

TABLE OF CONTENTS FOR RULES AND REGULATIONS

I. INTRODUCTION

II. GENERAL

A. Use of Residences and Common Area

1. Primary Residence: Leasing
2. Hazardous Activities or Materials
3. Pets
4. Immoral, Improper, Offensive and Unlawful Acts

B. Actions of Owners, Owners' Family Members, Friends, Invitees or Servants

1. Unauthorized Repairs, Replacements, Modifications, or Additions
2. Procedure for Alteration of Structures
3. Refuse
4. Damages
5. Owners Duty of Maintenance and Repair
6. Disturbing Noises
7. 10:00 P.M. Curfew
8. Wildlife Feeding
9. Fines

C. Motor Vehicles and Bicycles

1. Parking of Motor Vehicles
2. Vehicle Regulations
3. Vehicle Repairs
4. Speed Limit
5. Horns
6. Bicycles

III. ADMINISTRATIVE

- A. Entry for Emergency
- B. Timely Payment
- C. Enforcement
- D. Interpretations
- E. Right to Amend
- F. Hierarchy of Governing Laws, Rules and Regulations

RULES AND REGULATIONS OF THE TRAPPERS GLEN TOWNHOMES

I. INTRODUCTION

Under Article V, Section 5.04(b) of the Bylaws, the Board of Directors of the Association (hereafter "Board of Directors") may pass rules and regulations governing the Project and the operation and use of the Common Area. These Rules and Regulations have been adopted and implemented to protect your investment and to enhance the value of the Trappers Glen Townhomes.

II. GENERAL

A. Use of Residences and Common Area

1. Primary Residence Leasing. (*Declarations 8.13*) Residences shall be occupied and used by their respective owners only as private dwellings and for no other purpose whatsoever. No lease shall be for a term of less than three months. No portion of a residence or the entire residence may be rented for hotel or transient purposes.

2. Hazardous Activities or Materials. (*Declarations 8.14*) No owner shall install or operate any machinery or equipment except household appliances in a residence; nor shall any inflammables, fireworks or explosives be brought in or used in any residence. No owner shall permit or suffer anything to be done or kept in a residence which would increase the rate of fire insurance thereon or on the Project as a whole.

3. Pets. (*Declarations 8.3*)

a. No animal, other than common household pets, shall be kept or maintained in any residence.

b. No household pets shall be housed or maintained anywhere in the Project except inside an individual residence and not on patios, decks, balconies or in fenced yard areas.

c. Any unit owner who keeps or maintains any pet upon any portion of the Project shall be deemed to have indemnified and agreed to hold the Condominium Association, each of its members and the Declarant free and harmless from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Condominium Project. Additionally, each owner who owns or is in control of any animal on the premises of the Project shall be personally liable for any damages caused by the animal to the property of another or any damages caused by the animal to the common area and grounds of the Project.

d. No pet may be kept, bred or maintained for any commercial purposes.

e. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Project, upon three days' prior written notice from the Board of Directors. No overly aggressive, mean, vicious or unusually large animals may be kept in the Project.

f. In no event shall any pets be permitted on any portion of the common area unless carried or on a leash. No dogs shall be curbed in any courtyard, open space or close to any patio.

4. Immoral, Improper, Offensive and Unlawful Acts (*Declarations 8.15*) Owners, their families and guests shall not use the premises for any immoral, improper, offensive or unlawful acts, and each owner, at his own expense, shall comply with, perform and fully satisfy all city, state and federal laws, statutes, ordinances, regulations, orders or requirements affecting the unit. Furthermore, if any such person is engaged in any unlawful act, or breach of any of the Association's governing laws as identified herein, the Board of Directors of the Project is authorized to invite law enforcement officials to enforce any violation or breach of the foregoing.

B. Actions of Owners, Owners' Family Members, Friends, Invitees or Servants

1. Unauthorized Repairs, Replacements, Modifications, or Additions. (*Declarations 7.1 – 7.7*) No owner shall in any manner interfere with,

repair, replace, modify, or add to any portion of the heating, lighting, or plumbing apparatus or electrical circuitry in or about the Project nor in or about the building containing their residence that in any way would modify the exterior appearance of their residence or any building without the express written approval of the Architectural Review Committee, if any, or the Board of Directors: Emergency repairs of essential services to the owner's residence may be made by a qualified or, where required by law, a licensed craftsman when under the circumstances obtaining such advance approval from the Board of Directors would be impracticable. Furthermore, each owner shall perform all such repairs within his own residence which, if omitted, would affect the common area, any portion of the property belonging to other owners, or the Project as a whole.

2. Procedure for Alteration of Structures. *(Declarations 7.1 – 7.7)*

If any owner desires to alter the structure in any manner, he/she shall employ the following procedure:

- a. A detailed plan of the alteration, together with specifications, shall be provided to the Architectural Review Committee, if any, or the Board of Directors. Any cost or savings to the Association should be noted.
- b. The Board of Directors will then submit the plan to the Architectural Review Committee, if any for recommendations.
- c. The Architectural Review Committee, if any, or Board shall meet and consider the proposal.
- d. The Architectural Review Committee, if any, shall give its recommendation to the Board of Directors in writing.
- e. The Board of Directors shall give written disposition of the request to the Owner.
- f. Upon receipt of written approval by the Board of Directors, the owner may implement the alteration.
- g. The owner must maintain the alteration in consonance with the rest of the common area. Failure to do so may require restoration of the alteration at the owner's expense. Such action would require 30 days written notice from the Board of Directors of the Association prior to start of the restoration.

3.Refuse

a. Common Areas. (*Declarations 8.8*) Nothing (including cigarettes) shall be thrown or emptied by any owner, his family, friends, invitees or servants out of the windows, doors or anywhere in the Project, parking areas, or common area.

b. Individual Lots (*Declarations 8.9 & 8.10*) Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. The Board or - Architectural Review Committee, or the designated representative of either may, upon prior notice to an Owner, remove any rubbish, trash, garbage or other refuse from Owner's Lot and upon such Owner's failure to so remove, at the sole expense of the owner of such Lot. Such entry shall not be deemed to be a trespass upon a Lot.

4.Damages.

a. (*Declarations 2.6*) The Board of Directors or Project Manager shall hold liable for repair or replacement costs any owner who causes, or whose family, friends, invitees or servants cause any damage to any common area.

b. Owners or tenants should not put nails or screws into vinyl siding. Appropriate vinyl hanging clips should be used. If damage occurs to the siding due to improper use of nails or screws, then any siding that needs to be repaired will be at the Owner's expense and not the HOA

5.Owners Duty of Maintenance and Repair. (*Declarations 7.0 & 8.24*) The maintenance and repair of the interior of each Residence, Courtyard Area, and Patio shall be the sole responsibility of the Owner thereof. In the event that the Owner of any Lot shall fail to maintain such lot, residence or any other improvements in accordance with the duties and responsibilities as set forth in this Declaration, the Board, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon such Lot and to perform the same. The cost shall be added to and become part of the assessment to which such Lot is subject. Before the Association may exercise its rights under this Section, the Board must provide

the Owner with a reasonable opportunity to be heard and to present a defense to any alleged infraction

6. Disturbing Noises. *(Declarations 8.7)* No owner shall make or permit any disturbing noises in his residence by himself, family, friends, invitees or servants; nor do or permit anything to be done by such persons on common area that will interfere with the rights, comforts or convenience of the other owners. No owner shall play or suffer the playing of any musical instrument in their residence if the same shall disturb or annoy the other owners.

7.10:00 P.M. Curfew. *(Declarations 8.7)* Volume of televisions, stereos and musical instruments shall be reduced after 10:00 p.m. and at all times be kept at a sound level to avoid disturbance to others.

8. Wildlife Feeding No owner should feed wildlife on the property or their patio by utilizing bird feeders or by leaving food out that would attract wildlife or rodents.

9. Fines If Owners have violated the rules and regulations of the bylaws, they will be notified with a warning letter first. If the violation has not been remedied after 14 days of the warning letter being sent, a 2nd notice will be sent and a \$50 fine will be imposed, 3rd notice for the same violation will incur a \$100 fine and subsequent notifications will have fines imposed at the \$100 amount. Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. Any Owner committing 6 or more violations in a 6 month period (whether such violations are of the same covenant or different covenants) may be immediately turned over to the Association's attorney for appropriate legal action.

10. Election Signs Owners may display one election sign in a window. No election signs should be placed in common areas.

C. | Motor Vehicles and Bicycles *(Declarations 8.2)*

1. Parking of Motor Vehicles *(Declarations 4.3.5 & 8.6)*

- a. Parking of all vehicles shall be subject to rules and regulations as may be promulgated and adopted by the Association.

b. Each owner's motor vehicle will be parked only in designated spaces. If a vehicle is parked in front of a fire hydrant or blocking a driveway it could be subject to fines or towed if necessary. .

c. For safety purposes, no parking is allowed on the streets except for temporary parking to load and unload vehicles. A warning letter will be issued if a vehicle is parked in a street or undesignated area for longer than 24 hours. If this violation reoccurs at the same location and same vehicle then a fine will be issued according to the fine schedule. Vehicles parked in units with the short driveways are not considered to be in violation of this rule.

d. The Association assumes no responsibility for damage to or theft of any motor vehicle or its contents while parked on the project.

e. No damaged or unsightly vehicles shall be parked or stored anywhere on the Project for more than 15 days.

f. No unlicensed vehicles shall be parked or stored anywhere on the Project for more than 15 days.

g. Non-compliance of the above will result in towing of the vehicle at the Owner's expense after approval by two-thirds (2/3) vote of the Board. Before the Association may exercise its rights, the Board must provide the Owner with a reasonable opportunity to be heard. Once a vehicle has been towed due to violating Rules and Regulations, it will be subject to immediate towing if the vehicle is still in violation of the Rules and Regulations or is returned to the premises without remedying the cause of the violation. **No further notice will be given and towing will be initiated immediately**

2.Vehicle Regulations. *(Declarations 8.6)* No trucks, commercial vehicles, trailers, mobile homes or detached

camper units shall be kept, stored or maintained upon the Common Area, and the same shall not be kept, stored or maintained upon any Lot in such manner that such vehicle is visible from neighboring Lots, the Common Area or any road; provided, however, that commercial vehicles may be parked in designated parking areas upon the Common Area for up to seventy-two (72) hours.

3. Vehicle Repairs. *(Declarations 8.22)* No engine maintenance or other mechanical repairs to automobiles other than normal washing or polishing shall be permitted anywhere on the premises

4. Speed Limit *(Declarations 4.3.5)* Owners, their families, guests and tenants shall abide by the posted speed limit (which shall be 10 m.p.h.) as well as such other traffic and parking regulations as may be posted in the parking areas and on the driveways of the Project.

5. Horns. *(Declarations 8.7)* Horns are to be used only when necessary for the safe operation of vehicles.

6. Bicycles. *(Declarations 8.10)* Bicycles shall be stored and parked within an owner's residence and not on front entries, patios or balconies.

III. ADMINISTRATIVE

A. Entry for Emergency

The Board of Directors or other authorized persons are authorized to enter into a residence for any emergency, which might damage any residence or any building at any time.

B. Timely Payment

Unit assessments and monthly maintenance fees and any other charges shall be paid on time. Any party violating this provision shall pay all costs and expenses of collection, which may include reasonable attorney fees.

C. Enforcement

The Association shall have the right to file a lien or an injunctive action to enforce these rules, and any party violating these rules shall pay for all costs of such lien or injunction and reasonable attorney fees. Any non-enforcement of any Rule or Regulation shall not be construed as a waiver of that Rule or Regulation.

D. Interpretations

Should any Rule or Regulation be susceptible to two interpretations, one of which would render the Rule or Regulation valid under the law and the other which would render it void, the interpretation rendering the Rule or Regulation valid shall apply as the interpretation intended between the owner and the Association. Should any Rule or Regulation be held void as a matter of law by any court or administrative agency of competent jurisdiction, only that Rule or Regulation shall be rendered void, and all other Rules and Regulations shall remain valid and enforceable.

E. Right to Amend

The Board of Directors reserves the right to amend repeal or add to these rules and regulations from time to time as may be deemed necessary for the safe and efficient maintenance of the Project and for the comfort and convenience of the occupants thereof.

F. Hierarchy of Governing Laws, Rules and Regulations

The bodies of the Association's governing laws, in descending order of supremacy, are: the "Declaration of Covenants, Conditions and Restrictions", the