

VICTORY POINTE HOMEOWNERS ASSOCIATION INC. MORGANTON, NC

2025 RULES BOOKLET

Enclosed are brief paraphrases of some portions of the **VPHOA Declaration**, **By-Laws**, and VPHOA Board of Directors' Decisions. The Declaration conforms to Chapter 47A of the North Carolina Statutes. If you have any questions, please consult the detailed documents or a board member.

This Booklet **SUPERCEDES** all previous rule books.
[1998, 1999, 2004, 2006, 2013, 2019 & 2023]

Approved by the Board of Directors July 14, 2025

Victory Pointe Homeowner:

These rules were compiled from the **Declaration & By-Laws** and/or addendums that have been approved as an interpretation of the **Victory Pointe Homeowners Association (VPHOA) Declaration & By-Laws**. Some areas are not covered by the original documents and have been approved by the Board of Directors. Examples would be "Pool Rules" and "Snow Policy".

WHEN YOU BECAME A UNIT OWNER YOU BECAME A MEMBER OF THE ASSOCIATION AND ARE OBLIGED TO COMPLY WITH THE ASSOCIATION DECLARATION AND BY-LAWS.

The Board recognizes that much of the attraction of Victory Pointe is that it is atypical of the traditional condominium complex. The unique layout of the complex is more like a neighborhood and allows a certain level of personal expression without interfering with the overall conformity of the complex.

The Board expects each unit owner to acquire, review, maintain and comply with the **Rule Book, Declaration & By-Laws**. This ensures that all units complement the overall conformity and unified appearance needed to maintain an attractive complex. The initial paper copy of the 2025 **Rule Book** will be provided at no cost to homeowner/resident upon request. The 2025 **Rule Book** and the **Declaration & By-Laws** are available electronically at www.victorypointehoa.org.

All owners, residents, and their guests should abide by the following rules of our community. If the Board becomes aware of situations where problems exist, the Board will investigate, and then appropriate owners will be notified to correct the situation.

This condensed version highlights key points in the **Declaration & By-Laws** and is designed as a guide to assist you in understanding what you as a unit owner can expect and to help differentiate your responsibilities from Association responsibilities.

The Board of Directors usually meets every 2nd Monday night at 6 PM at the Pool House except in April. The VPHOA Annual Meeting is held in April at a date to be announced. The purpose of the Annual Meeting is to elect members of the Board of Directors and transact other business. Constructive suggestions can be made in writing or by board meeting attendance. All owners are welcome at board meetings.

Fines for violating the rules and by-laws are as follows: First offense \$25; Second offense \$50; Third (and all following subsequent occurrences fee) \$100.

Thank you for your compliance! -- 2025 Victory Pointe Board of Directors

Jay Kelly, Chairman
David Funk, Vice Chairman
Arwen March, Treasurer

William Weiler, Grounds
Jeff Julien, Maintenance

Bob Penland, Pool & Tennis Courts
Amy Joyce, Secretary

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Maintenance of the Condos and Grounds

The Board oversees the general maintenance of the buildings and grounds. The buildings, doors and yards must be uniform in design. As a general rule, the Association is responsible for roofs, walls and foundations. The homeowner is responsible for everything inside the walls, foundations and roofs. Damage to anything in the attic caused by roofing nails during shingle replacement or repair is the homeowner responsibility. Windows, sliding glass doors, regular exterior doors and external appliances (such as A/C) are the homeowner's responsibility.

Problems or requests/waivers should be addressed to the Board Maintenance Director IN **WRITING** or by **email**. Your requests may be dropped in the **dues box** at the pool at any time. Maintenance will be added to the schedule. If there is an EMERGENCY, please **call** the Maintenance Director.

I. Maintenance

A. Buildings

1. Unit Owners Responsibility

- a. Unit interior including and within sheet rock interior walls, ceiling, sub-floor, attics and crawl spaces.
- b. Maintenance, repairs and replacement of air conditioning, heating and interior appliances except for any insurance proceeds received by the VPHOA.
- c. Mildew removal on decks and siding, cleaning of decks, washing and leaf removal.
- d. Pipes, ducts, wires and conduits past the point of entry into a building and utilities. This also includes smoke detectors, clothes dryer hose/vent maintenance, carbon monoxide detectors, etc.
- e. Exterior doors, window frames, panes and screens except painting of exterior surfaces. Replacement of exterior doors, window frames and panes by the unit owner requires pre-approval by the board. Garage doors are also homeowner responsibility.
- f. **VPHOA Covered Deck Policy**
 - Repairs/painting – The VPHOA will repair/paint the outside of covered decks and the homeowner will be responsible for the inside. The VPHOA will not be responsible for the flooring, screens, windows, doors or gutters on the additions.
 - Roofs - The total responsibility, and cost for roof/gutter repairs or replacement belongs to the homeowner. When the roofs are replaced on the buildings [at the discretion of the VPHOA Board] the covered decks will, also, be replaced and the apportioned cost will be the responsibility of the homeowner.
- g. **Storm Doors** - Those originally provided [at homeowner expense] were aluminum in color – some still remain. Homeowners have been allowed to upgrade to a higher quality. Upgraded doors need to be of the same design, i.e., full single pane, bronze color matching the window frame and other existing upgraded doors.

- h. Outside water faucets and electric outlets and any unit damage due to defective electrical or plumbing.
- i. Satellite & Cable-Placement of satellite dishes must be approved by the Board. They are not permitted on common property.
- j. **Interior temperature - Unit owner shall keep his unit heated** in the winter to a minimum of 55 degrees Fahrenheit, whether or not the unit is occupied because of the risk of icing which may affect individual units or the Common Areas.

2. VPHOA Responsibility

- a. Outward from interior sheet rock walls and ceilings, beneath the sub-flooring (excluding attics & crawl spaces), and including any interior load-bearing walls (the support of buildings).
- b. Any repair that unit owner believes to be VPHOA responsibility must be requested to the VPHOA Board. Unit owner is **Not** allowed to have repair made and submit a bill to the VPHOA.
- c. Painting of exterior surfaces including doors and window frames are VPHOA responsibility. This includes exterior of covered porches and garages.
- d. Painting exteriors including decks and walks will be painted as deemed needed by VPHOA. (Unit owner is responsible for moving furniture, potted plants, etc. on decks and walks for painting.)
- e. **Repairs:** Wood replacement would include appropriate painting of repaired portions only. Roof shingle replacement will include replacement of only those shingles necessary for repair.
- f. Pipes, ducts, wires and conduits up to and including their point of entry.
- g. Exterior light fixtures if part of original installation.
- h. Cleaning of gutters and roof debris/leaves & limbs.

3 B. Structural or Exterior Modifications (Must have Board approval)

- 1. Owner must submit plans and specifications along with a completed Request/Waiver form to the Board for approval. [Example: for any exterior modification] Board must APPROVE CONTRACTOR. If request is approved, the owner is responsible for all costs and assumes ongoing responsibility for all maintenance, repair or insurance costs. **This transfers to any subsequent owner.** The Board cannot grant permission for use of additional common property such as adding a garage to a unit not equipped with one. Approval also applies to installation of **antennas. Small "dish" for satellite permitted. Absolutely, no TV or radio antennas permitted, decks, walkways, porches/extensions, doors, windows, outside lights, porch awnings, etc.**

2. Attachment to Exterior Walls

- a. Any attachment that may cause damage to walls of a structure must be avoided.

Any damage caused by an attachment will be the responsibility of the unit owner.

- b. Limited seasonal/patriotic decoration is permitted as long as it is limited and reasonable
Examples: A flag flown on a patriotic holiday, a Christmas decoration etc. The key here is common sense – any attachments must not be extravagant or look out of place in the overall appearance of the condominium.

ABSOLUTELY NOTHING SHOULD EVER BE HUNG FROM A GUTTER!

- c. **Water hose/reels** shall not be attached to the exterior of units. When not in use, hoses and reels should be stored out of public view. Board recommendation that homeowners use faucet end caps in winter to prevent freezing.

C. Exterior Appearance

1. **Storage in crawl spaces** is not allowed. Objects would harm the foundation air ventilation. Do not lock crawl space doors as access may be needed for maintenance personnel or exterminators. There is no storage **under decks** except for the approved metal firewood racks.
2. **Firewood Storage** - If a unit has a garage, wood should be stored inside. If there is no garage, wood must be stored on a freestanding metal rack. Wood must not be placed on the ground or directly on a deck due to potential insect infestation. Racks/wood must not be higher than the handrail of the deck. Under deck storage must be approved by the Board.
3. **Windows exterior side** shall not detract from the overall décor of the condominium complex. This includes items on window shelves or items attached to windows and all window treatments including curtains, draperies, blinds, shades, shutters and plantation shutters. Color selection should be a neutral color – white, off white or beige.
4. **Outdoor Carpeting** - No carpeting permitted on walks or decks.
5. A “For Sale” or “For Rent” sign may be placed inside behind glass and a small sign at the development’s entrance. One security system label no larger than 10 square inches (5” X 2”), may be placed on each glass storm door and sliding glass door. Security signs may **not** be placed in yards. There shall be no signs displayed in the windows except Board approved “For Sale” or “For Rent” signs.
6. **Walkway lighting** and decorative deck lighting must be approved by the Board.

II. Grounds: Per the original by-laws and Covenants: (page 671-222, 671-223) No unit owner shall cause any object to be fixed to the Common Property or to any Limited Common Area... (including the planting or growing of flowers, trees, shrubs or any other vegetation or in any manner change the appearance...without the written consent of the Association being first had...) Owner desiring changes shall submit the plans and specifications to the Board.

- A. Common Areas:** Common areas and facilities refer to that held and maintained for the enjoyment of all unit owners. Overseen to preserve/enhance property values and maintain a harmonious relationship among structures, the natural vegetation and topography.

1. Limited common areas are reserved for the use of a condo to the exclusion of other units; and refers only to decks and walks attached to the building. Please limit plant containers to walks and decks. We employ an outside lawn service that needs to be able to come in and do their job quickly and efficiently. It is not in their contract and they do not have time to move anything out of the way to mow, rake, etc.
 2. **All permanent plantings, shrubs, trees, etc. are the property of VPHOA. These shall be planted, trimmed and cared for and/or removed at the discretion of the Board. Nothing may be cut down or removed without Board approval.**
 3. Unit owners may plant annuals or perennials in the common areas immediately adjacent to their unit. **The care and maintenance of such area then becomes the responsibility of the unit owner. Such plantings must not interfere with the regular ground's maintenance and must not infringe upon the conformity of the complex. Owner must have permission from the Grounds Chairman.** Shrubs may be added with approval of the Board. Vegetable plantings are **NOT PERMITTED**.
 4. Board recommendation that during snowy times the owner take special care with the Arborvitae and shrubs in their common area by shaking/brushing the snow off to keep it from building up and breaking or disfiguring the plant.
- B. Objects in yards** - A total of three **decorative** objects (no signs or furniture) may be placed, by the unit owner, on the mulch, ground and asphalt drive in a unit's outside areas, and these are subject to Board determination as being reasonable.
- C. Lawn Ornaments/Bird Feeders/Bird Houses** - All must be approved by the Board and must not infringe on the overall conformity of the condominium complex. Approval may limit the number, placement, location and type.
- D. Garbage**
1. Unit owners should place household trash in tied plastic bags and into metal or plastic trash cans (with tight fitting lids) that do not exceed 35 gallons in volume or 75 pounds in weight.
 2. Do not place household trash loose outside of trash cans. If necessary, place trash in double or triple bags.
 3. Large bulky items should be of a size and shape that they can be handled by one man.
 4. Please do not place cardboard boxes or other waste out more than one day before pickup. Cardboard boxes should be broken down and taken to the local recycling center.
 5. As a good neighbor, please pick up any litter that you see in our development.
 6. Use garbage bin closest to your unit. Limit: two garbage cans per unit.
 7. **Please note: Fines may be imposed for garbage/sanitation violations as this has been a recurring issue.**

E. Other Restrictions:

1. Hanging baskets with a maximum diameter of 15 inches each and limited to two per deck.
2. No drying of textile items on decks
3. Decks must be uncluttered and not detract from the overall conformity of the complex.
4. Grilling food – NO charcoal or wood grilling is allowed on decks or walkways due to fire hazard. [North Carolina State Law]

F. Pets

1. Dogs, cats or other household pets may be kept in any unit subject to rules and regulations adopted by the Board.
2. Dogs must be kept on a leash and walked in common areas AWAY from other units.
Owners are responsible and **must** clean up after their pets. There are dog waste stations located around the neighborhood. The VPHOA Board of Directors as well as the city and county can fine pet owners for not cleaning up after their pets. **[VPHOA Declarations XI, XII & XIII pgs 12-14; By- Laws Art III, Sec 9 (p), pg 13; Morganton City Code - Sec 8 – 2022 (a) & (b) & 5 and Sec 8 - 2055 (penalties); County of Burke Animal Control (2017) – Art IV, Sec 6:26, pgs 29-30]**
3. If a neighbor's pet habitually howls, barks or otherwise creates a disturbance for you, please address the issue directly with your neighbor before sending complaint to the HOA.
4. Owners should be sensitive and considerate of other unit owners.

G. SNOW/ICE POLICY

Here is what you must keep in mind concerning future snow storms–

1. Do not park any cars on these city streets. The **city will plow the loop road**. Cars parked on any of these streets will hinder clearing and put the vehicle in danger.
2. After the city plows/sands, each driveway extension will then be cleared by the private contractor hired by the Association.
3. Homeowners are responsible for snow removal of their walkways and immediate driveways. Plan ahead! Have a contact person or a snow shovel available to remove the snow.
4. Garbage pickup will continue through Morganton Sanitation Dept at 828-438-5248.
5. Any suggestions you have for our mutual benefit are welcome. And a reminder – Let's all look after our neighbors.

III. Financial

A. Dues and Assessments

It is the Homeowners responsibility to pay monthly dues in a timely manner. No invoices will be mailed to the homeowner nor any other notification will be provided on a monthly basis. Checks should be made out to VPHOA (Victory Pointe Home Owners Association).

- **Effective May 1, 2022, a condo initiation fee of \$1500.00 is due and payable to the VPHOA at or before closing.**

1. HOA monthly dues and assessments are due the 1st day of each month. Place your payment in the slot on the pool door at the street side of the building.

Mailed payments should be addressed as follows:

VPHOA
304 Victory Trail
Morganton, NC 28655
(Note: This is not a PO Box)

2. A late fee will be assessed for each monthly payment received after the 10th day of the month, including mailed payments. The postmark date for mailed payments will “NOT” be considered the receipt date. There is no additional allowance when the 10th day falls on the weekend or a holiday. Any payments received from a homeowner with an outstanding balance will first be applied to the oldest balance due. Checks received on or before the 10th and requested to be held to a later date are subject to **late fees**. Underpayments will be subject to late fees also.

If a homeowner has unpaid fees or association dues, the use of common areas (such as the pool area) is suspended until the fee or due is brought up to date.

Late Fee Schedule

\$20 for first offense

\$40 for each late payment thereafter

3. Late fees and bank charges (resulting from owner error) will be assessed to the homeowner. Owner errors include insufficient fund charges and return check charges incurred by the VPHOA.
4. Post-dated checks [Checks received with a date that is later than the receipt date], if deposited prematurely, may create a return check charge to the homeowner.
5. Homeowners may write individual checks for future months due to travel plans, etc. Each check should be dated the first day of each month when this is requested. These payments will be held until payment is due providing proper instructions are given.
6. Homeowners may include dues for more than one month in a current check. This will not create a problem unless the payment extends into the following calendar year. Dues are posted and tracked monthly, and year to date, to ensure each unit is properly credited; therefore, year over year overlaps will create record keeping problems.

B. Reserve Fund – This is a portion of monthly dues that the board collects and maintains a

reserve fund for replacement of wooden decks, wooden walks and roofing shingles.

C. Insurance

1. VPHOA shall maintain casualty insurance covering Common Areas and building exteriors. The Common Area includes the Pool House.
2. Unit owners' responsibilities are casualty insurance coverage to cover the interior of their units as well as their own contents. Condo H-06 insurance is recommended.

IV. Pool and Tennis Court

**THE POOL AREA IS AN EXTENSION OF YOUR CONDO AND AS SUCH
SHOULD RECEIVE YOUR RESPECT AND CARE.**

A. Pool Rules

1. **Pool Hours** - 7am - sundown, seven days a week. (During months that pool is open.)
No loud noise or music
2. Chairs, Tables and Chaise Lounges must be returned to their original order.
Umbrellas must be left in the closed position.
3. **Local Guests** – The unit owner should be at the pool with their guests. The pool pass must be displayed.
4. **Overnight Guests** - The owner does not have to accompany his/her guests to the pool area; however, the Pool Pass must be displayed.
5. **Pool Pass** - The pool is for the use of unit owners and their guests only. A Pool Pass and a Bathroom Key have been provided to each unit owner. Anyone authorized to use the pool area must display his or her pass. It is the unit owner's responsibility to acquire a "Pool Pass & Bathroom Key" from the seller; and retain to deliver to the next buyer. If the Pass or Key is lost, contact the Pool Chairman to replace. There is a replacement fee.
6. **Unit owners should confirm to their guest that the HOA does not have lifeguards in place and of ALL POOL USE RULES. The unit owner should be at the pool with their guests. The Pool Pass must be displayed.**
7. **IF SOMEONE DOES NOT HAVE A POOL PASS DISPLAYED, ANY HOMEOWNER/RESIDENT SHOULD COURTEOUSLY INQUIRE AND REQUEST THAT PERSON DISPLAY THEIR POOL PASS OR VACATE THE AREA.**
8. **Never place pool furniture or any other pointed object in the pool in order to protect the pool liner. Foam pool noodles must have a nylon cover. Owner will be responsible for the cost to repair or replace.**
9. As stated in the original V. P. Declarations (page 671 - 249), the unit owner is responsible for "any maintenance, repair or replacement" incurred by the owner, his

family, his or their guests - this applies to any area of the neighborhood/pool.

10. If there is a problem, call the Pool Chairman or if necessary, call the Police Department's non-emergency number – 828-437-1211. **If an emergency, call 911.**

11. No infants in diapers are allowed in the pool. Infants **must** wear swim diapers.

12. Children under 16 years of age **must always** be accompanied by an adult.

13. Neither Pets nor any type of glass are allowed in the pool area. Examples are beer bottles, glass swim goggles, and drink glasses.

14. Clean your cigarette butts from containers and discard properly.

B. Tennis Court

1. Please limit your play from 7am until dark. The lights at the court do not work.

2. Please wear smooth bottom shoes on the tennis court.

C. Kitchen Rules

1. Kitchen can be reserved by posting unit owner's name, address and phone number on the large calendar located in the kitchen. Only one reservation approved per date and only on days the pool is officially open.

a. Group Limitations:

- Maximum of fourteen people, (family and guests), per pool visit may be made without any approval.

b. The reservation indicates the presence of the party and insures the exclusive use **of the kitchen only**. Other owners and their guests **are still permitted to use other Pool facilities**.

c. Clean-up and Damages - If any needed cleanup is not performed by the owner or damages have occurred, a fee may be levied.

d. Please do not leave personal items in the refrigerator.

D. Other Rules/Party Restrictions:

1. VPHOA Parties – Occasionally group parties will be scheduled by the Board. All unit owners or residents are invited. Do try to participate and/or help. Have fun and get to know your neighbors.

2. NON-VPHOA parties are not allowed on the weekends. (FRIDAY 5:00 PM THRU ALL DAY SUNDAY)

V. Vehicles

A. Maintenance

1. Car washing, and routine fluid checks are permitted.
2. Oil change, tune-up and general maintenance is not permitted.
3. Emergency service is permitted, but cars may not be left dismantled or on jacks.
4. Abandoned, junk, uninspected or unregistered vehicles are not permitted.

B. Commercial Vehicles, box trucks, utility trucks, maintenance trucks, dump trucks, specialty vehicles, trailers, etc. or those with permanent logo **are not permitted**.

C. Parking - Each unit has two designated parking spaces. Additional vehicles must be parked in non-reserved areas and must not create a hazard nor interfere with traffic flow. Temporary overflow parking of approved vehicles is permitted at the pool.

D. Speed Limit – There is an area wide speed limit of a maximum 20 mph. Owners are asked to comply and to ensure that other household members and guests do also. Please use extreme care and watch for walkers, children, etc. Please be aware that there are deer, raccoon's, squirrels, possums and other wildlife that can dart into the road at any time! Please also come to a full stop at the stop signs in the area.

VI. Renting of Units:

The original declarations state: *Leases shall provide that the terms of the lease are subject to the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the terms of the lease. No Owners of any Condominium Unit shall permit the use of his Unit for transient hotel or commercial or business purposes.*

1. Units can be rented two times per year (defined as a change of tenant) from January to December.
2. The Owner will complete a criminal record search prior to the lessee moving into the unit. The board may request confirmation of the record search having been completed.
3. The lease term shall not begin until the Board has been notified of the lease.
4. The lease shall contain the lessee's agreement to follow all restrictions as set forth in the covenants and the rules of regulations governing Victory Pointe.
5. The lease shall provide a provision that the lease may be terminated by the Owner if the lessee fails to abide by any of the restrictions.
6. The Owner shall notify the Board of the general information of the lessee to include the lessee's vehicle description (vehicle tag) and members of the household. The Board must receive a copy of this information.
7. The Owner will be responsible for any fees assessed by the HOA Board for rules violations committed by a lessee.
8. The Owner is responsible to determine what Victory Pointe amenities the lessee will have access to use with the understanding any damage incurred is the responsibility of the Owner of the unit the lessee is renting.

VII. Violations

- A.** Board will levy reasonable fines for violations of the Declaration's Restrictions, By-laws or rules and regulations established by the Board (as noted on page 2 of this document and in keeping with the original Covenants of the neighborhood.

B. First notice of violations **will** be delivered at least 7 days prior to the next Board meeting (at that time the unit owner can be heard); a second inspection and notifications, if needed, 30 days after the first notification **will** be made; and any necessary monthly fine **will** be imposed at the next Board meeting.

C. Fines for violating the rules and by-laws are as follows: First offense \$25; Second offense \$50 Third (and all following subsequent occurrences fee) \$100.

VIII. Waivers

If you have a current situation that does not conform to the rules or want the Board to make an exception to a rule, you may request a waiver via the **“Request for Waiver”** form. Any non-conforming situation not covered by a waiver is subject to correction by the Board. Prior approval of a situation will avoid any misunderstandings or conflicts. A copy of this form is included at the end of this rule book.

UNIT: _____

REQUEST FOR WAIVER

TO: VICTORY POINTE BOARD OF DIRECTORS

FROM: _____

DATE: _____/_____/_____

I request a waiver from the By-laws, Declaration, and /or the Victory Pointe Rules and Regulations as follows:

Document: _____ Page: _____ Sect.: _____

Briefly describe your request: (Include drawing if needed.)

I understand that I will be responsible for the maintenance of any additions I make to the Common Ground and for any repair costs resulting from such addition. I further understand that this waiver may be revoked by the Board if it is determined to be a detriment to the community. I understand that I will be responsible for removing any such additions at my expense if the waiver is revoked for any reason.

HOMEOWNER

BOARD ACTION:

____ APPROVED

DISAPPROVED

COMMENTS: -----

BY: _____

CHAIRMAN