

**Bridgeview Condominium Association (BCA) House Rules and
Fining System
April 4, 2017**

Purpose and Scope of House Rules and Fining System

Like all condominium associations, Bridgeview Condominium Association (BCA) has Bylaws. Bylaws, however, are not always specific enough to address the daily life of the community. They also may not always provide clear direction in new situations that arise from time to time.

The idea of creating a House Rules document is not new. In fact, they are increasingly a part of a condominium "package," and provide supplementary rules and regulations to the HOA Bylaws.

Another important document in the condominium package is a fining schedule which spells out to owners the consequences of violating the Bylaws or the House Rules.

The BCA Board has realized that many items are either briefly mentioned or not specifically addressed in the Bylaws. Therefore, the BCA Board has implemented the following set of House Rules, including a fining schedule.

The BCA Board's goal is to make life at Bridgeview pleasant for all. As such this document is not intended to be punitive in nature, but to provide a clear set of rules (and consequences) for all of us to live with.

1. Trash and Recycling (See *Bridgeview Bylaws*, Section 7.2, "Trash")

1. **All garbage must be wrapped or bagged before being deposited into the dumpster.** Loose garbage or open paper bags of garbage are not allowed.

1.2 **No furniture, broken equipment, mirrors or long pieces of cardboard are to be deposited in either the dumpster or recycling area.** Large articles which do not fit in the dumpster are not to be left in the dumpster area. Bulky items should be broken down prior to being deposited in the dumpster.

1.3 **Bags of used cat litter must be sealed tightly before being placed in the dumpster** to prevent litter leakage onto the asphalt.

1.4 **Residents shall keep all areas of the limited common areas (i.e., carports, entry porches, back decks) free from debris, filth, rubbish, and garbage.** Litter of any type [e.g. cigarette butts, gum, fast food refuse, etc.] shall not be thrown or left on the grounds.

1.5 **Recycling containers are to be used by all residents,** with bins for paper, cardboard, plastic, and glass provided by the garbage company.

1.6 **Recycling containers are for recyclables only.** Non-recyclable items (e.g. food-soiled items, clothing or other cloth items, non-recyclable plastics and styrofoam) should be deposited in the garbage dumpster or otherwise removed from the common areas. Cardboard boxes must be broken down prior to being placed in bins. No items should be left silting on the ground outside the bins.

2. Vehicles and Parking (See *Bridgeview Bylaws*, Sections, 7.6 "Parking," and 7.7, "Recreational Vehicles")

Parking is limited in the BCA lot; there are 18 assigned carport spaces and 12 free spaces. In order to avoid implementing more restrictive measures (such as parking permits), **BCA asks that your guests park on the street during times of peak resident use (e.g. after 4:00 p.m. and on weekends or holidays. Parking is limited to two vehicles per unit which are registered to the subject unit (i.e. assigned carport space and one free space).**

2.1 **At any time and without prior notification, property management is authorized to tow or remove at owner's expense any vehicle it deems to be improperly parked in the BCA lot.** The decision to tow a vehicle will be approved by three BCA Board members prior to implementation unless circumstances are such that an immediate decision must be made by property management.

2.2 **Inoperative vehicles, vehicles with expired license plates, uninsured vehicles, or wrecked vehicles are not allowed** to be stored or parked within the complex.

2.3 **Vehicles that leak fluids are not permitted on the premises.** Costs associated with the repair of damaged asphalt may be assessed to owner. Damage repair to asphalt or cleaning of asphalt due to oil or other fluids leaking from parked vehicles shall be assessed to the owner of that vehicle.

2.4 **Motor oil or other chemicals may not be dumped into BCA storm drains.** (They may be recycled at Metro, located across the river at NW 66th and Kittridge.)

2.5 **Bicycles and other items must not block entryways or access to cars in the carport or block access to emergency vehicles.**

2.6 **Recreational vehicles may not be stored on BCA property.**

2.7 **Visiting vehicles must not be parked behind cars that are already parked in the carports (tandem parking).** At any time and without notification, the association may have the tandem-parked vehicle towed at the owner's expense, and/or *may* fine the owner of the condominium.

3. **Back and Front Decks** (See *Bridgeview Bylaws*, Section 7.10 "Windows, Decks, Patios, and Outside walls")

3.1 **Only outdoor furniture, potted or hanging plants may be placed on patios or decks. Decks and patios are not to be used for general storage** of items including, but not limited to, indoor furniture, rugs, appliances, equipment, machinery, auto parts and tires, or clothing.

3.2 **Charcoal barbecue grills may not be used at any time on decks or patios.**

3.3 **Bicycles and other items in or near unit entryways are prohibited where they interfere with emergency access to units.**

3.4 **Radio or TV antennas (including satellite dishes) shall not be installed or maintained outside the physical confines of each unit's deck.**

4. **Noise** (See *Bridgeview Bylaws*, Section 7.6, "Offensive and Unlawful Activities")

Because BCA buildings have noise transfer issues, we ask all owners and tenants to be respectful of their neighbors at all times when entertaining guests, playing video games, listening to music, watching TV, etc.

4.1 **Quiet hours are between 10:00 p.m. and 7:00 a.m.** Lack of compliance could initiate first warnings, then fines. (See *Bridgeview Fining System*). If noise persists past 10:00 pm., then Bridgeview residents are free to summon police to the property.

4.2 **Any changes to the flooring of an upper unit requires BCA Board approval**, along with mandatory installation of sound dampening materials that equal or surpass the original 1996 floor installation at the same time any flooring changes are made.

4.3 **Exterior Air Conditioning units must not emit any sound level greater than 50 dBA as measured at the nearest window** as specified by ANSI Standard 1.4-1971. The BCA Board must approve the new air conditioning units prior to installation.

5. **General Remodeling/Updating of Units**

5.1 **Any remodeling or updating in excess of \$500 in cost requires Board review and approval prior to the beginning of work.**

5.2 **The Board may require that any work begun or completed without its approval (as noted above) to be stopped and/or abated at its sole discretion.**

5.3 **Any changes to the flooring of an upper unit require BCA Board approval (see article 4.2 above).**

6. **Chimneys and Dryer Vents**

Two of the leading causes of fires in a multi-family complex are dryer vents and chimneys. The BCA board requires maintenance of each unit's dryer vents and chimneys in order to reduce the potential for fires within the complex and to promote its general welfare.

6.1 Chimney and dryer vent cleaning is the sole responsibility of each owner.

6.2 The board reserves the right to require owners to clean and/or maintain chimney and/or dryer ventilation at their sole discretion.

7. Insurance (See *Bridgeview Bylaws*, Section 9.4, "Unit Owners' Insurance")

Unit owners must, in addition to any other insurance required by the declaration or bylaws, obtain and Maintain:

7.1 An Insurance policy that insures the unit owner's unit and pertinent limited common elements for not less than the amount of the deductible in the association's Insurance policy for which the unit owner may be responsible and that insures the unit owner's personal property for any loss or damage; and

7.2 Comprehensive liability Insurance that includes, but is not limited to, coverage for negligent acts of unit owners and tenants, guests of unit owners and tenants and occupants of other units for damage to the general and limited common elements, to other units and to the personal property of other persons that is located in other units or the common elements.

7.3 Coverage must have a \$10,000 loss assessment coverage that will pay the BCA policy deductible in the case that a unit owner is found to be responsible for damage to another unit or the Complexes common areas. It is important to confirm that the loss assessments can be applied to the building deductible in the case that a unit owner is individually assessed, and

7.4 Coverage must have up to \$20,000 Earthquake Loss Assessment to cover each unit's 1/18th share of the 10% deductible within the BCA's master policy.

7.5 Unit Owners must include Bridgeview Condominium Association as Co-insured on their policies and provide documentation of policies to the board.

FINING SYSTEM AND SCHEDULE

Fining System Overview

The goal of the fining system is to insure compliance with Rules & Regulations and By-Laws; to promote unity and harmony within the complex and to maintain cohesive community relationships in a manner that is fair and equitable for all residents and unit owners, and to enhance the aesthetic appearance of the complex and to promote its general welfare.

Homeowners will be responsible for the conduct and actions of their renters and will bear the sole responsibility for providing information about the Bridgeview Bylaws and House Rules to their renters.

Violations will be determined by the Bridgeview Board of Directors or any assigned management entity in accordance with Bridgeview Bylaws and House Rules.

Fining Process

The unit owner in violation shall be notified in writing of the specific violation, correction, requested length of time for correction, and consequences of noncompliance.

If the corrections, as requested by the Bridgeview Condominium Association (BCA), have not been made and the violator has made no attempt at reconciliation or requests a hearing within 10 calendar days of the date of the rules violation letter, a Rules Enforcement Fee will be levied against the owner as follows:

General Offenses

First Offense: \$50 00 fine

Second Offense: \$100 00 fine

Third Offense and any Offense thereafter: \$150 00 fine, plus \$5.00 per day, for every day the violation continues.

An opportunity for a hearing will be provided before a fine is imposed. All fines are in addition to any property damage(s) or expenses incurred with the related offense.

Fines for Unauthorized Rentals

Units in violation of the rental restrictions (See Second Amendment to the Bridgeview Bylaws, Article 7.5 "Leasing/Renting Units," as revised May 13, 2015) will result in a \$500 00 monthly recurring fine being levied against the homeowner. This fine will remain in place as long as the unit is considered to be in violation.

Fines Related to Insurance

Unit owners are permitted 30 days from the date of purchase to provide documentation to the board that adequate coverage has been obtained. If proof of compliant coverage has not been provided within 30 days, the board shall assess a \$100 fine each month for up to 50 months. Once proof of insurance has been provided, the board shall return any fines related to insufficient insurance coverage to the unit owner.

Payment of Assessed Fines

All assessed fines must be paid within 30 days of notification.

After 30 days, the unit owner who has been fined shall be obligated to pay all expenses incurred by the Association in collecting any unpaid fines, including attorneys' fees.