

FOOTING INFORMATION

WILSHIRE HEIGHTS CONDO ASSOCIATION

RULES AND REGULATIONS

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REVISED: NOVEMBER 17, 2004

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Revised: November 17, 2004

These rules and regulations were adopted by the Board of Directors of the Association on January 17, 1998, to be effective as of January 17, 1998, for the management and regulation of the Wilshire Heights Condominiums ("Condominium"). They were adopted and promulgated pursuant to the master deed of the condominium and the charter and bylaws of the association. These rules and regulations are intended to ensure pleasant living for the increasing number of permanent resident owners of the condominium as well as to protect the interests of non-resident owners.

- (1) **Owners and/or their rental agents are responsible for furnishing their tenants with a copy of these rules and regulations.**
- (2) Bicycles, baby carriages, strollers, toys or other personal articles shall **not** be allowed to stand unattended in any common areas nor unit entrance walkways. These types of items must be stored out of sight in the owner's unit.
- (3) Porch decks, balconies and concrete patios shall **not** be used for storage of other than normal patio, deck or balcony items.
- (4) **NO** owner or tenant shall make or permit any noise either inside individual units or on common areas that will disturb or annoy the occupants of any of the units, or do, or permit anything to be done, which will interfere with the rights, comforts or convenience of other owners or tenants.
- (5) Each owner or tenant shall keep such owner's unit in a good state of preservation and cleanliness and shall **not** allow clutter to accumulate on the exterior of the unit area. Balconies and patios shall **not** be used to store household furniture. Hanging laundry from windows, balconies or on patio dividing walls is prohibited.
- (6) **NO** shades, awnings, window guards, storm windows or doors, ventilators, fans or air conditioning devices that will disturb or change the appearance shall be placed on the exterior of any building unless approved by the Board of Directors of the Association.
- (7) All garbage and refuse from the condominium units shall be deposited with care in garbage containers intended for such purposes. Garbage bags are supplied and must be used. Excessive accumulation of garbage and trash will not be tolerated. Garbage and refuse containers shall be kept behind the fencing and **NOT** exceed the height of the fence.
Suggestion: 2 plastic 30 gal. containers are recommended.
- (8) Association management employees shall not work for owners or tenants during the employee's normal work schedule for the association.
- (9) Dogs are **not** permitted in any public portion of the development except on a leash. The Fairfield Glade dog ordinance is applicable and requires that all dogs wear collars, be registered with security, wear identification tags, have rabies shots and be leashed. Cats must be under control, registered and have up to date shots. Free roaming animals will be reported to security. **Dog droppings MUST be picked up by owners in all areas of the complex.** Exotic or unusual animals must be approved by the Board of Directors.

- (10) **NO** industry, business, trade, occupation, or profession of any kind, commercial, Religious, educational, or otherwise, designed for profit, altruism or otherwise shall be conducted, maintained or permitted on any part of the condominium property provided, however, that such uses, to the extent they do not involve customer visits, parking availability, signage, visible advertising, deliveries, or pick up of goods or orders, or any other outward indication that business is being conducted within and provided they can be conducted within the parameters of all other rules of the association, shall be allowed. Garage and yard sales are considered to fall under this prohibition and are **not** permitted.
- (11) "FOR SALE", "FOR RENT" or "FOR LEASE" signs cannot be larger than 18" x 24". Once sold, **no** "SOLD" signs shall be displayed. Only one sign is allowed and it must be placed on the inside of a window in the unit, no other signs are allowed. Any signs must also comply with all applicable requirements of the Fairfield Glade Community Club.
- (12) Nothing shall be altered or constructed in or removed from the common areas except upon the written consent of the condominium administrator.
- (13) All radio, television, individual television antennas or other electrical devices of any kind or nature (excepting ordinary home appliances and equipment located inside of a unit which do not produce excessive noise or unusual safety hazards) installed or used in a unit must be approved by the Board of Directors prior to installation. Nothing shall be installed on the roofs.
- (14) The condominium administrator and any contractor or workman authorized by the administrator may enter any unit, at any reasonable hour of the day, after notification (except in case of emergency no notice shall be required) for the purpose of:
- (i) taking any action as may be allowed under the master deed or bylaws or
 - (ii) inspecting such unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
- (15) For the purpose of implementing No. 14 above, the Board of Directors or its designated agent may retain a pass key to each unit. **NO** owner shall alter any lock or install a new lock without supplying the Board of Directors or its agent with a key pursuant to its right of access to the unit.
- (16) **NO** vehicle which cannot operate on its own power shall remain on the condominium property for more than seven days, provided that no vehicle shall be allowed on blocks for any period of time. **NO** maintenance or repairs to vehicles in the parking lot.
- (17) Overnight parking of campers, boats, or other recreational vehicles is **not** allowed except as allowed by Fairfield Glade Community club upon issuance of a two-day permit. At no time should equipment resulting from a business be stored or parked on the property if not hired by WHCA.
- (18) All damage to any unit's exterior caused by the moving or caring of any article therein shall be paid by the owner responsible for the presence of such article.
- (19) Flammable fluids, explosives or items deemed extra hazardous to life, limb or property are **not** allowed on the condominium property.

- (20) Propane tanks are not approved for fireplaces or heat under any circumstances. Small tanks or gas grills are acceptable but cannot be taken into a unit.
- (21) **NO** owner or tenant shall do any painting or decorating of the exterior of the unit or to the patio. However, each owner is responsible for the maintenance (which includes painting) of their entry door and rear balcony or balconies with paint available through the association's maintenance staff. Appropriate holiday decorating may be done on the exterior of a unit. Any owner wishing to plant flowers, trees, or shrubs outside of his or her patio area must obtain written permission from the Board of Directors before doing so.
- (22) Draperies, curtains, shades or blinds must be installed by each unit owner on all windows of his or her unit and must be maintained on such windows at all times. **The color of the portion of the window treatment visible from the exterior shall be neutral/white color and in good condition.**
- (23) Solicitation of any purpose at the condominiums is prohibited at all times.
- (24) Any damage to a building or common areas or equipment caused by children or their guests shall be repaired at the expense of the unit owner.
- (25) Complaints regarding the actions of other owners or tenants shall be made in writing to the condominium administrator.
- (26) The failure of an owner to pay his or her maintenance fees after **90** days shall entitle the association to suspend or cause to be suspended membership privileges with the Fairfield Glade Community Club. **A lien will also be placed on the unit, and water shut off and locked.**
- (27) The possession of fireworks and discharging of firearms are forbidden on Fairfield Glade and the condominium property.
- (28) Any damage to the buildings, common areas or association property and equipment caused by unit owners shall be repaired or replaced as necessary at the expense of the responsible unit owner.
- (29) Unit owners shall be held responsible for the actions of their employees, invitees, licensees, and visitors.
- (30) These community rules may be added to or repealed at any time by the Board of Directors.

PENALTIES FOR VIOLATION OF RULES

- A. There shall be a \$100.00 penalty assessed against the Unit Owner for violation of these Rules and Regulations, regardless if said violation is committed by an owner, tenant or guest.
- B. A lien will be placed against an owner's unit if assessed penalty is not paid within 90 days. The unit owner will also be charged for all court and filing costs in addition to the original penalty fee.
- C. The Wilshire Heights Manager, after giving a warning of a violation, will give due notice to the owner of any penalty to be assessed.

As established by the Board of Directors, November 17, 2004

IMPORTANT: Please review the Wilshire Bylaws regarding detailed information.

Wilshire Heights Condominium Association, Inc. - Fee Breakdown - 2005

P O Box 3884 ~ Crossville, TN 38557

Billing: (931) 484-8200 ~ Fax: (931) 484-6181 ~ Maintenance (931) 456-2785

		<u>1 Bedroom</u>	<u>2 Bedroom</u>	<u>Deluxe 2 Bedroom</u>	<u>4 Bedroom</u>
Multiplier		0.007735	0.008452	0.010350	0.013673
Insurance	10,000				
Insurance/12 months x Multiplier	833	6.45	\$ 7.04	\$ 8.62	\$ 11.39
Water	24,000				
Water/12 months/114 units	17.54	17.54	17.54	17.54	17.54
Community Club Dues	32,800				
Dues/12 months/114 units	23.98	23.98	23.98	23.98	23.98
Sewer	34,200				
Sewer/12 months/114 units	25.00	25.00	25.00	25.00	25.00
Capital Expenditures Reserve	12,000				
Reserve/12 monthsxMultiplier	1,000	7.74	8.45	10.35	13.67
Insurance Reserve	3,600				
Reserve/12 monthsxMultiplier	2.63	<u>2.63</u>	<u>2.63</u>	<u>2.63</u>	<u>2.63</u>
SUB-TOTAL		83.34	\$ 84.64	\$ 88.12	\$ 94.21
 Maintenance Fee					
Budget - 2005	211,476				
Less: Insurance	(10,000)				
Water	(24,000)				
Community Club Dues	(32,800)				
Sewer	(34,200)				
Capital Reserve	(12,000)				
Insurance Reserve	(3,600)				
TOTAL	<u>94,876</u>				
TOTAL/12 monthsxMultiplier	7,906	<u>60.66</u>	<u>66.86</u>	<u>81.88</u>	<u>108.79</u>
TOTAL 2005 FEES	211,476.00	<u>144.00</u>	<u>151.50</u>	<u>170.00</u>	<u>203.00</u>

Insurance Facts

Imagine a washing machine hose in a 3rd floor villa breaks at the wall connection. The tear in the hose is less than an inch; the damages sustained on the three levels: in excess \$3,500.00.

Rarely a day passes in condominium management without an incident involving regime and/or owner insurance. Consequently, the following is a reminder of what the owner should insure and maintain, and what is included in regime's insurance.

The Regime

The property covered under the Association's policy includes all buildings and originally installed additions and alterations, including wall to wall carpeting, kitchen and bathroom cabinets, interior ceilings and walls, and built in appliances. Insurance coverage for these items is for losses in the event of damage from windstorm, fire, earthquake, flood, freeze, and general liability for the common areas, etc.

The Owner

Owners should carry an HO-6 condominium homeowner's policy to insure for damages to personal contents and for personal liability. There are supplemental coverages, however, that are available to make your regime and personal insurance more complete. Below are some supplemental coverages that are available and should be discussed with your personal insurance agent:

1. Unit owners additions and alterations, code HO-31. This coverage would be beneficial in the event that you made interior improvements or upgrades on the inside of your unit and would insure you for the improvement values you have made to your unit. Example: Wallpaper.

2. Unit owners rental to others, code HO-33. In the event that you do rent your unit, you should be certain that this endorsement is a part of your insurance policy. Coverages include certain forms of theft and liability for personal injury.

3. Loss assessment coverage, code HO-35. This coverage is intended to reimburse you in the event that the association assesses the owners for an insurance related concern. An assessment from the association could be for the purpose of satisfying large association policy deductibles, and in such cases, you would be eligible for a maximum of \$1,000 reimbursement in excess of a \$250.00 deductible from your HO-35 rider. This also applies if the assessments are due to a short fall in coverage. In both cases these are only paid if the claim by the regime is in an area which you insure against in your own HO6 program. This is a complicated clause and you should discuss it carefully with your own insurance agent.

Owner Maintenance Responsibilities:

Below are recommendations for items inside your unit which should be regularly checked by the owner.

Smoke Detectors: All underwriters have included quarterly checks of individual unit smoke detectors as a critical aspect of their engineering recommendations. This quarterly check should be provided by the owner and/or rental company.

Water Heaters: Periodically owners should check the top and bottom of their water heaters for corrosion; contact a plumber before a problem occurs.

Washing Machine Hoses: Periodic checks for "bubbling" on washing machine hoses can prevent losses and ultimate water damage.

Air Conditioners: Air conditioners should be checked by a certified AC technician twice per year for filters, freon, drain lines, etc. Drain lines in particular are a severe problem.

The nature of condominium living requires that all parties do necessary maintenance to avoid losses which may affect others. We hope the above will be helpful.