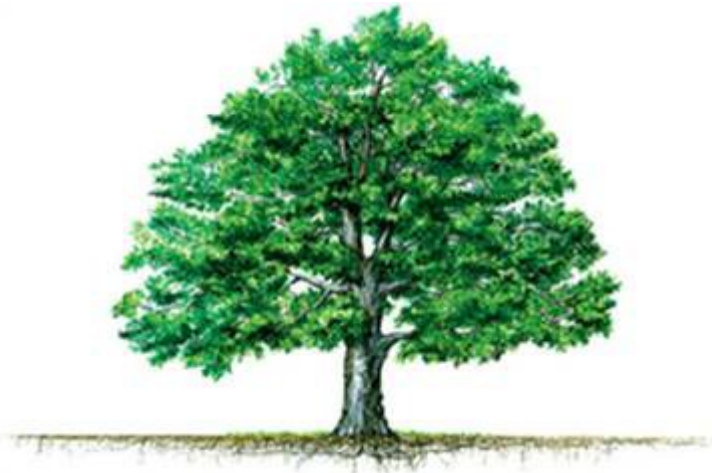


*Willow Pointe*  
*Condominium Association*



**HANDBOOK OF  
POLICIES,  
PROCEDURES AND  
PROTOCOLS**

A Compendium of Policies, Procedures and  
Protocols approved by the Association Board of Directors

**ABSTRACT**

Community experiences occasionally result in the need to clarify or resolve ambiguities in our covenant documents (Bylaws, Articles of Incorporation and Declaration) or to define a policy that better serves our community. The elected Board of Directors must resolve those needs in the best interest of the Association. Although the minutes of the Board of Director meetings record the decisions and determinations made by the Board, execution of those decisions and determinations sometimes requires elaboration into a policy, procedure or protocol. This Handbook collects those policies, procedures and protocols into a single forum for the convenience of our members.

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# Willow Pointe Condominium Rules and Regulations

Revised August 29, 2013

**Use and Occupancy Restrictions** No part of the property shall be used for other than residential use and the related common purposes for which the property was designed. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a *Unit Owner or Occupant* from (a) maintaining his personal or professional library therein (b) keeping his personal business or professional records or accounts therein, and (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction. All Owners and Tenants are expected to abide by all Federal, State and City laws.

**Use of Common Elements** There shall be no obstruction of the Common Elements or anything stored in the Common Elements without the prior consent of the Board of Directors except as expressly provided herein or in the Declaration or By-Laws. *Each Unit Owner shall be obligated to maintain and keep, IN GOOD ORDER AND REPAIR HIS OWN UNIT, in accordance with the provisions of the By-Laws.*

**Disturbances/Noises** No immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be, or become, an annoyance to the other Unit Owners or Occupants.

**NOISES** - No occupants or visitors shall make disturbing noises that will interfere with the rights, comforts or conveniences of others. LOUD/disturbing music from TV s, radios or any sound system is prohibited. No washing machine/dryer (or noisy machine of any kind) should be used after 10:00 pm and before 6:00 am. Upstairs occupants should be aware of heavy walking at all times since insulation between floors is fairly thin.

**PETS** No pets will be allowed other than those approved by the BOARD OF DIRECTORS (35 lbs weight limit) and which comply with any requirements for safety and health as specified within the Condominium documents. Dogs must be kept on a leash when outside. Owners or tenants walking their dogs are required to take them over to the fence line for waste disposal. If an accident occurs, before reaching the fence line, the pet Owner or Tenant is responsible for picking up all fecal matter. Dogs or cats are not allowed to relieve themselves on PORCHES. Dogs left unattended that whine/bark will not be tolerated. Those not abiding by these rules will be turned over to Animal Control.

**Laundry** No clothes, sheets, blankets, vehicle covers or any other articles shall be hung or draped over the white vinyl porch railings or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Nothing shall be hung from the windows, porches or balconies or placed upon the window sills; nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, decks, or porches. Porches shall not be used as a substitute storage area of unsightly clutter.

**Trash** Trash, garbage and other waste shall be kept only (and disposed of) in TRASH BAGS and in a clean and sanitary manner as prescribed from time to time within the administrative Rules and Regulations of the BOARD OF DIRECTORS. Trash bags should not be left on the ground next to the dumpsters. It must be thrown into the container. All dumpster doors should be closed after throwing in trash bags. Large items such as mattresses, hot water heaters, furniture, stoves, etc. shall not be left outside or behind dumpsters. They should either be put in the dumpster or hauled away. *This is the responsibility of the Unit Owner or their tenant(s). Violators will be fined full cost of professional fees to remove these items from our property.*

**Insurability** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any of the buildings or contents thereof without the prior written consent of the Board of Directors. *No Unit Owner* shall permit anything to be done or kept in his unit, or in the Common Elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law.

**Outside of Buildings** *Unit Owners* shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or antenna of any kind shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on any window, *WITHOUT THE PRIOR CONSENT OF THE BOARD OF DIRECTORS.*

**Electric Wiring** No *Unit Owner or Occupant* shall overload the electric wiring in the building or operate any machines, appliances, accessories or equipment to the heating or air conditioning systems or plumbing systems, other than those systems originally installed, without the prior written consent of the Board of Directors. All units must be maintained at a minimum of 55

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# Willow Pointe Condominium Rules and Regulations

Revised August 29, 2013

**Plumbing Fixtures** The water closets, lavatories, sinks and other apparatus shall not be used for any other purpose than those for which they were constructed and no sweeping rubbish or other substance shall be thrown therein. The Board of Directors reserves the right to enter any property for the purpose of repairing leaking fixtures, at the Owner's expense, if the Owner first refuses to do their own repairs.

**Alterations and Structures** Nothing shall be done in any Unit or in, on or to the Common Elements, which will impair the structural integrity of any building or which would structurally change any of the buildings. Safes, furniture, boxes or other bulky articles shall be carried up into the Unit only by first obtaining the consent of the Board of Directors, and then only by the stairways or through the windows of the Building as the BOARD may direct, and at such times and such manner and by such persons as the Board of Directors may direct. No water beds will be allowed without the expressed approval of the Board of Directors. Safes and other heavy articles shall be placed by the Unit Owner in such places only as may be first specified in writing by the Board of Directors, and any damage done to the building or to occupants or to other persons taking a safe or other heavy objects in or out of the Unit, from overloading a floor, or in any other manner shall be paid for by the Unit Owner or his lessee causing such damage.

**Window Coverings** Draperies, blinds or curtains may be installed by each Unit Owner on the windows of his or her Unit, provided the color of the portion of said draperies, blinds or curtains visible from the exterior shall be off-white or conform to those other standards specified by the Board of Directors.

**Signs** No For Sale, For Rent, Garage Sale, For Lease, signs or other window displays or advertising shall be maintained or permitted on any part of the Property or in any Unit. The right is reserved by the BOARD OF DIRECTORS or its agent to place For Sale, For Rent, or For Lease signs on any unsold or unoccupied Units and Sold signs on sold Units.

**Porches** No porches shall be decorated, enclosed or covered by any awning or otherwise, without the consent in writing of the Board of Directors. Christmas decorations are allowed. No nails, screws or any other tools shall be used to bore holes in the vinyl to accommodate such items as hanging flower pots, etc.

**GRILLS** are not allowed to be used on porches. Grills must

be located 10 feet away from any structure/building, tree, bush or electrical lines/electrical service when in use. **THIS IS A CITY LAW**

*Any person who violates or fails or refuses to obey or comply with any provision of this article shall upon conviction be punished, in addition to such other punishment, including a term of community service, as may be provided by the court, by minimum fines and penalties, for a first conviction of \$100.00 or by imprisonment for not more than ten days. For conviction of a second offense committed within one year after the date of the first offense, such person shall be punished by a fine of \$200.00 or by imprisonment for not more than 30 days or by both such fine and imprisonment. For conviction of a third or subsequent offense committed within one year after the date of the first offense, such person shall be punished by a fine of \$500.00 or by imprisonment for not more than three months or by both such fine and imprisonment.*

(Ord. No. 92-672, § 7, 11-12-1992; Ord. No. 97-813, § 1, 11-20-1997)

**Soliciting** Canvassing, soliciting and peddling on the Property is prohibited and each Unit Owner and his/her tenants shall cooperate to prevent the same.

**Automobile Washing** Automobiles are not allowed to be washed in the parking spaces. There is a designated area on the South end of the property (next to a dumpster).

**Parking** Resident and visitor vehicles parked on the premises must prominently display a Willow Pointe decal or placard visible through the front windshield. Drivers of vehicles without decals or placards are subject to question by law enforcement officers and such vehicles may be towed at owner expense. Visitor placards can be obtained in advance from the Facility Manager and retained by residents to accommodate visitors. Residents are urged to have their visitors display these placards to avoid interruption by law enforcement personnel. Parking is only authorized in designated parking zones.

**Boats, Trailers and Off-the Road Vehicles** All vehicles, other than passenger cars, pickups and vans, are required to obtain the written permission of the Board of Directors prior to being parked within the Condominium storage area. The Board of Directors shall, at their discretion, have the right to designate parking areas for boats, trailers, etc. No vehicle shall be allowed within the Condominium property if, within the judgment of the Board of Directors, said vehicle constitutes a hazard, is a nuisance, is objectionable, does not have a current tag or is left in an inoperable condition.

# Willow Pointe Condominium Association

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To: All Homeowners and Tenants

September 1, 2013

(Updated May 23, 2016)

Subject: Access to Clubhouse and Pool – Use of Coded Key Cards

As was announced in the July 2013 Newsletter, the manual key and lock system previously used for access to the Clubhouse and Pool has been replaced with an electronic access control system to record the use and allow access for persons qualified to use those facilities. Electronic card readers are located at the front door to the Clubhouse and the front Pool Gate. The back gate to the Pool will remain permanently locked.

Homeowners in “good standing”, or their designated representative, will be issued a uniquely coded key card after signing a release form that indemnifies the Association against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from their, their family's or their invited guest's use of or presence upon the facilities of the Association.

A Homeowner is in “good standing” if their assessment accounts are current and they are not under suspension from use of the amenities by the Association for a rules violation. Tenants may be suspended from use of Association amenities for rules violations as described in the Bylaws.

The requisite release form and coded key cards can be obtained from our Facility Manager whom can be contacted at 6630 Willow Pointe Drive, Huntsville, AL. 35806 or by telephone at 256-217-1888. The Facility Manager will keep office hours at the Clubhouse for the convenience of residents in order to issue or update keys.

The first card issued will be free. Additional or replacement cards will be assessed a \$25 fee. Coded key cards are not refundable. Codes will be changed on cards reported as lost or stolen. Lost or stolen cards should be reported promptly to our Facility Manger at 256-217-1888.

For those Homeowners who prefer cards be issued to their tenants or other representative, we'll need written authorization to issue the card as requested. Cards may be issued to tenants after confirming the Association has a copy of the Homeowner/Tenant Lease Agreement on file as required by paragraph 18 of the Willow Pointe Condominium Declaration. Paragraph 18 is quoted here for your convenience.

*“Lease of Unit - All leases or rental agreements for Units shall be in writing and shall be subject specifically to the requirements of this Declaration and Bylaws. No Unit may be leased or rented for a period of less than six (6) months. A copy of every lease for a Unit, as and when executed, shall be furnished to the Board. The Lessee under every such lease shall be bound by and subject to all of the obligations under this Declaration and the Bylaws of the Unit Owner making such lease and the lease shall expressly so provide. The Unit Owner making such lease shall not be released thereby from any of said obligations.”*

Tenants or renters should mail or bring a copy of their Lease agreement if they wish to obtain the key card at the office. The Facility Manager must have a copy of the lease agreement and Homeowners Authorization on file to issue the key card to a tenant or renter.

The Board of Directors invites Homeowners and Tenants to enjoy the Clubhouse and Pool. It has taken a very long time to restore those facilities to safe operation. It has been a demanding and costly project. We hope all qualified persons can enjoy and appreciate restoration of these amenities. We know our neighborhood and property values are enhanced by these restorations.

The Willow Pointe Association Board of Directors

**Willow Pointe Condominium Association**  
**Policies and Procedures for the Collection of Assessments and Other Charges of the Association**  
**Approved by the Board of Directors July 19, 2013**

The Board of Directors of the Willow Pointe Condominium Corporation, Inc. (the "Association") has adopted the following policies and procedures for the collection of Assessments and other charges of the Association. This document replaces all previous Association Collections policies and procedures.

**Obligation to Pay Assessments**

Membership in the Association is mandatory pursuant to the Terms and Conditions of the Willow Pointe Condominium Declaration applicable to all Homeowners owning or purchasing Units in the Willow Pointe Condominium Complex. The Willow Pointe Condominium Bylaws, Article XI (page 9) declares "As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property upon which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Unit."

**Due Dates**

Annual (monthly dues) Assessments are due on the 5th of each month as follows: 1/5, 2/5, 3/5, 4/5, 5/5, 6/5, 7/5, 8/5, 9/5, 10/5, 11/5, 12/5.

Special Assessments are due as defined in the notice of each Special Assessment.

**Invoices**

The Association does not use coupons, invoices or statements for scheduled payments. Homeowners are urged to arrange payments through their banks to provide payments on the schedule defined above. Homeowners who chose to pay by cash, personal check, money order or cashier check are responsible to get those financial instruments to the Association by the dates specified above. Returned checks will be assessed the return fee charged by the bank.

**Delinquent Accounts**

Annual Assessment payments received after the scheduled due dates are delinquent as defined in the Bylaws. Payments not received by the 15th of the month will be assessed a \$50 monthly delinquent fee added to the account for each month the payment is unpaid.

Special Assessment payments received after the dates defined in the Special Assessment Notice are delinquent as defined in the Bylaws. Payments not received within 30 days of the Special Assessment payment due date will be assessed a 50 dollar delinquent fee added to the account for each month the payment is unpaid.

Delinquent accounts that are 30 days or greater in arrears will have interest added to the account on all outstanding amounts at the rate of 6% per annum. The Association Financial Manager will mail monthly notices to the Unit Homeowner that invoice the escalating Assessment due the Association until the delinquent account is settled or turned over to the Association's Legal service for collection. The Association Financial Manager is authorized to establish contractually binding agreements to collect delinquent payments on a case-by-case basis during this phase of collections.

Acceptable agreements, in the form of a Promissory Note, can be used to recover delinquent arrears and avoid further penalties. Promissory Notes must include the responsible party's employment and/or personal information sufficient to file judgment claim in the event terms of the Promissory Note are violated. Cost of establishing and recording the Promissory Note will be added to the delinquent account.

Delinquent accounts that are 90 days in arrears are subject to a lien recordation placed against the property and the cost of that recording will be added to the account as allowed in the Bylaws. The Association Financial Manager will mail a final notice to the Unit Homeowner giving 20 days notice to bring the account current. Any account left delinquent past the 20 day limit will be turned over to the Association's legal service for collection with all costs for collection to be added to the delinquent account. At this point all negotiations will be handled solely through our legal services at Homeowner expense to be added to the account. Professional Collection Agency services or Court Judgment actions may be used by the Association's legal services as appropriate and the cost of those services will be added to the delinquent account.

Any property owner delinquent greater than six months will be subject to foreclosure and having their property sold to pay the past due amounts, including any collection and legal fees. Any deficiency amounts from the sale and payment to the Association will be pursued for collection as personal judgments against the delinquent prior property owner to the full extent of the law allowed.

# Willow Pointe Condominium Association (WPCA)

## Request and Rental Contract for Use of the Willow Pointe Clubhouse

<b>Name:</b>	
<b>Address:</b>	
<b>Phone/e-mail:</b>	
<b>Function:</b>	
<b>Date Requested:</b>	
<b>Number of Guests:</b>	<b>(To consider: Parking is limited. Loss of deposit will occur if guests park on the street. Is this facility going to be appropriate for your</b>
<b>Assoc. Fee Current:</b>	YES          NO

**PLEASE READ THIS CONTRACT AGREEMENT, RULES AND REGULATIONS, AND CHECKLIST BEFORE SIGNING.**

**Rental of the clubhouse is for personal purposes only.** No industry, trade, business, occupation or profession of any kind, commercial, religious, educational, or otherwise, except permitted home occupations as the same are defined under applicable provisions of the zoning code shall be conducted, maintained, or permitted on any part of the Condominium Property.

A security deposit of **\$100.00** and a non-refundable fee of **\$50.00 (one check for \$150)** must accompany this application for Private Use Rental. A security deposit of **\$100.00** must accompany this application for reserved events open to all members. Checks are to be made payable to "Willow Pointe Condominium Association". **The deposit is subject to the conditions set forth in the attached RULES AND REGULATIONS.**

**I have read and understand the contract agreement and agree to abide by the RULES AND REGULATIONS** set forth by the Willow Pointe Association Board of Directors. I certify by signature that I have received a copy of the RULES AND REGULATIONS and a copy of the CHECKLIST, and that I am personally responsible for all damages that might occur during my use of the Association Clubhouse property.

I understand that any alcoholic beverages served by me or provided for consumption during the function for which the Clubhouse was used must be confined to the Clubhouse great room and in accordance with State and Local laws. I further understand that I am personally and solely responsible for its use and may be liable for any actions as a result of such alcohol consumption by my invited guests or me. I agree to indemnify and hold harmless the Willow Pointe Condominium Association, the Clubhouse Coordinator, the Association Board of Directors and/or the property Managing Agent for any and all claims by any persons whomsoever for actions arising out of the function generally or as a result of alcohol consumption at the function specifically by my invited guests or me.

**I understand that use of the Clubhouse is limited to use of the great room, hallway, kitchenette and rest rooms and does not include the use of the swimming pool, exercise room or common or limited common areas surrounding the Clubhouse and swimming pool.**

**Renter:** \_\_\_\_\_  
Signature Date

\_\_\_\_\_

Printed Name

**Coordinator:** \_\_\_\_\_  
Printed Name



## **Willow Pointe Clubhouse Rental Use RULES and REGULATIONS**

1. For Clubhouse use purposes, the area to be used (hereinafter referred to as the “use area”) shall include but be limited to the great room, hallway, kitchenette and restrooms. The swimming pool area, exercise room and the common and limited common areas adjacent to the Clubhouse are excluded from use area. **During the pool season, the pool remains open for community use and is not reserved for private functions.**
2. A security deposit of \$100.00 and a non-refundable fee of \$50 (one check for \$150) must accompany the application for use of the Clubhouse reserved for private use. A security deposit of \$100 must accompany the application for reserved events open to all members.
3. Any Unit Owner or tenant of any Unit Owner in good standing, hereinafter referred to as the “**Designated User,**” can reserve the use area for a private function. The use area is never available for overnight activity or lodging. **The Designated User must be present at all times during use of the clubhouse** and is solely responsible for the activities of guests.
4. Designated Users may not reserve or use the Clubhouse for use by any outside organizations that are not affiliated with Willow Pointe Condominium Association, for use by any nonresident or by any business organization, for any personal business purpose or for any activity that is prohibited by law.
5. The maximum number of people permitted in the Clubhouse at any one time is 15.
6. The Designated User or their agent must accompany caterers, florists, musicians and/or all others while in the use area.
7. **The Designated User and all guests must park only in the parking lot adjacent to the Clubhouse or in spaces designated for temporary visitors to the Willow Pointe Community. Street parking is never allowed.** Vehicles parked on the street are subject to towing at the vehicle owner’s expense **and the Designated User will lose the entire deposit.**
8. The Designated User assumes full responsibility for any damage done to the Clubhouse, its contents, or the surrounding common or limited common areas. The Designated User shall hold WPCA harmless from, and shall indemnify the WPCA for, any claims against the WPCA for damages, including reasonable attorney’s fees and court costs suffered by the WPCA.
9. WPCA reserves the right to refuse future use of the Clubhouse to any Designated User if damage to the Clubhouse area or any other common or limited common area results from that Designated User being responsible for the damage.
10. Respect for community residents will be observed before, during and after any function.
11. The WPCA Board of Directors, Clubhouse Coordinator and/or Management persons reserve the right to free access to all portions of the Clubhouse at all times.
12. Pets are not allowed in Clubhouse or the common or limited common areas except as being used as companions of physically impaired persons.
13. A rental event participant on the pool deck during pool season is subject to the pool rules. No wet bathing suits are permitted inside the Clubhouse, except for the restrooms and adjacent hallway. Violation of pool rules may result in a penalty or loss of pool and clubhouse use and rental privileges.

14. It is the responsibility of the Designated User using the Clubhouse to ensure that it is left in the same conditions it was found prior to the function.
  - a. All trash, decorations and food are to be removed.
  - b. Rest rooms are to be left in a clean condition free of debris or trash.
  - c. Decorations of any kind may not be nailed or tacked to any surface, nor can transparent tape be used to attach anything to painted surfaces.
  - d. Designated User guests must evacuate the Clubhouse by 1:00AM and Designated User by 1:30AM. All doors and windows must be locked. Cleaning must not resume until after 6:00AM.
  - e. Cleaning must be completed with the Clubhouse condition restored and key placed in lockbox not later than 10:00AM the day following the function.
  - f. Attached checklist must be completed by unit owner to assure compliance with rules and regulations regarding post-rental condition of clubhouse.
15. Following the Designated User's use of the clubhouse, the security deposit will be refunded or applied in whole or in part to restore the Clubhouse to its original condition. The Clubhouse Coordinator and/or Management will determine the condition of the Clubhouse after use. This determination will be done within 24 hours of the Designated User's use.
16. Costs for any cleaning and/or repair to the Clubhouse or adjacent common or limited common areas as a result of use by a Designated User and/or guests shall be assessed against the Designated User to the extent it exceeds the amount of the security deposit. Designated User consents that the assessment together with reasonable attorney fees, court costs and/or collection costs shall constitute a legal lien against the Designated User's Unit and that any such lien may be foreclosed.
17. Violation of any rule or regulation will result in the forfeiture of part or all of the security deposit. This is in addition to any other remedy available to the Association, including the filing of a lien for any costs or damages suffered by the Association.
18. Alcoholic beverages may be served to persons of legal age and in accordance with State and Local laws but must never be sold under any circumstances. **Alcoholic beverages must be consumed within the great room of the Clubhouse only.** Actions of Designated User's guests attending generally and those consuming alcoholic beverages specifically are the sole responsibility of the Designated User. Any disturbance created by activity of the Designated User and/or guests of the Designated User shall be deemed sufficient cause to deny future use of the Clubhouse and may result in monetary damages being levied against the Designated User.
19. Designated Users must be present during the inspection or forfeit the right to protest any withholding of the deposit in whole or in part and/or additional assessment for damage costs exceeding the amount of the deposit.

## Clubhouse Rental Use Inspection Checklist

6/18/2013

The following is a checklist to be used following any event in the Willow Pointe Clubhouse. The facility is to be left essentially as it was prior to rental. Failure to clean and secure the building will result in a reduction to the amount of deposit returned as indicated below.

### General Cleaning (0-\$50)

- Carpet Vacuumed
- Hard floors cleaned
- Kitchen cleaned (sink counters, appliances)
- Furniture arranged as original configuration
- All trash removed
- Any leftover food removed
- All fans turned off
- All lights turned off
- Bathroom cleaned, toilets flushed

### Safety Issues (\$50-\$ 100)

- All exterior doors locked
- Windows shut and locked
- Door from great room to bathroom hallway closed
- Stove, oven, microwave, coffee pot turned off
- Thermostat reset to temperature it was upon occupancy

### Absolute No No's (\$100)

- Report of on-street parking
- Misconduct of guests
- Key and completed checklist not returned by 10 AM of following day
- Tape, tacks, nails in walls or evidence thereof
- Burns in floor covering or furniture surfaces

# WILLOW POINTE CONDOMINIUM ASSOCIATION

## EXERCISE ROOM RULES

The Exercise Room is for the exclusive use of the residents of record registered with the Willow Pointe Condominium Facility Manager; be they the actual Unit Owner or the Unit Owner's lessee. Only those Unit Owners and lessees with signed Release of Liability forms registered with the Facility Manger are authorized access to the Exercise Room.

1. Persons using the exercise room and equipment agree not to hold the Association liable for any actions of whatever nature occurring within the room.
2. USE EXERCISE ROOM EQUIPMENT AT YOUR OWN RISK.
3. The exercise room hours are the same as the Clubhouse hours.
4. The Clubhouse building including the exercise room is designated as a SMOKE-FREE area.
5. An adult homeowner must accompany anyone under the age of sixteen (16) while in the exercise room.
6. Exercise room equipment may ONLY be used for its intended purpose.
7. After using exercise room equipment, please wipe down the equipment you used.
8. Radio may be played at a reasonable level.
9. Please be courteous to other homeowners waiting to use the exercise room equipment. Please limit your usage to a reasonable amount of time.
10. Exercise room user must report any damage to, or malfunction of, equipment to the Facilities Manager or a Board of Directors member.

Violation of any of the exercise room rules may result in a fine of not less than \$25.00 and/or loss of Recreation Center privileges. The Board of Directors makes the final determination.

**Willow Pointe Condominium Association  
Policies and Procedures for Email Communications  
Approved by the Board of Directors June 17, 2014**

The Board of Directors of the Willow Pointe Condominium Corporation Inc. (the "Association") recognizes the benefits and limitations involved with Email correspondence and has adapted the following policies and procedures for conducting Association Business using Email. Upon approval of this Policies and Procedures it shall be a requirement that Board of Directors Members be willing and capable of using Email for Association Business.

**Authority for the Policy.** Association Bylaws, written before Email communications became an accepted business practice, are mute regarding Email technology. There is nothing in the Bylaws that prohibits the use of Email technology. Article IV, Section 5 of the Association Bylaws states "The directors have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors." Legal review by Association Legal Counsel determined that a registry signed by all members of the Active Board of Directors establishes sufficient legal authority to meet Bylaws requirements. Such a registry was established in 2012 and shall be maintained current by the Secretary of the Board.

**Separate Email addresses:** Board members may use their personal Email accounts or have individual Email addresses to be used during the time such person serves on the Board. If a Board member chooses to use an individual Email address for WP business, they shall use that Email address exclusively for Association business.

**Board Action taken outside of a meeting via Email:** The Board shall endeavor to limit action outside of a meeting, but at times action needs to be taken between Board meetings. Robert's Rules, as tailored below, shall be used to process Motions for Actions taken outside of a meeting. The Characteristics of Motions from Robert's Rules as shown in the tables below apply to Email actions in the same manner as actions decided in regular meetings.

- A. If the Board feels a decision needs to be made outside of a Board meeting and the vote is to be taken by Email, a Board member shall state the motion or issue in a distinct Email which shall be sent to all Board members. Except as shown in The Characteristics of Motions tables a Second to the Motion is required to put the motion before the Board for consideration by Email.
- B. Board members shall respond to the Email so that all may see the vote and a record of quorum is created. Failure to strictly follow this procedure will not negate or invalidate the action.
- C. With exception of a member who excludes their vote for valid cause, such as conflict of interest, etc., the count of the full population of the Board shall be used when tallying the votes.

**Record Keeping:** Written communications among, and the votes cast by, Board members that are directly related to an action taken by the Board without a meeting shall be maintained as Association records. Except for the foregoing and Email communications regarding matters related to anticipated or pending litigation, all other Email communications may be purged after three years.

**Copies of Emails:** All Board members shall be included in any Email discussion regarding Association business.

**Email communication between individual Board members and Homeowners:** Email communications between individual Board members and Homeowners or residents is restricted to routine explanations or answering queries regarding established policies, procedures or practices. No individual Board member is authorized to speak for the Board as a whole. No individual Board member is authorized to communicate with residents on behalf of the Board regarding new community business via Email. Individual Board members who receive such an inquiry shall submit the concerns and/or questions to the full Board for inclusion on the agenda at the next Board meeting. The Board as a whole will then have the opportunity to consider the issues which have been properly included on the agenda. The Board will designate a person to respond to the Owner on behalf of the Board as a whole.



## *Willow Pointe Condominium Association*

6630 Willow Pointe Drive, Huntsville, AL 35806  
(256) 217-1888

November 1, 2013

Homeowners and Residents

Subject: Emergency Actions to Resist Illegal Drug Activity Encroaching Willow Pointe Neighborhood

Huntsville and County Law Enforcement Officers have observed signs of a Meth-Lab operating in one of our units. There is insufficient evidence to establish legal Probable Cause for raiding the unit at this time, but investigations are ongoing and the unit and persons of interest are included in those investigations. Suspicious background checks of the persons of interest and their access to key meth chemicals have been verified. Our status as Private Property poses serious constraints to actions Police can take without establishing sufficient probable cause. Huntsville Police are encouraging us to make some changes in our neighborhood that can make their job here far more effective.

Our Board of Directors considers warning signs already observed to be an immediate and serious threat to our neighborhood. The Board convened an emergency Special Meeting and approved several countermeasures to the perceived threat. The Board determined a strategy to create an environment so risky to drug operations that the operators may seek other places to locate – outside our neighborhood. The Board defined policies and assigned budget to fight this new illicit drug invading our neighborhood. These policies will impose restrictions some of our Homeowners and Residents may dislike. But the threat is real, and it has already infiltrated our neighborhood. Serious steps must be taken to resist illegal drug activities getting established in our Neighborhood.

The Board of Directors, using the authority vested in them by article VII, Section 1(a) of our Bylaws, approved a new rule. That rule, incorporated into our Rules and Regulations enclosed with this letter as the topic “**Parking,**” *imposes a requirement that all vehicles parked on Willow Pointe property display a parking decal or placard issued by our Facility Manager.* The purpose of this rule is to allow security and law enforcement officers to distinguish vehicles which should be in the neighborhood from those that should not.

Placards may be obtained and retained by Homeowners and Residents for convenience of their visitors. Residents are urged to have their visitors use these placards while visiting to avoid possible disruptions by querying law enforcement officers. Vehicles without decals or placards are subject to tow-away at owner’s expense and their drivers are subject to questioning by law enforcement officials. As unpopular as we expect this new rule to be, the Board has adopted it as a necessary step to provide the tools Officers need to effectively police our neighborhood against a growing illegal drug trade.

The Board of Directors approved and doubled the funding of the paid police patrols on our premises that has so far been very effective in reducing the Drug activities discovered late last year. This initiative is funded through the end of December and will be considered for continuation in our 2014 budget until this new threat is reduced or removed.

The Board determined to rigorously enforce paragraph 18 of the Willow Pointe Declarations that require *Homeowners to provide copies to the Association of all lease agreement or contracts binding renters to comply with all Association Rules and Regulations.* This paragraph has been quite lax in administration over the past several years but it will provide valuable information that may be needed to investigate suspicious drug activities.

Willow Pointe Association Board of Directors

Willow Pointe Condominium Association  
Policies and Procedures for Towing Vehicles  
Approved by the Board of Directors 6/17/2014.

The Board of Directors of the Willow Pointe Condominium Corporation, Inc. (the "Association") has adopted the following Policy and Procedures for towing unauthorized and/or abandoned vehicles from Willow Pointe property.

The Problem. Homeowners and Residents of Willow Pointe Condominium Units suffer from repeated and continuing violation of the Rules and Regulations that prohibit vehicles from the property that constitute a hazard, are a nuisance, are objectionable, do not have a current tag or are left in an inoperable condition. The Policies and Procedures for Rules and Regulations Violations which invokes penalties and fines assessed to Homeowners are inadequate to control the vehicle problem for several reasons. Sometimes the owner of the vehicle cannot be identified or located, and occasionally that owner is not associated with a homeowner. We have no legal basis to assess penalties and fines to persons not contractually bound to comply with our Bylaws. Alabama State Codes provide a means to cope with this problem. In Alabama, an abandoned motor vehicle may be lawfully towed if the vehicle fits the definition based on the Alabama State Code regarding towing abandoned vehicles, Section 32-1-1.1.

Policy. It shall be the policy of the Willow Pointe Association to have abandoned vehicles towed from the property in compliance with applicable State and City Codes. The Alabama Code includes two definitions for abandoned vehicles that apply to private property:

- A vehicle left unattended on a private road or driveway without the express or implied permission of the owner or lessee of the driveway or their agent.
- A vehicle that has an expired tag, or is inoperable in a parking area on private property maintained by the property owner, and has remained in the same parking lot for a period of 30 days or more.

It is important to distinguish vehicles that constitute a hazard, are a nuisance or are objectionable from abandoned vehicles. Although such vehicles are prohibited from the property by WPA Rules and Regulations, these characteristics do not make them "abandoned vehicles" as defined in State and Local codes. Until and unless such vehicles can be established as "abandoned" as defined in State and local codes they do not fall under this policy and shall be regulated using the Willow Pointe Policies and Procedures for Rules and Regulations Violations.

Posting Requirements. State and Local codes require specific notices be posted in order to bring a vehicle within the provisions of this Policy. A posted notice shall be prominently placed at the driveway access allowing vehicular access to the property, within five feet from the public right-of-way line that meets the following specifications:

1. The notice shall clearly indicate, in not less than two inch high light-reflective letters on a contrasting background, that unauthorized vehicles will be towed away at the owner's expense. The words "Tow AWAY ZONE" shall be included on the sign in not less than four inch high letters.
2. The notice shall also provide the name and current telephone number of the firm towing or removing the vehicles. Such firm is the contractor selected by the Board of Directors to perform this service.
3. The sign structure containing the required notices shall be permanently installed with the bottom of the sign not less than four feet above ground level, and be continuously maintained on the property for not less than 24 hours prior to the towing or removal of any vehicles.

## Procedures.

The Board of Directors shall establish a written contract with a wrecker service experienced in and licensed to tow vehicles in accordance with State and Local ordinances. The Board of Directors or its agent shall determine when an abandoned vehicle is to be towed and notify the contracted service to remove the vehicle. The Contracted service shall provide a written receipt for all vehicles towed from Willow Point property that indemnifies the Association from errors in disposing such vehicles once they are removed from the property.

Towing Unauthorized Vehicles. The Board of Directors or its designated agent shall make the determination and decision that vehicles are unauthorized on WP property and are to be towed off the property. A vehicle left unattended without the express or implied permission of the Association is subject to being towed as an abandoned vehicle under Alabama State Code 32-1-1.1. Unattended vehicles without a Willow Pointe parking decal or placard are subject to Tow under the State Code and this Policy. Unauthorized vehicles may be towed without further notice or delay by the Tow Company contracted by the Association.

Towing Abandoned Vehicles. The Board of Directors or its designated agent shall make the determination and decision that abandoned vehicles parked on WP property are to be towed off the property. A vehicle that has an expired license plate or has remained parked on the property for a period of 30 days or more is subject to being towed as an abandoned vehicle under Alabama State Code 32-1-1.1 and this Policy. Abandoned vehicles may be towed after expiration of a notice posted in a conspicuous place on the vehicle stating:

1. That the vehicle has been determined to be abandoned or inoperable and will be removed at the direction of Willow Pointe Facility Manager or his agent upon the expiration of seven days from the date of the notice.
2. The name and address of the last registered owner of the vehicle in question and the name and address of the Willow Pointe Facility Manager or his agent and a daytime phone number for the person giving the notice.

A copy of the notice shall be mailed by regular mail to the last known address of the registered owner, if ascertainable, on the date of posting or not later than the next business day. Calculation of the seven-day notice period shall commence on the date of posting of the notice on the vehicle.

Vehicles that constitute a hazard are a nuisance or are objectionable. Vehicles that merely constitute a hazard are a nuisance or are objectionable do not fall under the definition of "Abandoned Vehicles" in Alabama State Codes. If the subject vehicle has no Willow Pointe parking decal or placard it may be considered an "Unauthorized vehicle" subject to tow as specified above. If the vehicle is an authorized vehicle the Policies and Procedures for Rules and Regulations Violations shall be followed to manage the problem. If the Board of Directors revokes the subject vehicle's parking permit the vehicle reverts to an unauthorized vehicle subject to tow as specified above.

The Board of Directors may revoke the subject vehicle's parking permit if:

- The owner refuses to park the vehicle in an area assigned by the Board of Directors.
- The owner refuses to correct the problem after 3 consecutive warnings.



**Willow Pointe Condominium Association  
Policies and Procedures for Rules and Regulations Violations  
Approved by the Board of Directors 5/2/2014**

The Board of Directors of the Willow Pointe Condominium Corporation, Inc. (the “Association”) has adopted the following policies and procedures for the assessment of penalties for violation of the rules and regulations approved and published by the Association’s Board of Directors. This document replaces all previous Association Violation policies and procedures.

**Obligation to Pay Assessments**

Membership in the Association is mandatory pursuant to the Terms and Conditions of the Willow Pointe Condominium Declaration applicable to all Homeowners owning or purchasing Units in the Willow Pointe Condominium Complex.

The Willow Pointe Condominium Bylaws, Article VII, Section 1 (a) (page 5) declares “The Board of Directors shall have power to adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.”

**Willow Pointe Association Rules and Regulations**

The Association Rules and Regulations approved and published by the Board of Directors are included in this Policy and Practice by reference.

**Violations**

Violations of the Association Rules and Regulations impact the quality of life for every resident of our neighborhood and can negatively impact the value of our Homeowner’s properties. Every Homeowner and resident has the right of protection afforded by the Rules and Regulations. It is a fiduciary responsibility of the Board of Directors to preserve that right by enforcing those rules to the full extent authorized in the Bylaws of the Association. The Board of Directors will consider exceptions to the Rules and Regulations on a case by case basis when requested. All exceptions to the Rules and Regulations must be approved in advance in writing by the Board of Directors in order to qualify as an exemption from violation. Examples of exceptions which might be granted include esthetically pleasing furnishing, decoration, flowerbed, etc. The Board of Directors reserves the right to revoke any such exceptions in writing when necessary.

**Violation Policy**

It shall be the Policy of the Association to issue a written violation notice when a violation is first observed by any Member of the Association’s Management Team. The Management team is comprised of Members of the Board of Directors and the Facility and Financial Managers. The violation notice will be posted on the Unit door and mailed to the Homeowner of the offending Unit via confirmation delivery mail. The violation notice will specify a grace period during which the violation must be cleared. If the violation is not corrected within the specified grace period there will be a \$50 fine assessed to the Homeowner of the offending Unit and a second notice posted on the unit door and mailed to the Homeowner via confirmation delivery mail. After the second notice, all other re-offenses of the same offense will result in a \$100 fine assessed to the Homeowner of the offending Unit per instance. There are no expiration dates for repeat offenses of the same offense. All Unit violations are “reset” for new Homeowners if the unit is sold.

## **Grace Period Specifications**

Violations that create a Health or Safety Risk shall be granted a 10 day grace period following the first violation notice to get the violation cleared. Any subsequent violation notices shall allow the same period of time to clear the violation. Examples of violations that can create a Health or Safety risk include garbage (whether in plastic bags or not), containers of toxic or explosive chemicals or supplies, stacks of supplies, loose boards, pipes, planks, etc., any furnishings or fixtures that block the free entry or exit of a Unit, any clothing, rugs, or cloths subject to scattering by wind or animals, any fish bait or other food sources that might attract rodents or other animals, etc.

Violations that do not create a Health or Safety risk shall be granted a 30 day grace period following the first violation notice to get the violation cleared. Any subsequent violation notices shall allow the same period of time to clear the violation.

## **PROCEDURE TO ENFORCE THE POLICY**

Any member of the Board of Directors or its designated agents, specifically the Facility and Financial Managers, can initiate a violation notification. Upon observing a violation the observer shall photograph the offense if possible and determine if the violation creates a Safety or Health risk or not. The observer shall complete the applicable Violation Notice – First Notice form in triplicate; 1 copy to be posted to the door of the offending Unit; a second copy to be mailed to the Unit Owner via delivery confirmation mail; and a third copy to be given the Facility Manager for follow up actions. The originator shall provide an electronic version of the photograph taken to the Facility Manager for incorporation into the permanent files of the Association.

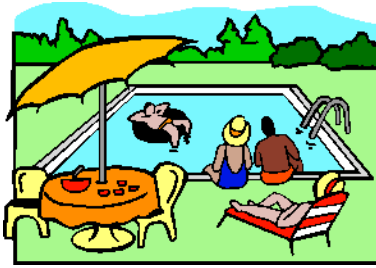
The Facility Manager shall schedule an inspection date at the end of the grace period specified in the violation notification and notify the Board of Directors by email of the scheduled inspection date. The Facility Manager shall add the violation photograph to the Association files. The Facility Manager shall provide a copy of the photograph to the offending Unit Homeowner upon request. Photographs may be provided with Violation Notifications.

The Facility Manager shall inspect the violation site on the scheduled inspection date to determine whether or not the violation has been corrected.

- If the violation has been corrected the Facility Manager shall notify the Board of Directors by email of the correction violation finding.
- If the violation has not been corrected the Facility Manager shall issue a Second or Continuing Violation Notification as appropriate in triplicate and:
  - Post a copy to the door of the offending Unit
  - Mail a copy to the Unit Homeowner via Delivery Confirmation mail
  - Deliver a copy to the Financial Manager for penalty assessment
  - Schedule another inspection date as appropriate
  - Inspect the violation site on the scheduled date
- Repeat this process until the violation is corrected or as directed by the Board of Directors

Upon receipt of a Second or Continuing Violation Notification from the Facility Manager the Financial Manager shall assess the penalty specified on the Violation Notification to the Unit Homeowner account and establish an appropriate record of assessment for the Association Financial record.

## Willow Pointe Condominium POOL RULES



1. Pool hours are 8:00 A.M. — 10:00 P.M from Memorial Day through Labor Day.
2. The Pool area is for the exclusive use of the residents of record registered with the Willow Pointe Condominium Facility Manager; be they the actual Unit Owner or the Unit Owner's lessee and their guests. Only those Unit Owners or lessees with signed Release of Liability forms registered with the Facility Manager are authorized access to the pool area.
3. Persons using the pool area agree not to hold the Association liable for any actions of whatever nature occurring within the pool area. Also, Unit Owners and Lessees are responsible for the behavior and actions of family members and their guests.
4. All persons using the pool or pool area do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property. THERE IS NO LIFEGUARD ON DUTY.
5. Persons using the pool area must comply with all rules and regulations as determined by the City Health Officer. Anyone with colds, inflamed eyes, infection, bandages, or open skin abrasions may not use the pool.
6. The pool may be closed at any time due to weather, equipment failure, or other circumstances.
7. The Board of Directors reserves the right to deny anyone the use of the pool area at any time.
8. Unit Owners and Registered Residents are allowed one family or 2 adult and 2 children as guests.
9. No children under the age of 14 will be allowed into the pool area without parental or guardian supervision. Guardians must be 18 years of age or older. Unit Owners, Residents and Guardians are responsible for the behavior and actions of their children. If you leave the pool area, you must take your child(ren) with you.
10. Smoking is not permitted in the clubhouse, pool area, or the tennis courts.
11. Animals, toys or sporting equipment are not allowed in the pool area. Those requiring them will be permitted to use life jackets and other safety flotation devices.

12. Ball throwing of any kind is not permitted
13. Running is not allowed on the pool deck.
14. Unnecessary roughness, splashing, loud radios and horseplay will not be allowed at any time. Other undue disturbances are strictly prohibited. For the convenience of other residents, headphones are suggested. Registered residents should notify the Facility Manager of disruptive or unsafe behavior.
15. Diving or jumping, of any kind, into the pool, is not permitted.
16. Pool furniture is available on first come, first use basis. Pool chairs may not be reserved during extended absences.
17. The pool may not be used by any private organization or for any private function.
18. Beverages in glass containers are not allowed. Only metal, plastic or paper beverage containers are permitted. Please dispose of all containers properly. No alcoholic beverage is permitted in the pool area.
19. Persons using the pool must clean up the space they have occupied before leaving poolside; removing all personal belongings, towels, wrappers, cups, papers, and refuse etc. Neither the Association nor the Management Company is responsible for any items left in the pool area.
20. Items left by residents in common areas will be collected by a member of the Board of Directors or Facility Manager and kept for seven (7) days, after which they will be disposed of at the Manager's discretion.
21. Before entering the pool, swimmers must remove suntan oils, creams, lotions and hairpins, as well as use the shower facilities. Rubber shoes or thongs must be worn in the showers. The Association is not responsible for shower accidents.
22. A responsible adult must accompany children in the shower area.
23. Only proper swimming attire is permitted in the pool. Cut offs are not allowed. Children in diapers will be permitted into the pool provided that they have on CLEAN diapers and RUBBER PANTS over the diapers. Under no circumstances will any resident or visiting child in diapers be permitted into the pool unless both parts of this provision are met. Please keep in mind, that a high bacteria count in the pool will cause it to be closed to everyone, by the Board of Health.
24. The Unit Owner will be imposed fines for rule infractions or those rule infractions by members of his/her family or guests. Management reserves the right to revoke pool privileges for repeated violations.

**Willow Pointe Condominium Association**  
**Policy for Maintenance of Common Areas Reserved for Exclusive Use by Homeowners**  
**Approved by the Board of Directors (November 18, 2014)**

The Board of Directors of the Willow Pointe Condominium Corporation, Inc. (the “Association”) has adopted the following policy for the maintenance of common elements designated in the Declarations for exclusive use by the occupants of a unit, such as a contiguous balcony, deck or patio.

**The Willow Pointe Association Declaration form the basis for this Policy**

Section 1 (h) declares: "Private Elements" means parts of the condominium contiguous to and serving exclusively a single unit as an inseparable appurtenance thereto, the enjoyments, benefits, or use of which is reserved to the lawful occupants of such Unit, and shall include, but shall not be limited to, a separate furnace, air conditioner, water heater, and interior finish of windows and doors. The occupants of a Unit shall have the exclusive right to use any contiguous balcony, deck or patio.

Section 14 declares “The expenses for the maintenance, repair or replacement of a Unit's water heater, furnace, air conditioner, heating and air-conditioning ducts, and plumbing and electrical wiring serving only such Unit, shall be borne by the owner of the Unit to which such Private Elements are appurtenant...”

**Cleaning and Maintenance Policy**

The Board of Directors has determined that assignment of the contiguous balcony, deck or patio for exclusive use to the occupants of a Unit assigns responsibility for cleaning and maintaining such balcony, deck or patio exclusively to the Homeowner of that Unit. The contiguous balcony, deck or patio reserved for exclusive use of an individual Homeowner or his/her Tenant is subject to the covenants applicable to all Common Element in all other respects – i.e. such reserved areas must comply with Rules and Regulations governing Common Elements.

**Willow Pointe Condominium Association**  
**Policy for Satellite Antenna Policy**  
**Approved by the Board of Directors March 15, 2016**

1. No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a exclusive use area appurtenant to the unit where the resident lives as provided in the WP Declarations creating the Condominium.
2. A Reception Antenna shall not encroach on the air space of another owner's unit or limited common area or into the general common areas. Rather, the Reception Antenna must be kept within the boundary of the exclusive use area . Exclusive use area are a cube bounded at the lower limit by the described area, (e.g., deck or patio) at the sides by the vertical extension of the boundaries of the described area and at the top by the surface above, or if there is no surface above then one standard story height above the described area.
3. If a Reception Antenna is installed in a exclusive use area as defined in the WP Declarations , such installation shall be subject to the following:
  - a. Reception Antenna shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services or multipoint distribution systems be larger than one meter in diameter.
  - b. Reception Antennas and similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
  - c. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not materially damage the common elements or the ul1its, void any warranties, or impair the watertight integrity of the buildings.
  - d. Any resident who owns or uses a Reception Antenna, is responsible for all costs associated with their Reception Antenna including, but not limited to, costs to:
    - i. repair, maintain, remove, and replace the Reception Antenna;
    - ii. repair damages to the common elements the unit, other units, and other property caused by the installation, existence, or use of Reception Antenna; (c) medical expenses incurred by any person injured by installation, existence, or use of the Reception Antenna; and other damages caused by the installation, existence, or use of the Reception Antenna.
    - iii. If the installation is made by a contractor the resident shall ensure that the contractor has liability insurance in the minimum amount of \$500,000 and workman's compensation insurance and that the Condominium is named as an insured.
  - e. Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached with U bolts to the patio or deck provided that such is a exclusive use area.
  - f. Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.
  - g. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed for the repair, painting, or maintenance of the area where it is installed. The Board shall attempt to provide reasonable notice of the need for such removal. If a resident fails to timely remove their Reception Antenna, the Board may do so at the resident's expense.
  - h. A resident installing a Reception Antenna shall promptly notify the Board.
    - i. The resident is responsible for the immediate removal of the Reception Antenna if the service is not active.

**Willow Pointe Condominium Association  
Policy for Video Surveillance System  
Approved by the Board of Directors March 15, 2016**

**Purpose**

Willow Pointe Condominium makes limited use of video surveillance systems on common area property. Video surveillance systems are primarily used to record access at building entrances, recreational facilities and other common areas. Video surveillance cameras are also used to provide surveillance of the exterior of the building and surrounding streets.

Video surveillance cameras are not used to observe homeowner/resident units, and are never used in areas where homeowners/residents would have an expectation of privacy, such as restrooms.

The primary purpose of the video surveillance system is to allow the after-the-fact investigation of crimes committed against Willow Pointe Condominium common property to deter trespassing, vandalism, automobile break-ins, and property damage. The system may also be used to assist in the investigation of certain types of rules and safety violations.

The video surveillance system is not intended to be used as a method of tracking individual activities.

**Management of Video Surveillance Systems**

Willow Pointe Condominium Facility Manger is responsible for the management of all video surveillance systems used at the association. Individual units shall not install video surveillance system in common areas without the knowledge and approval of the Facility Manager. In particular, the use of covert camera systems must first be approved by both the Willow Pointe Condominium Facility Manger and Board of Directors.

**Video Surveillance Monitoring**

The video surveillance systems are capable of being monitored from the Facility Manger's office located at the Clubhouse or at a mobile location designated by the Facility Manger. Facility Manger generally views video surveillance cameras on a periodic basis or in response to a specific incident. Because of the many responsibilities of the Facility Manger at the association, the video surveillance system is not monitored on a continuous basis.

**Video Surveillance Recording**

All video surveillance cameras are capable of being recorded continuously by a digital video recording system. Recorded video is used exclusively for the investigation of security and safety incidents and not for other purposes.

Willow Pointe Condominium Facility Manger is responsible for the management of the video surveillance system and has exclusive control of the release of video recordings produced by this system. Should the Willow Pointe Condominium Facility Manger not be able to perform video surveillance system duties, the Willow Point Condominium President shall be the Facility Manger alternate for this purpose.

Recorded video is not made directly available to Willow Pointe Condominium homeowners, residents, unit tenants, or the general public. In the event that a security incident occurs, homeowners, residents, or unit tenants should report the incident to the Facility Manager. If the event occurred in an area where video surveillance coverage is available, the Facility Manager will review the recorded video and make a determination if any video relevant to the incident is available. This video will be used by the Facility Manager to investigate and resolve the reported security incident.

If a crime has been committed, the victim should be encouraged to report it to the police. If it is believed that recorded video from the Willow Pointe Condominium would assist in the investigation of this crime, the police should be told to contact the Willow Pointe Condominium Facility Manager. If relevant video is available, a permanent video clip of the incident will be produced and made available to the police. All requests for video recordings by law enforcement agencies shall be coordinated through the Willow Pointe Condominium Facility Manager.

Recorded video is generally stored for a period of thirty days. Any video associated with a specific security incident or event is generally converted into a permanent video clip and stored for the duration of the investigation. Video clips which could become evidence in civil or criminal proceedings are kept indefinitely unless other direction is given by the Willow Pointe Condominium Legal representative.

#### **Limitations of Video Surveillance Systems**

Willow Pointe Condominium homeowners, residents, and unit tenants should be aware that the Facility Manager is not watching most cameras most of the time and individuals should not have an expectation that they are under continuous surveillance when they are in the range of a camera. For example, individuals walking to their car late at night should not assume that they are being watched by the Facility Manager using a camera.

Willow Pointe Condominium homeowners, residents, and unit tenants should also be aware that the video surveillance system has cameras that cover only a small fraction of the total common area, and even when camera coverage exists, it may not provide the level of detail necessary to spot suspicious activity or identify criminals.