

Loma Vista West Townhouses, Inc. Rules & Regulations

Loma Vista West has had rules and regulations since its inception in 1965. This booklet replaces all previous editions of the rules and regulations.

Living in a cooperative is a unique situation. We, as cooperative members, live in a very close proximity to each other and we also share a lot of common grounds. Members agree to abide by the rules and regulations of Loma Vista West in the Occupancy Agreement.

The rules in this booklet are grouped by categories. Some rules may appear in more than one category because they are appropriate in more than one category.

All forms and permits mentioned in this booklet are available at the On-Site office.

Approved by the Board of Directors February 2017.

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SECTION - A - BOARD OF DIRECTORS

The members of the Cooperative elect the Board members at the Annual Membership Meeting, held on the 3rd Sunday of May. The Board of Directors is composed of five (5) persons, who are members of the corporation and live in Loma Vista West Townhouses, Inc. The board governs the affairs of the Corporation. The regular monthly meeting of the Board of Directors is the 2nd Monday of each month at 7:00pm (no meeting in December). The meetings are held at the clubhouse and are open to all members of Loma Vista.

1. The Rule of Order for all meetings shall be as described in Robert's Rules of Order (Parliamentary Procedure).
2. To facilitate meetings, members written complaints must be turned in at least ten (10) days prior to the monthly scheduled Board meeting to the proper committee or the On Site office for processing. If not resolved at that level, the complaint in proper form may be presented to the Board through the Liaison officer prior to the Board meeting, or the Committee Chairperson and the complainant may address the Board personally under New Business.
3. The Board of Directors may hire a Recording Secretary to attend Board meetings, record minutes, type initial draft and final draft of the minutes, and other miscellaneous correspondence. The Recording Secretary may not be a member of Loma Vista West. The Secretary of the Board of Directors must record and type the minutes for any executive meetings, if the recording Secretary is unavailable.
4. Each Board of Directors, excluding the President, shall be responsible for one (1) Committee.
5. Anything the Board of Directors submits to any standing Committee or special Committee should be in writing and not verbal.
6. Any Board of Director has the right and responsibility to rule on matters of policy and bylaws and to interpret this policy in regard to questions from Committees, management or members. Interpretation of policy should be included in the officer's reports at the next regular Board meeting. Opinions must be identified only as opinions.
7. The Board of Directors shall assume the responsibility for keeping the Rules and Regulations booklet up to date, with updated material distributed timely to the Membership.

Open Door Policy – Members of Loma Vista may approach a director when he or she is off duty and discuss a problem they are having. The board member can listen but can't make a decision and will encourage members to write a letter to the board of directors. The board member also can advise members about official procedure to follow that may apply to their situation.

SECTION - B - CARRYING CHARGES

Cooperative members are owners of a Membership in the Corporation and pay monthly “carrying charges”. The monthly carrying charges are determined by the Board of Directors and the Managing Agent as to each member’s proportionate share of the actual operating cost to run the development. Since the carrying charges are Loma Vista’s only source of income, prompt payment and enforcement is required.

1. Carrying charges are due on or before the 1st day of each month.
2. Payments will be considered delinquent if not received in the Loma Vista West office by the close of business on the 10th day of the month. If the 10th of the month falls on a weekend or a holiday, to avoid a late charge the carrying charges must be received in the Loma Vista office by 8:00am on the next business day after the weekend or holiday.
3. A late charge of \$25.00 will be assessed on the first business day after the 10th of the month and a default notice will be sent to the member. If payment is made after the default notice is sent, payment must be made by cashiers check or money order.
4. Members will be given an additional 10 days from the date of the default notice to pay in full. Any account not paid will be sent to the cooperative attorney for legal action and attorney fees will be assessed to the member at that time.
5. Upon receipt of a written request from a member, the late fee may be waived once every twelve (12) months.
6. If a member’s check is returned unpaid from their bank, the member will be charged a \$25.00 service charge. The member must submit a money order or cashiers check to the office for the amount of the returned check plus the service charge within 5 days of being notified by the office of the returned check. If a member has had 2 checks returned unpaid within a 12-month period, the office will no longer accept checks from that member and all amounts due must be submitted by money order or cashiers check.
7. Members are allowed to charge work orders totaling no more than \$1,000 to their accounts. Members may request to be allowed 12 months to pay the work order in full. Payments will be at a monthly rate of 1/12 of the total cost or a minimum of \$5, whichever is greater.
8. Members account shall not carry a balance of less than \$10 for a 30 day period.

SECTION - C - CLUBHOUSE RENTAL

The Clubhouse of Loma Vista West can be rented for individual member's private functions. Members wishing to rent the Clubhouse should go to the office to make the reservation, pay a seventy five to one hundred dollar (\$75.00 - \$100.00) rental fee based on the rental time requested, pay a one hundred fifty dollar (\$150.00) cleaning deposit, and complete a "Clubhouse Rental Agreement".

1. The member renting the Clubhouse must be in attendance at all times.
2. All membership events have precedence over any individual member's rental.
3. Any member wishing to rent the Clubhouse and not willing to comply with the rules and sign the rental agreement shall be refunded his/her deposit and refused rental.
4. The Clubhouse cannot be rented or used for any function on Friday or Saturday immediately before or the Monday after the Annual Membership Meeting on Sunday.
5. The pool and pool area is not available to private parties being held in the Clubhouse. The Clubhouse is "OFF LIMITS" to people in swim attire.
6. The Loma Vista office has sole charge of the reservation book.
7. All security keys to the front door of the Clubhouse are to be registered and signed for. Persons signing for the keys will be held responsible for them.
8. A member may reserve the Clubhouse no more than sixty days (60) in advance of its intended use.
9. The Activities Committee shall receive all money from the rental of the Clubhouse.
10. Any member renting the Clubhouse and not complying with the rules shall be refused future rentals.
11. The cleaning deposit will be forfeited if the clubhouse is damaged or has not been properly cleaned to the satisfaction of Loma Vista or the Activities Committee.
12. Each Board of Director will be allowed 1 (one) free clubhouse rental a year.

SECTION - D - COMPLAINTS AND GRIEVANCES

1. **Complaints:** We trust that everyone living in Loma Vista will make a sincere effort to abide by the rules & regulations. If you have a complaint about a neighbor who is violating a rule, please attempt to discuss it with that member first. Often we find that the person simply does not realize that others are concerned with their behavior. If talking to your neighbor does not work, submit a signed written 'Complaint Form' to the On-Site office and your complaint will be handled through the office. The Board of Directors review copies of all complaints. Repeated violations may result in legal action.
2. **Grievance Hearings:** A grievance hearing is a private confidential meeting with the Board of Directors, Loma Vista's attorney and management where a member or several members come before the board to resolve an issue. A hearing can be scheduled by one of two ways: (1) A member can request a hearing in writing giving the details of why they are requesting a hearing; or (2) The board, the attorney or the management company can request a hearing for a member or member(s) to attend.
3. **Member Conduct:** A member or guest of a member shall not disturb, annoy, obstruct or interfere with the duties of any employee or representative of the Cooperative. If this happens, a grievance hearing will be scheduled. Staff members are required to report such incidents.

SECTION - E - COMMITTEES

The Board of Directors of Loma Vista West established standing committees by adopting the Committee Charter and Committee Handbooks on September 16, 1970. The committee functions are a very important part of the operations of Loma Vista. The Board of Directors delegates to the Committees authority and responsibility consistent with the Board of Director's own responsibilities under the Charter and Bylaws of the Corporation. The Committee officers are volunteer members of Loma Vista.

The Committees and their basic functions are as follows if active:

- Activities Committee: Initiate, organize and oversee all Cooperative recreational and social activities.
- House and Grounds Committee: This committee forwards to the Board in writing any ideas relating to common areas and common grounds improvements for consideration. NOTE: Revise House and Grounds Handbook
- Newsletter Committee: Assimilation and publication of Committee reports, Board of Director reports, local news and such other information as may be pertinent to the Cooperative and its operation. (Inactive)
- Finance Committee: To monitor all incoming bills/invoices, address any questions to the Board Liaison officer, and advise the Board Liaison officer of any discrepancies. (Inactive)

General policies for all the committees:

1. Every Loma Vista West member attending a regularly scheduled meeting shall be a voting member of the Committee. The only exception is a member of the Board.
2. Any Board of Director has the right and responsibility to answer committee questions regarding policy or bylaws and to interpret this policy in regard to questions from Committees or members. Interpretation of policy should be included in the officer's reports at the next regular Board meeting.
3. Each Committee shall meet at least once each month, at a time and date published in the Newsletter and posted at the Community Building where such meetings shall normally be held.
4. All Committee Chairpersons and Co-Chairpersons are authorized keys to all doors in the Clubhouse, except the office and boardroom, necessary to perform their function.
5. Anything the Board of Directors submits to any standing Committee or special Committee should be in writing and not verbal.

6. The election of officers of the various standing Committees shall be June of each year.
7. Any member serving as Chairman or Co-Chairman on a standing Committee cannot serve as Chairman or Co-Chairman on another standing Committee at the same time.
8. Committees follow under the jurisdiction of the Board of Directors, not office staff. Only the Board of Directors is authorized to appoint committees.

Policies for specific committees:

1. The Newsletter Committee may assess a fee of six dollars (\$6.00) for three hundred (300) copies of flyers to Board of Directors candidates.
2. Two members of the Board of Directors are required to review, approve and initial what appears in the Loma Vista Newsletter.
3. The Activities Committee shall have access to approved expenditures by the Board of Directors for approved activities. All monies received from the rental of the Clubhouse shall be deposited into the Activities account.
4. All equipment purchased by any Committee is the property of Loma Vista West Townhouses, Inc. The cost of maintaining equipment purchased with Committee funds shall be borne by the Cooperative. Maintenance shall include cost of all repairs, parts, and labor and maintenance agreements.

SECTION - F - COMMON GROUNDS

The term “common ground” shall be defined as all areas outside the physical building of any unit and outside of member’s individual patios located within the confines of Loma Vista West Townhouses.

1. No member shall alter, attach to, or in any way change the exterior (siding, brick, eave, gutter, roof or soffit), of any unit or common ground of Loma Vista West without written approval of the Board of Director. Exceptions: Hose holder and flag holders are allowed if they are freestanding, or attached with screws to wooden areas of the building.
2. Members are not permitted to leave patio chairs, garden hoses or any other items in the yard or on sidewalks. This poses a problem for the landscaping crew as well as it poses a tripping hazard for other members, staff and contractors.
3. When not in use, bicycles, tricycles, big wheels, toys, etc. must be kept inside your unit, or in the back patio area of your unit. They should not be left in the parking lot, on the grass, in the street or in the sidewalk.
4. For safety reasons, there should be no bicycle riding in designated parking spaces or between cars in the parking lot. Pedestrians have the “right of way” on sidewalks and persons on bikes must get off the sidewalk to let the pedestrian pass. Loma Vista has large common areas behind the units, the old tennis court and the clubhouse parking lot where people can safely ride their bikes.
5. Members are not permitted to chain, tie or otherwise affix any item or pets to light posts, handrails or any other part of Loma Vista property.
6. Members or their guests found destroying Loma Vista property will be assessed the value of the destruction.
7. It is illegal to discharge “BB” guns, air guns, pellet guns, or fireworks in the Kansas City area. Paintball guns or anything that could cause personal or property damage is not permitted in Loma Vista. Firearms are not allowed to be openly carried in the common areas of Loma Vista.
8. Members are allowed to do minor motor tune-ups, brake adjustments and maintenance on their vehicle but only in the member’s numbered parking space or driveway. No vehicle should be left unattended while on jacks or jack stands. All repairs must be completed within 24 hours. The work area must be returned to its normal condition (scrap material, antifreeze, oil and grease spills must be removed from the parking spot or driveway). All oil and antifreeze must be disposed of properly and taken to an auto supply shop to recycle. DO NOT put oil or antifreeze in the trash dumpster or down the sewer.

9. Water slides or 'slip and slides' are not allowed in Loma Vista.
10. There is a 10:00 PM curfew for all members' children 18 years of age and younger and their guests on Loma Vista West Townhouses Common Ground and playground area.
11. Loud, abusive or "foul" language WILL NOT BE TOLERATED on a playground or Loma Vista's Common Ground Areas.
12. Freestanding umbrella clothes lines are allowed. They must be collapsed daily.
13. Political or other yard signs are not allowed on cooperative grounds.
14. Do not hang rugs, clothes, or any objects from windows or patios.

SECTION - G - COMMUNITY SERVICE AWARDS AND HONORARY MEMBERSHIPS

Community Service Awards are to recognize outstanding meritorious service to Loma Vista West, performed by a member in residence. A plaque inscribed with a suitable citation can be awarded to the member at a regular Annual Meeting of the membership. In addition, a permanent roster of recipients is to be installed in the Clubhouse.

Selection: The selection shall be made by vote of the Board of Directors, subject to the following criteria:

1. The recipient must have resided in Loma Vista West for no less than two (2) years;
2. No Board of Directors member or any member of his/her family is eligible during his/her term of office or for one (1) year following any term;
3. No avowed or nominated candidate for the Board of Directors is eligible, and announcement of any awards must be made after all votes have been cast at the Annual Meeting. Announcement during the tally of the vote is permitted;
4. No prior recipient is eligible; and
5. Any number of awards may be given in any one (1) year, or no award need be given at all if the Board of Directors so chooses

A Certificate of Honorary Lifetime Membership in Loma Vista West Townhouses, Inc., may be presented by the Board of Directors to departing members for their outstanding work while members of the Cooperative. This award may be made to outstanding members of the community who are not members of the Cooperative, but whose efforts have greatly assisted the Cooperative.

1. An Honorary Member desiring to return to Loma Vista West shall be given rights and privileges as a full member in regards to the waiting list.
2. All Honorary Members shall be mailed copies of the newsletter for a period of one (1) year after leaving Loma Vista West.
3. Honorary Members are accorded all privileges of the regular membership.
4. In lieu of I.D. tags, a list of Honorary Members will be given to the Pool Manager / Attendant(s) to be used for admittance to the pool, patio, and deck areas.

**SECTION - H - DRUG ACTIVITY / VIOLENT CRIMINAL ACTIVITY
OR SEXUAL OFFENDERS**

Loma Vista West Townhouses, Inc. desires to inhibit development of drug-related and violent criminal activity. No member, resident, guest, or any other person under the member's control shall:

1. Engage in any criminal activity, including drug-related criminal activity, on or near the Loma Vista West premises;
2. Engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the Loma Vista West premises;
3. Permit the dwelling unit to be used for, or to facilitate, criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest;
4. Engage in any acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near the Loma Vista West premises, or
5. Firearms are not allowed to be openly carried in the common areas of Loma Vista, or
6. Be registered as a sex offender pursuant to RSMo 589.400 to 589.425, or any comparable statutes of any other state.

For purposes of the foregoing rules and regulations drug-related criminal activity means the illegal manufacture, sale, distribution, or use, of any controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).

Any violation of the above rules and regulations shall be good and valid cause for termination of the member's Occupancy Agreement and Cooperative membership.

A SINGLE VIOLATION OF ANY OF THESE PROVISIONS SHALL BE DEEMED A SERIOUS VIOLATION AND A MATERIAL NON-COMPLIANCE WITH THE OCCUPANCY AGREEMENT. UNLESS OTHERWISE PROVIDED BY LAW, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, BUT SHALL BE BY PREPONDERANCE OF THE EVIDENCE.

SECTION - I - IMPROVEMENTS AND ALTERATIONS

The word “improvement” as it applies to Loma Vista West is any approved change or addition to the unit that increases the value, comfort or security of the unit. Members must complete an Installation/Alteration Permit and the Loma Vista office must approve it before you can begin installation. After the installation is complete, members must bring their receipts into the office to document the Transfer Value of the improvement to the unit. The final step in this process, Loma Vista will inspect the finished installation/alteration to ensure that it was completed correctly and there are no safety hazards or code violations.

1. Members are responsible for the maintenance, upkeep and replacement of any improvements done to their unit. If you move from Loma Vista and the Improvement/Alteration is in disrepair or not accepted by the incoming member, the out going member is responsible for removing and restoring the unit back to Loma Vista Standards.
2. Installation of any improvement shall be in accordance with all existing safety codes and regulations. The maintenance staff will conduct annual interior inspections to assure that there are no potential safety or fire hazards in any of our units. If they encounter any improvement that is not in compliance with city codes or poses a safety or fire hazard, the member will be notified to correct the situation at the member’s expense.
3. If a member makes any improvement and it interferes or is damaged as a result of necessary access for repairs, it is the member’s responsibility to repair or replace that improvement. The Cooperative will only return it to Loma Vista Standards.
4. Installing indoor carpeting requires a pre-approved Installation/Alteration Permit. Members are responsible for the carpet’s condition, its removal and/or replacement. New members that accept a unit with carpeting, or members installing/replacing carpeting, are responsible for the condition of the floor underneath which is the standard Loma Vista flooring (vinyl in the kitchen and baths and hardwood floors elsewhere except concrete in the basement). Members are not responsible for termite damage to the hardwood floors, but members are responsible to call the office if they see signs of termites.
5. Exterior carpeting is prohibited in Loma Vista. Members must maintain existing carpeting in good condition at all times and it cannot be replaced but must be removed when it becomes torn or in disrepair. Members removing carpeting must return concrete to good condition (defined as the removal of all glue and residue).
6. Front Door / Walkout Basement Door Replacements by member or Loma Vista. Doors must be painted the Loma Vista standard color by the member unless

Loma Vista replaced the door. If Loma Vista replaces the door, maintenance will install a doorknob and doorbell.

7. Patio gates are provided at member's expense and maintained by Loma Vista West. (See the "Patio Gates" section for specific rules.) Members are responsible for the painting.
8. Members may not make changes to the structure of the building (with the exception of refinishing the basement by having a pre-approved Installation/Alteration Permit). This means you cannot add a wall, remove a wall, cut a hole in a wall or do anything that changes the structure of the unit.
9. Members who wish to build a wall in the basement may do so with a pre-approved Installation/Alteration Permit, in accordance with 703 of the Building Code of Kansas City. At least 48 inches in front of and on the side of the furnace and the hot water tank must be kept clear and uncluttered at all times.
10. Should you decide to move, you can only charge the incoming member for improvements made to your unit that have been documented in the file as an improvement, and that have passed the appearance and safety criteria during the preliminary and final move out inspection performed by the maintenance department.
11. The amount members get for their improvements is dependent on what the market will bear and what an incoming member is willing to pay for those improvements. Improvement costs are negotiable between buyer and seller.
12. An incoming member can only agree to accept a unit "as is" for the interior paint color/texture, wallpaper, paneling, etc. This can only be done if it is in "like new condition". If the new member does not want the colored paint, wallpaper, etc. the outgoing member must repaint and/or remove wallpaper or paneling and bring the unit back to Loma Vista standards. The outgoing member cannot go to the next person on the waiting list in order to have the unit accepted as is. All surfaces must be clean and free of dirt, grease, crayon marks, handprints, etc. The incoming member is not allowed to accept "as is" conditions which leave the unit's structure in poor repair at time of transfer. If the incoming member accepts the improvements and at a later date decides that they do not wish to have the improvements, it is up to the incoming member to change the unit as their own expense.
13. Security alarms are an improvement and require a pre-approved Installation/Alteration Permit. Loma Vista is not responsible if the alarm goes off due to emergency access or work orders.
14. Window unit air conditioners are not allowed.

SECTION - J - INTERIOR OF YOUR UNIT

1. **Insurance**: The cooperative provides a wide range of insurance protection. However, certain coverage is the responsibility of the member. The cooperative fire and hazard insurance does not protect personal belongings of members, improvement items of members, temporary housing for members misplaced due to fire or hazard, or interior damage if the member is at fault. The liability coverage provided by the cooperative does not cover claims arising from accidents inside a member's unit or negligence on the part of the member or the member's family, residents or guests. Members are encouraged to purchase tenant's homeowner's insurance or condo-type insurance. If your insurance agent has any questions as to the type of coverage you should carry, have him/her call the office for the information
2. No member shall alter, attach to, or in any way change the interior of any unit without a pre-approved Installation/Alteration Permit (See "Improvements and Alterations" section), or written approval by the Board of Directors. Any installations requiring a permit are the member's responsibility for maintenance, upkeep or removal if the incoming member does not accept it.
3. Members may not make changes to the structure of the building (with the exception of refinishing the basement by having a pre-approved Installation/Alteration Permit). This means you cannot add a wall, remove a wall, cut a hole in a wall or do anything that changes the structure of the unit.
4. Members who wish to build a wall in the basement, may do so with a pre-approved Installation/Alteration Permit, in accordance with § 703 of the Building Code of Kansas City. At least 48 inches in front of and on the side of the furnace and the hot water tank must be kept clear and uncluttered at all times.
5. Installing indoor carpeting requires a pre-approved Installation/Alteration Permit. Members are responsible for the carpet's condition, its removal and/or replacement. New members that accept a unit with carpeting, or members installing/replacing carpeting, are responsible for the condition of the floor underneath which is the standard Loma Vista flooring (vinyl in the kitchen and baths and hardwood floors elsewhere except concrete in the basement). Members are not responsible for termite damage to the hardwood floors, but members are responsible to call the office if they see signs of termites.
6. Bedrooms or sleeping rooms are not permitted in basements without walkout doors as it is a violation of the fire code.
7. Security alarms are an improvement and require a pre-approved Installation/Alteration Permit. Loma Vista is not responsible if the alarm goes off due to emergency access or work orders.

8. No alterations can be made to the passage doorknobs or deadbolt locks without prior approval.
9. Members are responsible for replacing the filters in the heating and cooling systems. If damage is done to the heating/cooling system due to non-replacement of the filter by a member, that member will be assessed the costs for repair.
10. Members can purchase paint and furnace filters from the On-Site office (at cost) and these must be paid for by check or money order. No cash is handled in the office.
11. All units are set up for an electric washer and dryer. The dryer must be properly vented to the outside as approved by Loma Vista Maintenance. Gas appliances are not permitted.
12. Waterbeds are prohibited in Loma Vista West Townhouses.
13. INTERIOR INSPECTIONS.
 - a) Interior Inspections will be conducted annually or at any other time when a potential housekeeping, health, safety or fire hazard is suspected.
 - b) Initial Inspection. If any deficiencies are noted during an initial inspection, a copy of the inspection will be left in the unit notifying the member that they will be given a specific number of days (number of days is dependent on the severity of the hazard) to bring the unit up to Cooperative standards. A re-inspection will be conducted at the end of the time frame
 - c) Re-Inspection. A re-inspection will be conducted at the end of the time frame. If the unit is found to be in satisfactory condition no further follow-up inspections will be scheduled. If any of the deficiencies noted during the initial inspection have not been corrected at the end of the initial time period either Maintenance will correct the situation and charge the member, or a Notice of Default will be sent to the member giving them ten (10) days to correct the deficiency or be sent to the attorney for resolution.
 - d) Referral to Attorney. Failure on the part of the member to bring their unit into acceptable condition under the terms of the Notice of Default will be referred to the attorney for legal action.
14. Cracked/broken window glass, torn screens, damaged storm doors or patio doors in a member's unit shall be replaced at no charge to the member **only** under the following conditions:
 - a) The damage is due to a storm and timely reported to the office.

- b) The damage is due to vandalism or break-in and the member files a police report and brings that report to the On-Site office.
- c) Normal wear-and-tear on screens due to age, not due to the member's neglect or fault.

All other glass, screen, storm or patio door replacements will be charged to the member.

- 15. All window coverings (including basement) must follow these guidelines:
 - a) There shall be no aluminum foil or mirror film placed on the inside of Cooperative windows. Only medium gray smoke window film is permitted provided it is maintained in good condition. Windows may not be painted.
 - b) Blankets, sheets, trash bags, cardboard, newspaper or any similar materials will *not* be used on the inside of Cooperative windows.
 - c) Interior window shades, curtains, drapes or blinds must be maintained in good condition. Torn shades or broken blinds will *not* be permitted. Double windows must be uniform.
 - d) The shades or mini blinds in an outgoing members unit must be in good condition, clean, and in working order or they will be replaced with white, off-white or eggshell mini blinds at the expense of the outgoing member.
 - e) No window covering or paint may be placed on the outside of Cooperative windows.
- 16. There shall be no grills, bars or other security devices placed on the outside of Cooperative's windows. Members can have security bars on the inside of windows if they are the "break-away" type, or non-break-away as long as there are two (2) exits (door or stairs) from that level in the unit.
- 17. All storm doors shall conform to Loma Vista specifications.

18. SMOKE DETECTORS. In compliance with Kansas City Ordinances, a smoke detector has been properly installed on each level in each unit.
 - a) Maintenance. It is the responsibility of the member to maintain the smoke detector in working order including the purchase and replacement of the 9-volt batteries. If the smoke detector is no longer working, it is the member's responsibility to call the office and request a work order.
 - b) Inspection.
 - i. Annual inspections by a Loma Vista West representative may be conducted to ascertain the presence and condition of the smoke detectors. Needed replacement of the detector or battery will be charged to the member.
 - ii. If during an inspection, your smoke detectors are found to be disconnected, tampered with, damaged or the batteries have been removed, you will be charged for the repair or replacement.
19. Hot tubs are NOT allowed in Loma Vista West.
20. Woodwork and kitchen cabinets. All baseboards, excluding vinyl, stairways including handrails (excluding basement stairs and handrail), all kitchen cabinets, and all interior doors (excluding front and walkout basement doors), shall be maintained in their original and/or natural finish using only stain and/or varnish, or the combination of both, when refinishing the above items. If you wish to paint any of these original and/or natural finish items you must have a pre-approved Installation/Alteration Permit. Members are responsible for the maintenance, upkeep and replacement of any improvements done to their unit. If you move from Loma Vista and the Improvement/Alteration is in disrepair or not accepted by the incoming member, you are responsible for restoring/replacing the painted items back to Loma Vista Standards.
21. Members are responsible for the upkeep of any improvements to their unit or anything that is not standard Loma Vista equipment. If maintenance is called to replace an improvement item or a non-standard Loma Vista item, the member will be charged and it will be returned to Loma Vista standards.
22. Combustibles - Gasoline/Kerosene, Etc.: No gasoline or gasoline engines of any kind are allowed inside of units. Kerosene heaters, wood stoves, natural gas lines (for cooking or auxiliary heating methods), or propane tanks are absolutely not permitted inside units. Combustible liquids or devices are not to be kept in or near the furnace or hot water heater. Only U.L. approved electric heaters with a safety shutoff, as an added heating method, will be allowed.

23. Occupancy in Loma Vista West Townhouses shall be limited to five (5) persons in a two-bedroom unit and seven (7) persons in a three-bedroom unit.
24. Members who want an electrical outlet installed outside of their unit, or an additional outlet installed inside their unit need to complete an Installation/Alteration Permit and the Loma Vista office must approve it before you can begin installation. The completed work must pass inspection so a licensed electrician should do it.
25. Electrical Wiring. The electrical distribution panel is located in the basement of your unit. All circuits in the townhouses are 110-volt. If a 220-volt is needed for an appliance, the member needs to complete an Installation/Alteration Permit and the Loma Vista office must approve it before you can begin installation. The completed work must pass inspection so a licensed electrician should do it.
26. BED BUG POLICY

Loma Vista West Townhouses, INC. has adopted a zero tolerance policy for bed bug infestation. We are committed to the total and complete eradication of this pest. In keeping with this commitment, we have developed educational material and practical procedures which, when applied consistently and with the cooperation of all parties involved (management, member and pest management professional), will greatly aid in this commitment to control this pest problem that is prevalent throughout our country.

The following information outlines the responsibilities of the member and the cooperative alike when it comes to treating your home should it become necessary.

MEMBERS RESPONSIBILITIES

- Review the educational materials provided with this policy to better understand how to detect the presence of bed bugs in your unit.
- Report any suspicion of the presence of bed bugs immediately to the on-site office.
- If bed bugs are discovered during an inspection by a qualified party authorized by the cooperative, sign the treatment agreement that will be provided to you at that time.
- Fully cooperate with inspectors, management and pest management professionals during the entire process of eliminating the pests.

Continue to help the cooperative by monitoring your unit for bed bugs after treatment has been made.

COOPERATIVE RESPONSIBILITIES

- We will take your bed bug problem seriously and will schedule a qualified inspection as soon as possible.
- We will schedule inspections for adjacent units to assess the extent of the infestation, and will treat all units found to be affected by the infestation.
- We will pre-inspect the day before treatment is scheduled to make sure your unit is properly prepared. We will let you know if anything is not ready.
- We will offer mattress and box spring encasement for purchase through the cooperative. If needed, you may charge the amount to your account and sign a financial agreement to make payments on the purchase.
- We will assist the pest management professionals in gaining proper access to all areas to be treated.
- We will make any structural repairs recommended by the pest management professional necessary to eliminate bed bug hiding place. We will caulk and seal any cracks and crevices in the unit.
- We will schedule follow-up treatments for your unit as necessary and recommended by the pest management professional.
- We will commit to using the most effective treatment recommended for the infestation. In most cases, heat treatment (when available) will be used.

Treatment will be provided at no cost to the member as long as full cooperation is given. However, should a member fail to follow the instructions for elimination of the pest or should they have repeated infestation issues that originate in their unit, the member may be subject to charge for the treatment.

A member's failure to report suspected infestation and/or failure to comply with necessary procedures for the elimination of the pest will result in a violation of the Occupancy Agreement and possible termination of occupancy.

27. There will be no smoking in a unit where oxygen equipment is available for use. This applies to all occupants and any visitors in the unit. "Smoking" is defined as inhaling, exhaling, burning or carrying any lit cigars, cigarettes, pipes or other tobacco product. All sources of ignition, such as matches, lighters, candles, gas stove appliances, electric razors and hair dryers should be at least

10 feet from the pointy where the oxygen comes out. Oxygen should not be worn while cooking or near a gas stove or candle. Occupants and visitors who smoke, must smoke outside after discontinuing oxygen use for at least 10 minutes prior to lighting up.

SECTION - K - MAINTENANCE DEPARTMENT

Loma Vista West employs a maintenance staff to make repairs in your unit. Call the office number (816-763-2610) to request a work order. The office is open from 8:00 a.m. until noon, and 1:00 p.m. until 5:00 p.m., Monday through Friday. The office is closed on weekends and designated holidays. There is an answering service to take your call when the office is closed and if it is an emergency (as defined below) the on-call employee will be notified.

1. **EMERGENCY MAINTENANCE.** These items listed shall serve as a minimum standard guideline and are not necessarily all-inclusive. The Maintenance Department will respond after normal office hours, on weekends or holidays for the following:
 - a) Heating. When the outside temperature is 50 degrees or below.
 - b) Air Conditioning. When the outside temperature is 85 degrees or above.
 - c) Plumbing.
 - i. Gas leaks - Go immediately to a neighbor's house and call Missouri Gas Energy 1-800-582-0000 to report. Then call the office to report.
 - ii. Stopped up kitchen sink.
 - iii. Stopped up sewer.
 - iv. Stopped up commode in units with one (1) bath, or both commodes in all other units. An exception to the foregoing is when, for reasons for health dictate otherwise, such as: when illness confines one to the level where the stoppage occurred.
 - v. Broken water pipes.
 - vi. No water.
 - vii. No hot water.
 - d) Electrical.
 - i. Cooking range, when totally disabled.
 - ii. All lights are out in an individual unit. The resident is to first check the circuit breaker, or fuse box, then check with the Power & Light Company, to determine if service has been interrupted.

- e) Carpentry.
 - i. Break-in or glass breakage where security of the resident, or weather elements, requires work to be done.
 - ii. Door locks that have malfunctioned through no fault of the member and security is a factor.
 - f) General:
 - i. In addition to the above definition, any conditions that may threaten, to a major degree, the health, safety, or security of a member or a member's family residing in the townhouse shall also be included in the definition of emergency maintenance.
 - g) Charges.
 - i. When Maintenance personnel answers an emergency call that is deemed to be unjustified, the calling member will be charged labor at the current rate.
2. Members are responsible for the upkeep of any improvements to their unit or anything that is not standard Loma Vista equipment. If maintenance is called to replace an improvement item or a non-standard Loma Vista item, the member will be charged and it will be returned to Loma Vista standards.
 3. Members are responsible for any repairs due to negligence or damage caused by members, residents or member's guests.
 4. Security alarms are an improvement and require a pre-approved Installation/Alteration Permit. Loma Vista is not responsible if the alarm goes off due to emergency access or work orders.
 5. Every time the Maintenance Department goes into a member's unit, a copy of the work order or notification will be left for the member.
 6. A lockout fee will be a chargeable work order, to unlock a member's unit. Lockout fees are \$10.00 during normal office hours or \$20.00 during off-duty hours. The maintenance staff is not permitted to accept any payment for lockout fees. The fee must be paid at the office. Members are not permitted to 'pick up their key' from the maintenance department if they are locked out.
 7. The hourly rate for chargeable service calls is posted on the bulletin board. Parts are an additional expense to the member for a chargeable service call.

8. Members who contract with maintenance personnel during off-duty hours or any contractor for side work, rehabs or improvement repairs shall assume total and sole responsibility of the work so contracted. The Cooperative shall not become liable, either directly or indirectly, for the quality of work performed, time involved, materials used or the collection of any charges that may be due as the result of such work contract.
9. If any improvement interferes or is damaged as a result of necessary access for repairs, it is the member's responsibility to repair or replace that improvement. Loma Vista will only return it to Loma Vista Standard.
10. The Cooperative shall not assume any responsibility for damage to members' personal property, which may be caused by sewer stoppage, water backup, fires, negligence of member or members' unknown, indeterminate causes, acts of God, or from circumstances beyond the control of Loma Vista West. Members are strongly encouraged to have their own insurance to cover these circumstances.
11. Cracked/broken window glass, torn screens or damaged storm doors or patio doors in a member's unit shall be replaced at no charge to the member only under the following conditions:
 - a) The damage is due to a storm and timely reported to the office.
 - b) The damage is due to vandalism or break-in and the member files a police report and brings that report to the On-Site office.
 - c) Normal wear-and-tear on screens due to age, not due to the member's neglect or damage.

All other glass, screen or storm door or patio door replacements will be charged to the member.

SECTION - L - MOVE OUT PROCEDURES / SELLING YOUR MEMBERSHIP

When you make a decision to leave Loma Vista, there are many steps involved before your membership can be resold. You are financially responsible for carrying charges and utilities in the unit until it is sold and the new member takes over.

1. You must complete a Notice of Intent to Vacate at the on-site office.
2. Transfer Value (Equity) - The On-Site Manager will be able to tell you the Transfer Value of your membership (the price of your Transfer Value at time of sale). This amount will be paid to you after your membership has sold, the new member has moved in and the final accounting paperwork has been completed. A member selling their unit may offer to sell at an amount more or less than the Transfer Value.
3. Improvements - You can only charge the incoming member for improvements made to your unit that have been documented in the file as an improvement, and that have passed the appearance and safety criteria during the preliminary and final move out inspection performed by the maintenance department.
 - a) The office will require a legible listing of all items being sold as improvements with the value of each listed separately and totaled at the bottom.
 - b) The improvements must be in good condition, in compliance with safety codes and in good working order. If an improvement is in disrepair or not accepted by the incoming member, you are responsible for repairing or removing and restoring the unit back to Loma Vista Standards.
 - c) The amount you charge the incoming member for any approved improvement shall not exceed the actual dollar cost to you, or the fair market value.
 - d) The amount members might receive for their improvements is dependent on what the market will bear and what an incoming member is willing to pay for those improvements. Improvement costs are negotiable between buyer and seller.
 - e) If an improvement is not documented in your file, the incoming member can agree to accept the improvement "as is" provided the improvement passes the preliminary inspection. If the incoming member does not accept the undocumented improvement, you must remove the improvement and restore the unit back to Loma Vista Standards.
4. The office will schedule a Preliminary Inspection before you move out to determine the rehab work that needs to be done to your unit. Out-going

Members are responsible and will be charged for any repairs due to negligence or damage caused by members, residents or member's guests. Also during the Preliminary Inspection, the Maintenance Superintendent and another representative will review, inspect and approve the improvements in your unit to ensure that they are in compliance and in good working order. If any improvement is in disrepair (or not accepted by the incoming member) you are responsible for removing the improvement and restoring the unit back to Loma Vista Standards. The On-Site Manager will not call prospective buyers until the Maintenance Superintendent has completed the Preliminary Inspection and given an approved improvement list back to the On-Site Manager.

5. The Cooperative will make every effort to sell the unit. The Cooperative charges you one hundred dollars (\$100.00) as a resale fee. The Cooperative maintains a waiting list of other members wanting to transfer to another unit and perspective new members. From this list, the On-Site Manager will contact people interested in buying your membership. Internal members have first priority. The prospective member will contact you and arrange to look at your unit. You and the prospective member discuss any improvements that have been made and negotiate the amount you will accept for those improvements. A member may also sell their membership to any person who qualifies and is approved as a member and occupant. Where the sale is accomplished by the member, a certificate as to the price paid shall be executed by the seller and buyer and approved by the On-Site office.
6. You will be given a detailed list of everything that will be checked upon your final move-out inspection.
7. You must turn in to the office your original Occupancy Agreement, Cooperative Handbook, current Rules & Regulations booklet, and original Membership Certificate. The Membership Certificate will need to be endorsed by the member(s) and the On-Site Manager in front of the On-Site Manager.
8. After you have moved out all of your belongings and have done all the cleaning, painting, etc. that you are going to do, a Final Move out Inspection will be scheduled with you present. If you (or a co-member) are not able to be present, you must designate a proxy in writing. This final inspection cannot be done before you move because damage sometimes occurs during moving. The Final Move out Inspection will determine whether any further cleaning or maintenance is required and what you will be charged for. At this time, you will turn in your keys to the unit.
9. Remember that maintenance will need time between your Final Move out Inspection and the new member's move-in date to take care of refurbishing the unit and routine maintenance. Do not tell the new member he/she can move in on a certain date. The On-Site Manager will set that up with the new member.

10. You must move out on or before the date you specify in your Notice of Intent to Vacate. If there is a change in your plans, let the On-Site Manager know immediately.

SECTION - M - PARKING, PARKING LOTS AND VEHICLES

Loma Vista West was designed and built in the late 1960's when most families had only one car. Typically, now families have two or more cars. Loma Vista West members have to follow the parking rules to be fair to all members that live here. The On-Site office enforces these rules. Members who violate the parking rules are subject to being towed at member's expense. Repeated parking offenses could place that member in default of their Occupancy Agreement and that member is subject to attorney fees and legal action.

1. Each unit, except units with attached garages, has **ONE (1) numbered parking spot** for that member's exclusive use. Do not park in another member's numbered spot even if that unit is vacant. Your vehicle could be towed at your expense.
2. A member's second car OR one guest car may be parked in any guest spot in the member's court, if available. Any additional cars belonging to that member, that member's family, or guests **MUST** be parked on the street. No parking in a GUEST spot for more than forty-eight (48) hours.
3. No parking by curbs painted yellow or red.
4. No double-parking, or tandem parking other than motorcycles or motor scooters, behind another vehicle in a court, even if that vehicle is your own. Your vehicle could be towed at your expense.
5. No parking or driving on the grass. Vehicles are allowed only on paved surfaces.
6. Members in garage units have exclusive rights to their immediate driveway, however all vehicles in Durango driveways must be properly licensed, operational and held to the same standards of vehicles in the parking lots. No parking on the concrete turn around area in a garage unit court.
7. Members are allowed to do minor motor tune-ups, brake adjustments and maintenance on their vehicle but only in the member's numbered parking space or driveway. No vehicle should be left unattended while on jacks or jack stands. All repairs must be completed within 24 hours. The work area must be returned to its normal condition (scrap material, antifreeze, oil and grease spills must be removed from the parking spot or driveway). All oil and antifreeze must be disposed of properly and taken to an auto supply shop to recycle. **DO NOT** put oil or antifreeze in the trash dumpster or down the sewer.
8. Boats, trailers, campers, large trucks, or unlicensed or unusable cars are not to be stored in Loma Vista West. Vehicles with six (6) wheels or more are prohibited from parking in Loma Vista West.

9. Member or resident vehicles parked in the parking lots and Durango driveways must be properly licensed, operational, no broken glass, no flat tires, etc.
10. For safety reasons, there shall be no bike riding in designated parking spaces or between cars in the parking lot. Pedestrians have the “right of way” on sidewalks and bike riders must get off the sidewalk to let the pedestrian pass. The old tennis court and the clubhouse parking lot maybe used to safely ride their bikes
11. The Maintenance Department will not remove snow between parked cars.
12. No commercial vehicles or equipment, mobile homes, camper shells, trailers, recreational vehicles, golf carts, boats and other watercraft, motor vehicles classed by the manufacturer rating as exceeding $\frac{3}{4}$ ton, or inoperable vehicles may be parked or stored on any area within the property. For the purpose of this provision, ‘commercial vehicle’ includes any vehicle with signage or advertising containing business information displayed to public view, and any vehicle with commercial equipment on the exterior or interior of the vehicle.

SECTION - N - PATIO AREA AND OUTSIDE YOUR UNIT

1. No member shall alter, attach to, or in any way change the exterior of any unit or common ground of Loma Vista West without a pre-approved Installation/Alteration Permit (See “Improvements and Alterations” section), Landscaping Permit, if applicable (See “Plantings” section), or written approval by the Board of Directors. Any installations requiring a permit are the member’s responsibility for maintenance, upkeep or removal if the incoming member does not accept it. Members are not to attach anything to the new siding (including, but not limited to, nails, screws, patio fencing extensions, hose holders, cable wiring, window well covers, decorative items, etc.) Members will be charged for replacement costs as a result of any damage to the new siding.
2. Members can install cable or a satellite dish by having a pre-approved Installation Permit and follow those established rules. (See “Satellite Dish” section for those rules). No other outside antenna is allowed in Loma Vista.
3. Members can install handrails on the front steps outside the unit at members’ expense by having a pre-approved Installation/Alteration Permit.
4. Members can install ramps for handicapped persons at members’ expense by having a pre-approved Improvement/Alteration Permit. The member must maintain the ramp in good condition or it must be removed or replaced at member’s expense. Ramp must meet ADA requirements.
5. Exterior carpeting is prohibited in Loma Vista unless member has a doctor’s note. Members must maintain existing carpeting in good condition at all times and it cannot be replaced but must be removed when it becomes torn or in disrepair. Members removing carpeting must return concrete to good condition (defined as the removal of all glue and residue).
6. Members can have a freestanding deck (cannot be attached to building or fence) on their patio by having a pre-approved Improvement/Alteration Permit. The deck must not hinder access for maintenance or utility repairs. The member must maintain the deck in good condition or it must be removed at member’s expense.
7. Patio gates can be purchased from Loma Vista. (See the “Patio Gates” section for specific rules). Loma Vista will maintain the gates.
8. Storage sheds are permitted in patio areas only. They cannot be made of wood and they cannot extend above the patio fence. Sheds must be placed away from the fence, the building and utilities to allow access for maintenance and contractors. Member is responsible for the appearance, upkeep and removal of the shed, if necessary.

9. Members may have flower and vegetable gardens with some restrictions (See the “Plantings” section for specific rules).
10. If you want your patio area mowed, you must remove all items from grass areas (bikes, toys, furniture, hoses, trash, pet droppings, etc.). The Cooperative will mow the patio areas of units that have accessibility. If you prefer to care for your own patio area you must get a silver tab from the office to put on the outside left gate post which indicates “DO NOT MOW” to Loma Vista staff as well as any lawn contractor.
11. Maintenance and office personnel are permitted to enter patios when necessary for maintenance repair, mowing, patio inspection, exterior inspection, or any other legitimate reason. If the gate is locked, personnel may gain entrance by whatever means necessary. Any utility company is also permitted to enter patios when necessary. The Staff or Board Members are permitted to enter patios for annual inspections.
12. Cracked/broken window glass, torn screens, damaged storm doors or patio doors in a member’s unit shall be replaced at no charge to the member only under the following conditions:
 - a) The damage is due to a storm and reported within five (5) business days to the office.
 - b) The damage is due to vandalism or break-in and the member files a police report and brings that report to the On-Site office.
 - c) Normal wear-and-tear on screens due to age, not due to the member’s neglect or fault.
 - d) This does not apply to improvement stair window.

All other glass, screen, storm or patio door replacements will be charged to the member.

13. There shall be no grills, bars or other security devices placed on the outside of windows. Members can have security bars on the inside of windows if they are the “break-away” type, or non-break-away as long as there are two (2) exits (door or stairs) from that level in the unit.
14. Window coverings, films, or paint cannot be placed on the outside of the windows. Windows may *not* be painted. Blankets, sheets, trash bags, cardboard or any similar materials will *not* be used on the inside or outside of the windows.

15. If a member allows trash or debris to accumulate on their exterior premises that creates unhealthy, unsanitary, fire or hazardous conditions, the management will notify the member to correct the defect. If not corrected within the time allowed, a chargeable work order will be billed to the member.
16. No hot tubs are allowed in Loma Vista West.
17. Ice Melt or a similar product is available at NO COST through the office to members for de-icing their own sidewalks. No salt is to be used because it deteriorates the concrete. Members must bring their own 2-gal container to the office.
18. No person shall, within the confines of Loma Vista West Townhouses, Inc., kill, slaughter butcher or clean any poultry, game or any other animals.
19. Members using a BBQ grill/smoker must place the grill at least ten (10) feet away from the buildings and from the patio fencing. Do not use a charcoal grill on windy days and do not leave an open grill unattended. No other open fires (fire pits, chimeneas, etc.) are permitted in Loma Vista West.
20. Water slides or 'slip and slides' are not allowed in Loma Vista.
21. Any and all wood, timbers, slats, etc. added to the bottom of the patio fence or gate will be painted to match the finish on the patio fencing. Failure to do this could result in a chargeable work order to the member.
22. Members are not permitted to chain, tie or otherwise affix any item or pets to light posts, handrails or any other part of Loma Vista property.
23. Electrical cords of any kind cannot be strung across grassy areas, sidewalks, into parking areas, or running between/under front doors, patio doors, garage doors or windows. This presents a safety hazard for tripping as well as it poses a fire hazard if the cords become frayed. The only exception is if a member is very temporarily using a leaf blower or a small power tool. After use, the cord must be unplugged and taken inside your unit.
24. Members who want an electrical outlet installed outside of their unit, or an additional outlet installed inside their unit need to complete an Installation/Alteration Permit and the Loma Vista office must approve it before you can begin installation. The completed work must pass inspection so a licensed electrician should do it.
25. Members shall not affix, nail, screw, or otherwise attach anything to the outside of your building.

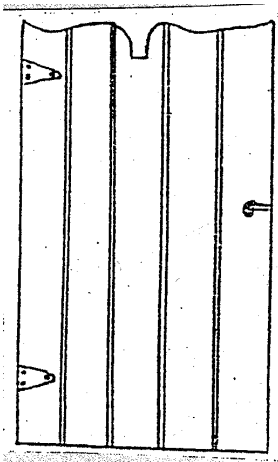
26. Only Loma Vista Maintenance staff or an authorized contractor is allowed on any roof in Loma Vista.
27. Holiday/Exterior Seasonal Lighting
 - Exterior seasonal lighting is permitted 30 days before and 30 days after the event.
 - Only gutter clips may be used for attaching the lights – no staples, nails, or screws.
 - Lights may not be attached to any part of the structure (with the exception of gutter clips).
 - Only Loma Vista Maintenance Staff or an authorized contractor is allowed on any roof in Loma Vista.
 - Extension cords may not be run through doors or windows.
 - Electricity must come from an exterior outlet or exterior light fixture.
 - Lights and cords must be rated for exterior use.
 - Lights can only be hung as high as a 16 foot ladder will allow.

SECTION - O - PATIO GATES

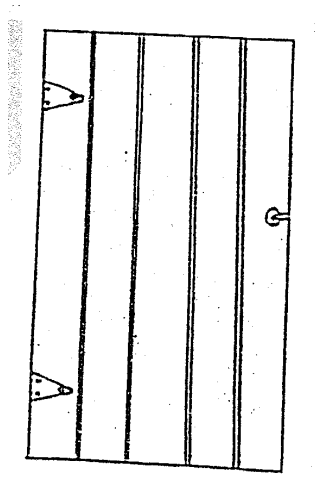
Patio gates are provided at members' expense and maintained by Loma Vista. The following rules will apply for patio gates:

Patio gates shall be one of the three (3) designs shown below.

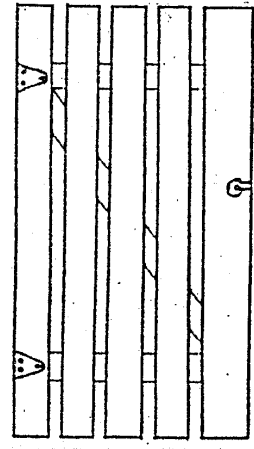
1. Gates should be made of $\frac{3}{4}$ " thick redwood or seasoned wood that, after construction, is painted to match the finish on the patio fences. Paint is available in the office.
2. Any and all wood, timbers, slats, etc. added to the bottom of the patio fence or gate will be painted to match the finish on the patio fencing. Failure to do this could result in a chargeable work order to the member.



Gate "A"



Gate "B"



Gate "C"

SECTION - P - PET RULES AND REGULATIONS

Registration: All pets must be registered at the Loma Vista West office. Members must do the following to register each pet:

- Compete and sign a Pet Registration Form.
- Sign the Rules & Regulations Form.
- Submit proof of up-to-date vaccinations, and re-submit proof annually.
- Submit proof of a current Kansas City Pet License, and re-submit proof annually.
- Attach a recent photo of the animal to the Registration Form and re-submit new photo annually.
- If requested, submit proof of animal's weight or shoulder height.

Rules and Regulations:

1. Visiting pets are not allowed in Loma Vista West.
2. Members are limited to two (2) pets per household and visiting pets are not permitted in Loma Vista West. The only animals permitted in Loma Vista West are dogs, cats, caged gerbils, caged hamsters, caged birds, fish aquariums - maximum twenty (20) gallons and caged turtles. The pet's weight when fully grown shall not exceed forty (40) pounds and the shoulder height shall not exceed eighteen (18") inches. Pit Bulls, Chows, Akitas, Rottweilers, Dobermans, Staffordshire Terriers, or any mix thereof WILL NOT BE ALLOWED. Unless specifically listed above, REPTILES OR RODENTS WILL NOT BE ALLOWED.
3. Members must have all pets properly immunized and licensed pursuant Kansas City, Missouri's City Ordinances. Verification of immunizations and Kansas City Pet License must be submitted with initial registration and re-submitted to the Loma Vista West office on an annual basis.
4. Members will not allow their pets to make unreasonable noise. Members are responsible for ensuring that their pets do not disturb or annoy other members or neighbors.
5. Members will not allow their pets to run loose at any time. When a pet is outside the member's unit, including patio back yards that are not enclosed, it must be on a leash, not to exceed eight (8) feet, and accompanied by a responsible person at all times. Members are not permitted to chain or stake their pet outside and doghouses are not allowed outside. Members are responsible to clean up solid waste from their pets in a sanitary manner before placing in the trash.

6. Members are responsible for keeping all areas where pets are housed clean, safe and free of parasites, including fleas. Cat owners must place soiled cat litter in strong, tied, plastic bags and dispose of the bags in the dumpster. Outside the unit, members must immediately pick up and dispose of all pet solid waste in a sanitary manner.

7. Members are responsible for and must pay for all damages caused by their pets to the Cooperative grounds and structures inside and outside of units. In the event of such damage, member will restore the involved property to its original condition at the member's own expense. Should member fail to restore the property within fourteen (14) days of discovery of damage, the Cooperative will make the necessary repairs and the member will immediately pay all costs and charges related to the repairs.

8. Members that violate any of these rules and regulations regarding their pets are in violation of their Occupancy Agreement. Any member with two (2) violations of these rules within a one (1) year period will have their pet privileges permanently revoked.

9. All pet complaints turned in to the Loma Vista office must be in writing and must be signed by a member.

I have read, understand, and agree to abide by the above rules and regulations.

Member(s) Signature

Date

Print Member(s) Names

Address

LVW Pet Policies 1972, Rev. 1999, Revised August 22, 2006

PET REGISTRATION FORM

It is the member's responsibility to register their pet in the Loma Vista office immediately upon obtaining the animal. Members are limited to two (2) pets per household and each pet must be registered. To register pets, the member must attach a copy of the animal's vaccination records from the veterinarian, a copy of the current Kansas City Pet License, and a recent photograph of the animal. Members must read and sign a copy of Loma Vista West's Pet Rules and Regulations. Return this form to the Loma Vista office along with a signed Rules and Regulations form.

Date: _____

Member's Name: _____

Address: _____

Phone Number: _____

Pet's Name: _____

Type of Animal: dog cat

Breed: _____

Approximate Weight: _____ Approximate Shoulder Height: _____

Description of Animal: _____

Age of Animal: _____ Spayed/Neutered: yes no

Veterinarian's name and phone number: _____

I have read, understand, and will abide by the rules and regulations governing pets.

Member's Signature

Date

Print Member(s) Name

Address

OFFICE USE ONLY

Shot record received.

KCMO Pet License received.

Picture of animal received.

Approved By: _____
On-Site Manager, Loma Vista West

Date

SECTION - Q - PLANTINGS

1. Planting trees and shrubs and placing protective barriers on common ground must have approval of the Board of Directors.
2. There shall be no trees in or about a member's patio area, unless potted in freestanding container and the height shall not extend above the patio fence.
3. There shall be no foliage growing on, climbing up, or attached to fences or buildings.
4. A member's request for planting trees or shrubs should be made by completing a Landscaping Permit (attached after this section), which includes the type or name of tree or shrub proposed, height and spread of crown at maturity, root system, and the exact location of the proposed planting(s). The member is responsible for calling 1-800-DIGRITE, to assure that the proposed planting site does not interfere with underground or overhead gas, electric, telephone, or cable television lines. It is advisable to present tree or shrub tag or copy of same when making application.
5. All trees and shrubs planted by an individual member will automatically become the permanent property of the Cooperative. Loma Vista West Townhouses reserves the right to trim, remove or replace any tree, shrub, or barrier on Cooperative property at its discretion.
6. Members may have flower gardens along the foundation of their townhouses, within and along the patio fence, and around the base of trees. These plantings may extend into common ground no more than three (3) feet from the building or patio, and no more than two (2) feet from trees. The Board of Directors reserves the right to limit the size and location of the garden(s). Vegetable gardens cannot be located in front or sides of townhouses.
7. Each member is permitted to border any flower garden or shrubs planted in the front or end (if applicable) of his/her townhouse with landscape timbers, edging, etc. The upkeep or removal of these items is the responsibility of the member.
8. Each member who plants any type of plantings agrees to keep the area free of weeds and in a neat and pleasing manner. Failure to maintain any area will result in the area being brought up to an acceptable level by Loma Vista West Maintenance at the member's expense.
9. There must be access to utility meters and the air conditioner. The areas used for gardening must be reseeded or resodded into lawn when the member moves out, unless the incoming member agrees, in writing, that he/she wishes to retain the garden plot. If a garden area must be reseeded or resodded it will be done at the outgoing member's expense.

10. The planting area in the front of a unit is from the foundation to the end of the steps (not the sidewalk).

Water Usage

1. Watering schedule for lawns and gardens inside and outside patios:
 - a) Odd-number Units
 - i. Saturday, Monday, & Wednesday only
 - ii. 1 (one) hour per day between 6 AM to 10AM or 6 PM to 10 PM
 - b) Even-numbered Units
 - i. Sunday, Tuesday, & Thursday only
 - ii. 1 (one) hour per day between 6 AM to 10 AM or 6 PM to 10 PM
2. Washing Vehicles on Loma Vista property is strictly prohibited.

SECTION - R - PLAYGROUNDS

The following Playground Rules have been formulated to help our children play safely in and around the Loma Vista playgrounds.

1. Playgrounds shall ONLY be used between the hours of 8:00 AM and Dusk.
2. Any child 4 years or younger shall be supervised on the playground by a responsible adult resident or member of the Cooperative.
3. Members or resident's children or their guests over 12 years of age MAY NOT use the playground equipment.
4. There is a 10:00 PM curfew for all members' children 16 years of age and younger and their guests on Loma Vista West Townhouses Common Ground and playground area.
5. Loud, abusive or "foul" language WILL NOT BE TOLERATED on a playground or Loma Vista's Common Ground.
6. Playground equipment shall only be used in the manner for which it is intended:

DO NOT climb on swing sets, throw empty swings, climb up the slides or jump from slides.

DO NOT carry pens, pencils or dangerous objects on to the playground. DO NOT throw dirt, small rocks or sticks.

DO NOT bring food or drinks on the playground itself.

If you do eat or drink in the immediate area of the playground – THEN CLEAN UP YOUR MESS – don't leave it for someone else to do.
7. DO NOT bring animals of any kind to the playground area.
8. Respect other children's space. Keep your hands and feet to yourself. NO PLAY fighting, wrestling, ball tag or dodge ball on the playground area.
9. No ball playing (whatever the sign says) in the Common Area per posted signage. If anyone is caught damaging or destroying the signs, the member will be responsible for damages and may be brought before the Board.

SECTION - S - POOL

Everyone permanently residing in Loma Vista West Townhouses, Inc. shall be a member of the swimming pool regardless of age. All members and permanent residents must have completed a swim form located in the Office for admission to the pool, deck, and patio areas. Members must annually complete a Swim Form and submit to the On-Site Office to be admitted to the pool and pool area. Members, residents and guests of members must follow the pool rules as well as rules that are posted at the pool. The pool, deck and patio area are not available to private parties being held in the Clubhouse.

ALL SWIMMERS USE THE POOL AT THEIR OWN RISK.

The pool is staffed with one or more Pool Attendants under the direction of the On-Site Manager. The Pool Attendants have the authority to enforce the rules up to and including expulsion from the pool or loss of pool privileges for the remainder of the season.

1. **Administration.**

- a) 1st offense: verbal warning, possibly sitting out of the pool for 30 minutes.
- b) 2nd offense: ejection and not allowed in the pool or on the pool grounds for 48 hours.
- c) Repeated misconduct: If a person is asked to leave the pool 2 times during the season, he or she will be prohibited from using the pool for the remainder of the season.
- d) In some extreme cases, a person may be asked to leave the pool area immediately. If this happens, that person will not be allowed to return to the pool until management or the board of directors reviews the report of their conduct and takes the necessary measures to insure the incident is not repeated. In such cases, the member will be notified in writing of the suspension.

2. **Admittance to Pool Facilities.**

- a) All members are required to log in (and log in their guests) upon entry to the pool area. Members or permanent residents will not be admitted to the pool or pool area without an updated annual Swim Form in the On-Site Office.
- b) Children under fourteen (14) years of age must be accompanied by an adult (at least 18 years of age) or a babysitter (at least 14 years of age) registered with the On-Site Manager.

- c) Children 14 - 17 years of age can be admitted to the pool if the child is accompanied by an adult (at least 18 years of age) or if there is a Parental Waiver on file in the On-Site Office.

3. **Attire.**

- a) Proper swimwear only is allowed in the pool. White t-shirts may be worn over swimwear.
- b) All babies and toddlers that are not potty trained must wear disposable diapers that are made specifically for swimming.
- c) The Clubhouse facilities shall be “OFF LIMITS” to persons in swim attire.

4. **Baby Pool.**

- a) The baby pool is only for children 5 years of age or younger. Parents or a responsible adult (18 years or older) must be with the children at all times.
- b) Deck chairs only are permitted in the baby pool area. Limited space prohibits use of lounge chairs.
- c) All babies and toddlers that are not potty trained must wear disposable diapers that are made specifically for swimming.
- d) No food is allowed in the baby pool area; only beverages in non-breakable containers are allowed.

5. **Behavior.**

- a) Running, pushing, shoving, dunking, foul or abusive language, spitting, rough play, littering, towel flipping, etc. is not allowed.
- b) NO DIVING.
- c) Non-Swimmers must stay at the shallow end of the pool unless accompanied in the water by an adult (18 years of age or older).
- d) Do not hang on, sit on, swing on, or handle in any way, the pool dividing floating rope.
- e) Hard objects, including but not limited to Frisbees, balls, cans, etc., shall not be thrown, pitched, or otherwise passed through the air in the pool, deck, or patio areas. This includes any object, which in the opinion of the Pool Attendant would inflict injury to another person or create disturbance to other pool members.

- f) No smoking except in the patio area.
 - g) No food except in the patio area.
 - h) Electric radios, televisions, etc. are not permitted in the pool, or deck area. Ear plugs must be used with electronic devices.
 - i) No animals are allowed in the pool, deck, or patio areas.
 - j) Member, residents and guests are responsible for their own possessions. The Cooperative is not responsible for lost or stolen articles.
6. **Emergency Telephone.** The telephone at the pool is for emergency use only. No calls shall be made from this phone unless there is a pool emergency.
7. **Flotation Devices.** Small personal floatation devices or life preservers shall be permitted only in the shallow end of the pool up to the pool dividing floating rope.
8. **Food and Beverages.**
- a) NO Food or beverages of any kind are allowed in the water.
 - b) Food is only permitted in the patio area. All beverages must be in non-breakable containers. GLASS is not allowed anywhere in the pool, the pool deck or patio area.
 - c) Patio tables and chairs shall not be removed from the patio, pool area, except for scheduled Loma Vista West functions.
9. **Guest Policy.**
- a) Authorized Guests. All guests must be signed in by an adult (18 years or older) member or permanent resident. The member/resident must accompany and remain with the guest(s). The member/resident will be responsible for their guests.
 - b) Number of Authorized Guests. Each townhouse is allowed a maximum of five (5) guests at one time.
 - c) Guest(s) Responsibility. All guest(s) are subject to the same rules and regulations as members.
10. **Hygiene – Personal.** Persons are NOT allowed to use the pool who have any skin disease, sore or inflamed areas, bandages, band-aids, sore eyes, colds, nasal or ear discharges, or any communicable disease.

11. **Opening / Closing.**

- a) The pool and all adjacent areas shall be open daily to all members during the hours posted, weather permitting. Pool hours may change from year to year according to the budget limitations and availability of help. Pool hours shall be published each year in the Loma Visitor or in a special flyer prior to opening of the pool season.
- b) During inclement or unseasonable weather, the opening and closing shall be at the discretion of the Pool Attendant on duty in conjunction with guidelines established between the Board and the Property Manager. In the event of lightning, the pool shall be closed, and every effort shall be made to re-open the pool when the inclement weather clears.
- c) No one shall be allowed in the pool, deck, or patio area before or after the posted hours except for scheduled events.

12. **Honorary Members.** Honorary Members are those members who have been approved by the Board of Directors for a lifetime Honorary Membership in Loma Vista West Townhouses, Inc. Honorary Members are accorded all privileges of the regular membership. A list of Honorary Members will be given to the Pool Attendants to be used for admittance to the pool, patio, and deck areas.

Loma Vista West Townhouses, Inc. Parent -Adult / Child Pool Waiver

This waiver is my acknowledgement to Loma Vista West Townhouses, Inc. that my child or child that I am supervising is _____ years of age and cannot be admitted to the pool area and pool without adult supervision. I acknowledge that I am responsible for their safety and actions and will keep them under my care, control and supervision while they are in the pool and pool area.

Date: _____

Name of parent / adult /: _____

Address: _____

Name of child: _____

Child's age: _____ Date of birth: _____ Gender: _____

Phone contact number: _____

Parent / adult signature: _____

SECTION - T - SAFETY

1. SMOKE DETECTORS. In compliance with Kansas City Ordinances, a smoke detector has been properly installed on each level in each unit.
 - a) Maintenance. It is the responsibility of the member to maintain the smoke detector in working order including the purchase and replacement of the 9-volt batteries. If the smoke detector is no longer working, it is the member's responsibility to call the office and request a service call.
 - b) Inspection.
 - i. Annual inspections by a Loma Vista West representative may be conducted to ascertain the presence and condition of the smoke detectors. Needed replacement of the detector or battery will be charged to the member.
 - ii. If during an inspection, your smoke detectors are found to be disconnected, tampered with, damaged or the batteries have been removed, you will be charged for the repair or replacement.
2. No alterations can be made to the passage doorknobs or deadbolt locks.
3. Bedrooms or sleeping rooms are not permitted in basements without walkout doors as it is a violation of the fire code.
4. All units are equipped for an electric washer and dryer. The dryer must be properly vented to the outside as approved by Loma Vista Maintenance. Gas appliances are not permitted.
5. Security alarms are an improvement and require a pre-approved Installation/Alteration Permit. Loma Vista is not responsible if the alarm goes off due to emergency access or work orders.
6. Members are not permitted to leave patio chairs, garden hoses or any other items in the yard or on sidewalks. This poses a problem for the landscaping crew as well as it poses a tripping hazard for other members, staff and contractors.
7. When not in use, bicycles, tricycles, big wheels, toys, etc. must be kept inside your unit, or in the back patio area of your unit. They should not be left in the parking lot, on the grass, in the street or in the sidewalk.
8. For safety reasons, there should be no bicycle riding in designated parking spaces or between cars in the parking lot. Pedestrians have the "right of way" on sidewalks and persons on bikes must get off the sidewalk to let the pedestrians

pass. Loma Vista has large common areas behind the units, the old tennis court and the clubhouse parking lot where people can safely ride their bikes.

9. Combustibles - Gasoline/Kerosene, Etc.: No gasoline or gasoline engines of any kind are allowed inside of units. Kerosene heaters, wood stoves, natural gas lines (for cooking or auxiliary heating methods), or propane tanks are absolutely not permitted inside units. Combustible liquids or devices are not to be kept in or near the furnace or hot water heater. Only U.L. approved electric heaters with a safety shutoff, as an added heating method, will be allowed.
10. Members using a BBQ grill/smoker must place the grill at least ten (10) feet away from the buildings and from the patio fencing. Do not use a charcoal grill on windy days and do not leave an open grill unattended. No other open fires (fire pits, chimeneas, etc.) are permitted in Loma Vista West.
11. If a member wishes to build a wall in his/her basement, in accordance with § 703 of the Building Code of Kansas City, a minimum of thirty-six (36) inches clearance is required in front of the furnace providing there is a door in the wall located in front of the furnace or the distance is greater without a door but sufficient enough to allow the removal of the furnace without the removal of the heating ducts or conduits.
12. If a member allows trash or debris to accumulate on their exterior premises that creates unhealthy, unsanitary, fire or hazardous conditions, management will notify the member to correct the defect. If not corrected in a reasonable amount of time, a chargeable work order will be billed to the member.
13. INTERIOR INSPECTIONS.
 - a) Interior Inspections will be conducted annually or at any other time when a potential housekeeping, health, safety or fire hazard is suspected.
 - b) Initial Inspection. If any deficiencies are noted during an initial inspection, a copy of the inspection will be left in the unit notifying the member that they will be given a specific number of days (number of days is dependent on the severity of the hazard) to bring the unit up to Cooperative standards. A re-inspection will be conducted at the end of the time frame
 - c) Re-Inspection. A re-inspection will be conducted at the end of the time frame. If the unit is found to be in satisfactory condition no further follow-up inspections will be scheduled. If any of the deficiencies noted during the initial inspection have not been corrected at the end of the initial time period a either Maintenance will correct the situation and charge the member, or a Notice of Default will be sent to the member giving them ten (10) days to correct the deficiency or be sent to the attorney for resolution.

- d) Referral to Attorney. Failure on the part of the member to bring their unit into acceptable condition under the terms of the Notice of Default will be referred to the attorney for legal action.
14. Electrical cords of any kind cannot be strung across grassy areas, sidewalks, into parking areas, or running between/under front doors, patio doors, garage doors or windows. This presents a safety hazard for tripping as well as it poses a fire hazard if the cords become frayed. The only exception is if a member is very temporarily using a leaf blower or a small power tool. After use, the cord must be unplugged and taken inside your unit.
 15. Members who want an electrical outlet installed outside of their unit, or an additional outlet installed inside their unit, need to complete an Installation/Alteration Permit and the Loma Vista office must approve it before you can begin installation. The completed work must pass inspection so a licensed electrician should do it.
 16. Electrical Wiring. The electrical distribution panel is located in the basement of your unit. All circuits in the townhouses are 110-volt. If a 220-volt is needed for an appliance, the member needs to complete an Installation/Alteration Permit and the Loma Vista office must approve it before you can begin installation. The completed work must pass inspection so a licensed electrician should do it.
 17. Only Loma Vista Maintenance staff or an authorized contractor is allowed on any roof in Loma Vista.

SECTION - U - SATELLITE DISH - INTERNET

Satellite Guidelines

The Board has approved the use of a wooden brace attached to the patio fence to stabilize the reception quality of satellite dishes. The brace is not used to install the dish; just to stabilize the reception. The dish pole is set in concrete about two feet down. The wooden brace must be painted the same as the patio fence. Paint is available at the office.

1.

SECTION – U - SATELLITE DISH /INTERNET SERVICE PROVIDERS VERIFICATION & RULES

Date: _____ **Member Name:** _____
Address: _____ **Phone:** _____

Exterior satellite TV antennas are permissible in patio areas only if the following criteria are met:

1. Member must submit a Satellite Dish/Internet Service Verification to office before installation and be notified when installation is to occur. The installation **MUST** be inspected before the contractor leaves the job site.
2. The dish must not extend above the patio fence unless a signal cannot be received. Satellite dishes installed higher than ten (10) feet shall be installed on a metal pole able to support the diameter of satellite dish & wind conditions. Pole shall be incased in concrete of eight (8) inches in diameter and twenty (20) inches in depth. Guy wires and or internet service wires may not be attached to buildings, fences, patio slabs or stakes in common areas. **Loma Vista West Townhouses utilities are underground; therefore, you must contact Dig Rite (1-800-DIG-RITE) before digging.**
3. The dish must not exceed 39.37 inches in diameter.
4. Dishes must not be attached in any manner to any part of the building, patio slab, or patio fence.
5. Dishes must be installed with at least a twenty-four (24) inch clearance from any building or air conditioning unit and at least a twelve (12) inch clearance from any fence.
6. Dishes must be installed in such a manner as to be stable enough to withstand the elements and, not be a nuisance or danger to other members, building, fences, or air conditioning units.
7. No holes or breaches of any manner in exterior walls, roofs, or exterior foundation walls will be permitted for installation of the satellite dish or internet service.
8. Wiring must be secured in a manner as not to cause a danger or nuisance to Loma Vista West Townhouses, Inc. members, guests, employees, contractors or public utilities in the performance of their duties.
9. Loma Vista West Townhouses, Inc. **WILL NOT** be responsible for any damage caused to the satellite dish or internet service wiring by Loma Vista West Townhouses, Inc. personnel in the performance of their duties.
10. The member shall be responsible for all costs of installation, repairs, failure, or removal, if needed.

Revised February 2017

11. The member shall be responsible for the cost of removal when leaving Loma Vista West Townhouses, Inc.

Loma Vista West Townhouses, Inc. regrets these rules may not be altered and some members may not be able to receive a satellite signal due to their unit's location. Loma Vista West Townhouses, Inc. suggests having a satellite dish representative come to their unit and determine if they will be able to have service in compliance with these rules.

I have read and understand Loma Vista West Townhouses, Inc.'s rules governing the installation of satellite dish/ internet service and agree to them.

_____	_____
Loma Vista Maintenance (after inspection)	Member Signature
_____	_____
	Date

SECTION - V - TRANSFERS

It is the desire of the Cooperative to permit members to transfer to another unit, while at the same time guaranteeing, as well as protecting, the rights of all three members concerned (i.e. incoming member, transferring member, and outgoing member). In 2005, Loma Vista received a legal determination that a person cannot own two (2) memberships at the same time; therefore, the transferring member must be able to sell their existing unit within a 30-60 day timeframe. There is a Transfer Application and Transfer Acceptance form to be completed in the on-site office as well as the following criteria that must be met. A transferring member must also follow the inspection and rehab procedures established for members moving out and selling their units.

Criteria for Transferring Members

1. Household Statistics – Your Household Composition, Vehicle Registration and Pet Registration must be up to date ANNUALLY. If your last Recertification was completed over three (3) months prior to transferring, an Interim Recertification must be completed showing Household Composition and income.
2. Payment Record – Your account must show no default in carrying charges or insufficient funds checks for six (6) months prior to transferring. Also, any other outstanding balances on your account must be paid in full.
3. Condition of Unit – The unit you now occupy must pass inspection. The inspection must report the unit to be clean; that all appliances, fixtures and equipment are used in a safe manner and only for the purpose intended; that no part of the common areas or grounds have been destroyed, defaced, damaged or removed; that all defects in plumbing, fixtures, appliances, heating equipment or any other part of the unit have been properly reported; and that all garbage and other waste has been properly contained and removed as necessary
4. Rehab Deposit – A preliminary inspection must be performed on your present unit. The total estimated cost of the rehab must be paid “up-front” by a cashier’s check or money order prior to signing the “Member Transfer Acceptance” form. If the actual rehab cost is less, the transferring member will be refunded the difference. If the actual rehab cost is more, the transferring member will be billed for the difference.
5. Prior Unit Options (one must be chosen)
 - a. OPTION A: Sale of Prior Unit - Your present unit must be sold (application for membership approved) prior to signing the “Member Transfer Acceptance” form. You will be given 60 days for your membership to sell. If an approved applicant is not procured within 60 days of signing your transfer application, you must choose from the following options:

- i, Exercise option B as described below
 - ii. The unit you have chosen for transfer will be offered to the next person on the internal wait list to exercise option B. You will be placed back on the internal transfer list and the next available unit will be offered to you.
 - iii. You may withdraw entirely from the transfer process and your transfer fee will be refunded.
- b. OPTION B: Purchase membership for new unit/ Complete Intent to Vacate for old unit – You may choose the option putting your current unit on the market and purchasing the membership on the new unit. The stipulations are as follows:
 - i. Equity costs for the new unit must be paid prior to moving in.
 - ii. Old unit must remain unoccupied and on the market prior to moving in to the new unit. A 3 day grace period will be given to allow you time to move your belongings from one place to the other.
 - iii. Carrying charges must be current on both units while a buyer is being procured for the old unit.
 - iv. Payments will be applied to the old unit first. Any default in payment can result in your eviction from your new unit.
- 6. Difference in Equity – You will be required to pay the difference in equity (if any) on the new unit the day you take the key to the new unit. This must be paid by cashier's check or money order separately from your pro-rated carrying charges.
- 7. Pro-rated Carrying Charges – You will be required to pay any carrying charges due for the current month on your new unit. This must be paid separately from the difference in equity.
- 8. Income - Your actual income must not be so minimal as to cause more than 30% of your total income to go toward payment of carrying charges.

PROCEDURE FOR ADDING OR REMOVING A NAME, OR TRANSFERRING THE OWNERSHIP OF A MEMBERSHIP AT LOMA VISTA WEST TOWNHOUSES, INC

Applicant(s) must meet the criteria set forth in the written Member Selection Criteria established by the Board of Directors. Once approved by the cooperative, an Occupancy Agreement and Membership Certificate are completed with the name of the member(s) on the documents. A household composition is completed which states each person, including the member(s), who will occupy the unit.

If, after occupancy, a member wants to change the member(s) of record for any reason, the following guidelines must be followed:

- 1. Transfer to Household Composition Resident:** If a member wants to transfer their membership to someone already listed on the household composition, they may do so if that person **qualifies** under the guidelines set forth for becoming a member in the cooperative and has lived in the unit for six (6) months.
 - A recertification is required
 - An inspection of the unit will be performed listing any structural damage (i.e., holes in walls, doors, etc.) This structural damage must be corrected prior to approving the membership transfer. A complete rehab of the unit will not be necessary (i.e., cleaning, painting, etc.)

- 2. Transfer to Non-Household Composition Resident – Not Allowed.** If a member wants to transfer their membership to someone **not** listed on the household composition, this will not be allowed. They must place their Membership on the market for sale and normal procedures must be followed.

- 3. Adding a Co-Member:** If a member(s) wishes to add someone to their Membership Certificate and Occupancy Agreement as a co-owner, they may do so if that person **qualifies** under the guidelines for becoming a member.
 - a.** A new Membership Certificate and Occupancy Agreement shall be issued upon approval.
 - b.** All members must live in the unit in which they are a member.
 - c.** An Applicant for transfer of membership must have lawfully resided in the unit for 6 months without violation any of the Rules and Regulations of the Cooperative.”

- 4. Removal of a Member:** A member can be removed from the Membership Certificate and Occupancy Agreement if the remaining member qualifies under the guidelines for becoming a member.
 - a.** A new Occupancy Agreement will be signed and a Membership Certificate issued to the remaining member.
 - b.** If a member has been removed due to death or divorce, the remaining member is not required to requalify.

5. All financial obligations must be met before any membership transfer can be completed.
6. No subleasing is allowed without Board permission pursuant to the Occupancy Agreement. If there is a violation of the Occupancy Agreement due to subletting, the sub letter cannot be consider for transfer of membership or purchase
7. Any person residing with someone for 30 days or more must be added to the household composition immediately.
8. Market rate properties will be required to update member information annually (i.e., household composition, m vehicle registration, pet registration, etc.)

SECTION - W - TRASH

The cost for trash removal is budgeted into the monthly carrying charges so all members are paying for trash removal. The following rules were developed for cost efficiency as well as keeping our neighborhood safe, sanitary and looking good. Trash dumpsters are for Loma Vista members and residents only. Trash should not be brought in from outside the property.

1. Members are responsible for their own trash being deposited in the trash bins. All household trash, food and garbage must be in tied/sealed trash bags. This helps to cut down on odors, flies and stray animals.
2. Household cooking grease or cooking oil must be in a sealed container before sealing in a trash bag. Reminder: do not pour cooking grease or oil in the garbage disposal.
3. Common area dumpsters are only for household trash. Any smaller boxes must be broken down. Any larger boxes must go into the big dumpster by the clubhouse and also must be broken down.
4. Do not overfill common area dumpsters to where the lid won't close. If the dumpster by your unit is already full, do not place trash on the ground around the dumpster. Find another dumpster in Loma Vista to use or take your trash to the big dumpster by the clubhouse.
5. Yard waste, large household items and large (broken down) boxes must go in the large dumpster by the clubhouse. Do not put things in the large dumpster that will be above the sides of the dumpster. The trash company will not take it and our maintenance staff has to pick it up.
6. The large dumpster and the common area dumpsters are for members households only, not for your friends and relatives that do not live here.
7. Soiled kitty litter or solid dog waste should be tied in strong plastic bags before putting in the dumpster.
8. If a member or guest of the member is identified and reported leaving trash outside the trash bins, a chargeable work order for the clean-up expense will be issued to the member for the clean-up expense.
9. If a member allows trash or debris to accumulate on their exterior premises that creates unhealthy, unsanitary, fire or hazardous conditions, Management will notify the member in writing to correct the defect. If not corrected in a reasonable amount of time, a chargeable work order will be billed to the member.

10. If you see papers or trash in the yards or common areas of Loma Vista, please pick it up and dispose of it properly to keep our neighborhood looking nice.

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