

Dear Neighbor,

Thank you for your responses to ballot 2. All changes were approved by at least 2/3 of homeowners and are now official.

Continuing our CC&R cleanup efforts for 2018, this is electronic ballot #3 (of 3) which tackles the final remaining cleanup items we want to address this year.

We have added a new option on this ballot (per homeowner requests) which allows you to state that you agree with all of the changes being proposed by the CC&R committee and save yourself the trouble of agreeing to each individual line item.

Also, if you encounter any difficulties with using this voting software you can alternatively reply to this email with a simple "I approve all changes for ballot 3" or "I reject all changes for ballot 3" or whatever your vote is.

Please take a few minutes to review this ballot and cast your vote.

Thank you!

Approve all changes

Some homeowners asked to have a "party-line vote" where they could approve all changes on the ballot instead of reviewing every change.

* 1. Do you want to approve all changes proposed by the CC&R committee contained in this ballot?

- ☐ Yes I'd like to approve all changes at once
- ☐ No I would like to review and approve/reject each line item one by one

Bylaw 2.3

Proposed Change

Section 2.3 Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by emailing a copy of such notice at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's email address supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In the event an owner demands that written notice be provided to them, such shall be provided by USPS mail within the same time frames as described in this section 2.3.

Reason for change: Recommended by HOA lawyer during CC&R legal review.

Final Text

Section 2.3 Notice of Meetings

Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by emailing a copy of such notice at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's email address supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In the event an owner demands that written notice be provided to them, such shall be provided by USPS mail within the same time frames as described in this section 2.3.

* 2. Do you approve this change to Bylaw 2.3?

- ☐ Yes I approve this change to our Bylaws
- ☐ No I do not approve this change

Section 2.05

Proposed Change

Section 2.05. Maintenance by Owners. Each Owner shall maintain his or her Lot and the improvements located on it in a clean, sanitary, and attractive condition. This duty to maintain includes a responsibility to repair any damage to the improvements located on the Owner's Lot occasioned by the presence of wood-destroying pests or organisms. If the Board of Directors deems that an Owner has failed to maintain his or her Lot or the improvements located on it in a satisfactory manner, notice will be provided and fees can be levied as specified in Section 3.06 of this declaration. If the Board of Directors deems that insufficient action has been taken to resolve the maintenance issue 30 days after the initial notice, the Board of Directors is authorized to arrange for the necessary repairs and invoice the Owner for any costs incurred to resolve the maintenance issue up to a limit of \$5,000 per incident., provided that a majority of the Owners do not vote to have the Association:

~~(a) Arrange for the necessary repairs; and~~

~~(b) Levy a special assessment to recover the resulting costs.~~

Reason for change: Recommended by HOA board after persistent challenges at 4539 Vintage Drive. For the good of the community, HOA must have authorization to step in and resolve maintenance issues if homeowner refuses to.

Final Text

Section 2.05. Maintenance by Owners. Each Owner shall maintain his or her Lot and the improvements located on it in a clean, sanitary, and attractive condition. This duty to maintain includes a responsibility to repair any damage to the improvements located on the Owner's Lot occasioned by the presence of wood-destroying pests or organisms. If the Board of Directors deems that an Owner has failed to maintain his or her Lot or the improvements located on it in a satisfactory manner, notice will be provided and fees can be levied as specified in Section 3.06 of this declaration. If the Board of Directors deems that insufficient action has been taken to resolve the maintenance issue 30 days after the initial notice, the Board of Directors is authorized to arrange for the necessary repairs and invoice the Owner for any costs incurred to resolve the maintenance issue up to a limit of \$5,000 per incident.

* 3. Do you approve this change to Section 2.05?

☐ Yes I approve this change to our CC&Rs

☐ No I do not approve this change

Section 3.05c

Proposed Change

(c) The Association shall have the right to institute, defend, settle, intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, in matters pertaining to the following:

(1) Enforcement of this Declaration, the Articles, Bylaws, and Rules and Regulations.

(2) Damage to the Common Area.

(3) Damage to the Lots that the Association is obligated to maintain or repair.

(4) Damage to the Lots that arises out of, or is integrally related to, damage to the Common Area or Lots that the Association is obligated to maintain or repair.

(5) In any action to enforce or defend these Amended and Restated Covenants, Conditions and Restrictions, the Amended Bylaws, or the rules and regulations properly adopted, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

Reason for change: Recommended by HOA lawyer during CC&R legal review. Our HOA has been sued in the past for frivolous reasons and while we succeeded in getting the lawsuit dismissed, it was very costly for us.

Final Text

(c) The Association shall have the right to institute, defend, settle, intervene in litigation, arbitration, mediation, or administrative proceedings in its own name as the real party in interest and without joining with it the Owners, in matters pertaining to the following:

(1) Enforcement of this Declaration, the Articles, Bylaws, and Rules and Regulations.

(2) Damage to the Common Area.

(3) Damage to the Lots that the Association is obligated to maintain or repair.

(4) Damage to the Lots that arises out of, or is integrally related to, damage to the Common Area or Lots that the Association is obligated to maintain or repair.

(5) In any action to enforce or defend these Amended and Restated Covenants, Conditions and Restrictions, the Amended Bylaws, or the rules and regulations properly adopted, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

* 4. Do you approve this change to Section 3.05c?

☐ Yes I approve this change to our CC&Rs

☐ No I do not approve this change

Section 4.07

Proposed Change

Section 4.07 Enforcement of Assessments and Late Charges

A delinquent regular or special assessment and any related late charges, reasonable costs of collection, attorney fees, and interest assessed may be collected in any manner permitted by law and shall be a lien upon the Lot.

Reason for change: Recommended by HOA lawyer during CC&R legal review.

Final Text

Section 4.07 Enforcement of Assessments and Late Charges

A delinquent regular or special assessment and any related late charges, reasonable costs of collection, attorney fees, and interest assessed may be collected in any manner permitted by law and shall be a lien upon the Lot.

* 5. Do you approve this change to Section 4.07?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 6.03d

Proposed Change

(d) All roofing materials shall be constructed of wood or tiles made concrete, slate or copper; except as noted below:

- Allowable materials for major roofs: Concrete tile, slate, cedar shingles, and pre-approved composite shingles that resemble cedar shake or concrete tile.
- Allowable materials for minor roof elements: Same materials as major roofs, weathering copper, or pre-approved weathered copper-color aluminum.

• —

~~(e) No asphalt roofing materials shall be allowed.~~

Reason for change: Update to accommodate modern building materials and provide much-needed clarification for contractors.

Final Text

(d) All roofing materials shall be constructed of wood or tiles made concrete, slate or copper; except as noted below:

- Allowable materials for major roofs: Concrete tile, slate, cedar shingles, and pre-approved composite shingles that resemble cedar shake or concrete tile.
- Allowable materials for minor roof elements: Same materials as major roofs, weathering copper, or pre-approved weathered copper-color aluminum.

* 6. Do you approve this change to Section 6.03d?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 6.03f

Proposed Change

(ef) All exterior surfaces of dwellings shall be constructed of clay brick, stone, wood or stucco; except as noted below:

- Colors to be warm earth-toned colors such as tan, brown and gray.
- Consistent wall materials and colors with continuity of use and placement. A change in materials cannot occur at an outside corner with the exception of quoining.
- Exterior walls of the entire building structure (including windows and doors) to be built with a minimum of seventy percent (70%) approved stone or brick with no exterior elevation comprised of less than fifty percent (50%) approved stone or brick.
- Allowable exterior major wall finish materials: clay, brick, and stone.
- Allowable exterior minor wall finish materials: pre-approved full-bed stone, pre-approved full-sized brick, stucco, cedar shake siding, fiber cement board lapped siding, and fiber cement board and batten siding.
- Exterior wall finish materials not allowed: logs, concrete block, metal, vinyl, and wood siding.-

Reason for change: Update to accommodate modern building materials and provide much-needed clarification for contractors.

(e) All exterior surfaces of dwellings shall be constructed of clay brick, stone, wood or stucco; except as noted below:

- Colors to be warm earth-toned colors such as tan, brown and gray.
- Consistent wall materials and colors with continuity of use and placement. A change in materials cannot occur at an outside corner with the exception of quoining.
- Exterior walls of the entire building structure (including windows and doors) to be built with a minimum of seventy percent (70%) approved stone or brick with no exterior elevation comprised of less than fifty percent (50%) approved stone or brick.
- Allowable exterior major wall finish materials: clay, brick, and stone.
- Allowable exterior minor wall finish materials: pre-approved full-bed stone, pre-approved full-sized brick, stucco, cedar shake siding, fiber cement board lapped siding, and fiber cement board and batten siding.
- Exterior wall finish materials not allowed: logs, concrete block, metal, vinyl, and wood siding.

* 7. Do you approve this change to Section 6.03f?

- ☐ Yes I approve this change to our CC&Rs
- ☐ No I do not approve this change

Section 7.03

Proposed Change

Section 7.03 Other Association Insurance

The Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. The Association also shall purchase and maintain fidelity bond coverage which names the Association as an obligee, for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services. This coverage shall be in an amount that is at least equal to the estimated maximum of funds, including reserve funds, in the custody of the Association (or the Manager) at any given time during the term of each bond. However, the aggregate amount of these bonds must not be less than 150 percent of each year's estimated annual operating expenses and reserves. The Association shall also purchase adequate officers and directors' indemnity insurance, which shall provide coverage for past and present directors. The Association also may purchase and maintain a blanket policy of flood insurance and demolition insurance in an amount that is sufficient to cover any demolition that occurs following the total or partial destruction of the Development and a decision not to rebuild.

Reason for change: Recommended by HOA lawyer during CC&R legal review.

Final Text

Section 7.03 Other Association Insurance

The Association shall purchase and maintain workers' compensation insurance to the extent necessary to comply with any applicable laws. The Association also shall purchase and maintain fidelity bond coverage which names the Association as an obligee, for any person or entity handling funds of the Association, whether or not such persons or entities are compensated for their services. This coverage shall be in an amount that is at least equal to the estimated maximum of funds, including reserve funds, in the custody of the Association (or the Manager) at any given time during the term of each bond. However, the aggregate amount of these bonds must not be less than 150 percent of each year's estimated annual operating expenses and reserves. The Association shall also purchase adequate officers and directors' indemnity insurance, which shall provide coverage for past and present directors. The Association also may purchase and maintain a blanket policy of flood insurance and demolition insurance in an amount that is sufficient to cover any demolition that occurs following the total or partial destruction of the Development and a decision not to rebuild.

* 8. Do you approve this change to Section 7.03?

☐ Yes I approve this change to our CC&Rs

☐ No I do not approve this change

9. If you have any questions or comments about anything on this ballot, the electronic voting process, or anything else you would like express to the HOA board, please add your comments here.

Thank you!

We appreciate your involvement in the Vintage Homeowners Association.