

**RULES AND REGULATIONS  
OF  
VICTORIA PLACE CONDOMINIUMS**

**Adopted September 16, 2024**

- \* ASSESSMENT COLLECTION POLICY
- \* RUMMAGE/GARAGE SALES
- \* ADDITIONAL RULES RELATED TO ANIMALS
- \* SATELLITE DISHES
- \* RULES ENFORCEMENT AND GRIEVANCE PROCEDURE

## **COLLECTION POLICY**

The regular monthly assessments are due on the first day of each month.

Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.

Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.

All payments received will be applied to the oldest amounts due on record—first to any late fees, interest, attorneys' fees and costs, and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).

The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.

No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph 11 below.

A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10<sup>th</sup>) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.

The basic collection system of the Board shall be as follows:

1. At 15 days past due, a board member or the property manager may call the delinquent owner;
2. At 30 days past due, a past due notice may be sent;
3. At 45 days past due, a second past due notice may be sent; and

4. At 60 days past due, the matter may be referred to the attorney for collection.

An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.

Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

### **SALES ON THE PROPERTY**

Any garage, rummage, moving sale, or similar sale is prohibited. Directors shall impose a fine for each day in violation as set forth in the Enforcement section below.

### **ADDITIONAL RULES RELATED TO ANIMALS**

Owners with animals in their Unit, in addition to the rules and restrictions set forth in the Declaration, shall carry adequate insurance covering the animals.

### **SATELLITE DISHES**

The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

1. Owners must notify the Board in advance of installing a satellite dish or antenna.
2. No satellite dishes or antennas may be placed in the common area.
3. In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
4. Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

5. All dishes must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions, and shall not damage or impair the common or Limited Common Areas.
6. All installation shall take aesthetic consideration into account. Dishes and all associated equipment and wiring shall be painted to match the color of the structure they are adjacent to.
7. Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

#### **RULES ENFORCEMENT AND GRIEVANCE PROCEDURE**

1. The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, By-Laws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
  - a. **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain the violation and the need that all residents and the Unit owners comply with the Condominium Documents.
  - b. **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
  - c. **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
  - d. Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
    - i. The violation is in direct defiance of a previous mandate from the Board of Directors.
    - ii. The violation was malicious in its intent.
    - iii. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

- iv. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

3. **Attorney Fees**

- a. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
- b. In the event that the Association retains an attorney to collect and funds due, enforce any rule, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim of defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees.

4. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

5. **GRIEVANCE COMMITTEE RULES AND PROCEDURES:**

- a. The Grievance Committee shall consist of four (4) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- b. Each member at large shall serve for one (1) year.
- c. For any grievance hearing, three (3) of the four (4) members shall serve. A majority vote of the Committee will determine the action and decisions of the Committee.
- d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
  - i. A letter shall be sent by certified mail, return receipt requested, informing all parties:
    - 1. Of the time, place and date of a hearing before the Grievance Committee.

2. Of the right to counsel.
  3. That evidence shall be received and a record made whether or not the party complained against attends.
- ii. The hearing shall be divided into two (2) sections:
    1. The hearing.
    2. The determination and decision.
  - iii. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
  - iv. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
  - v. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
  - vi. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
  - vii. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
    - i. The award was procured by corruption, fraud or undue means;
    - ii. There was evident partiality or corruption on the part of the Grievance Committee.
    - iii. The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced.
    - iv. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.