



**RULES AND REGULATIONS AND
POLICIES AND PROCEDURES
OF THE
BOWLING GREEN HOMEOWNER'S, INC.**

RULES AND REGULATIONS
AND
POLICIES AND PROCEDURES
OF THE
BOWLING GREEN HOMEOWNER'S, INC.

These Rules and Regulations and Policies and Procedures have been adopted and implemented to protect the investment of the members, to enhance the values of the properties subject to regulation by the Association and to regulate and control relationships between owners and residents or guests. These Rules and Regulations and Policies and Procedures ("Rules") replace all former rules, regulations, policies and procedures adopted by the Association when these Rules become effective. These Rules shall become effective on September 15, 2010

1. Collection Procedures. The Association has adopted the following procedures and policies for the collection of assessments and other charges of the Association.

A. Due Dates. The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable in 12 installments due on the first day of each month. Assessments or other charges not paid to the Association by the 10th day of the beginning month in which they are due shall be considered past due and delinquent.

B. Invoices. The Association may, but shall not be required to invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association.

C. Late Charges Imposed on Delinquent Installments. A monthly installment of the annual assessment shall be past due and delinquent if not paid by the 10th day of the month in which it is due. The Association shall impose a ten dollar (\$10.00) late charge on the outstanding or past due balance then due the Association. The late charge shall be a "common expense" for each Owner who fails to timely pay their monthly installment of the annual assessment by the 10th day of the month in which the installment was due.

D. Interest. Delinquent assessments, fines or other charges due the Association shall bear interest at the rate set forth in the Declaration.

E. Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration, Articles and Bylaws, the Association shall be entitled to recover its reasonable attorney fees incurred in the collection of assessments or other charges due the Association from a delinquent owner.

F. Collection Letters.

(i) After a monthly installment of the annual assessment or other charge due the Association becomes 60 days past due, the Association may, but shall not be required to, send a collection letter to the Owners who are delinquent in payment.

(ii) Additionally, the Association may, but shall not be required to, send a letter to the Owner advising that the account has been referred to the Association's attorney for collection.

G. Use of Certified Mail/Regular Mail. In the event the Association shall send a collection letter or notice to a delinquent Owner by regular mail, the Association may also, but shall not be required to, send an additional copy of that letter or notice by certified mail.

H. Liens. The Association may file a Notice of Lien against the property of any delinquent Owner in accordance with the terms and provisions of the Declarations, Articles and Bylaws.

I. Referral of Delinquent Accounts to Attorneys and Collection Agencies. The Association may, but shall not be required to refer delinquent accounts to its attorney or a collection agency and for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.

J. Ongoing Evaluation. Nothing in this procedure shall require the Association to take specific actions other than to notify Owners of the adoption of these procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

2. Service and Maintenance Policy Standards.

A. In General. These policy statements define the diverse responsibilities of the Association to the Unit Owners with regard to the maintenance of individual Units and Common Elements. The standards below, which are to be considered a measure of the responsibility of the Association, are to be interpreted in the sole discretion of the Association.

The Association shall endeavor to maintain the Common Elements and portions of Units which are the responsibility of the Association in a manner consistent with the governing Documents. The Association is responsible for outdoor maintenance of the exterior of buildings and Units. Inside maintenance and repair is generally the responsibility of the Unit Owners. A Unit Owner assumes responsibility for inside maintenance upon purchase.

B. Maintenance Service.

(i). General Policy. It is the policy of the Association to maintain the exterior of the buildings and the elements which are a part of the Common Elements.

(ii). Specific Policy.

1. Buildings--Exterior.

(a) Painting. The Association shall be responsible for painting the exterior siding, wood doors and trim.

(b) Doors. Repair and replacement of unit interior and entry doors will be at the cost of the Unit Owner. Exterior doors and doors wholly within Common Elements are the responsibility of the Association.

(c) Screens. Repair of damage to unit window and door screens is the responsibility of the Unit Owners. Adjustment or replacement of screens when operation becomes difficult will be the responsibility of the Unit Owners.

(d) Grounds and Open Spaces. Maintenance of the following elements is the responsibility of the Association: fences, walks, decks, and grass areas.

(e) Roofs and Drains. The Association is responsible for repair or replacement of damaged or loose portions of the roofs and drains.

(f) Windows and Glass Doors. If a unit window or door glass is broken, the Unit Owner will be considered responsible. Window operating mechanisms are the responsibility of the Unit Owner.

2. Building--Interiors.

(a) **Alterations.** Any alterations, additions or improvements to Unit interiors made by Unit Owners must comply with all applicable building codes and permit requirements, must be at the Unit Owner's expense and are subject to Association approval prior to the alteration.

(b) **Common Electrical wiring and Plumbing.** If repair is required to plumbing or electrical wiring common to more than one Unit, the Association shall be responsible. Determinations of responsibility shall be made by the Association. Improvements in the original standard condition shall be the responsibility of the Unit Owner.

(c) **Unit Electrical and Plumbing Fixtures.** The electrical and plumbing fixtures and pipes and drains within the Unit, serving that Unit, are considered part of the Unit and the property of the Unit Owner. Repair or replacement is the responsibility of the Unit Owner. Fixtures include, but are not limited to, the following: light switches, light fixtures, outlets, sinks, appliances, faucets, toilets and electrical appliances.

(d) **Walls, Floors and Ceilings.** The Association is not liable for any damages to walls, floors and ceilings resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the building, or from any of its pipes, drains, conduits, appliances or from any other place. Where walls, floors and ceilings are damaged as a result of water entering a Unit from another Unit, the Unit Owner from which the water came shall be responsible for the cost of the repair.

(e) **Exterior Light Fixtures.** Exterior light fixtures outside the Units are the responsibility of the Association.

(f) **Appliances.** All appliances and fixtures in Units are the property of the Unit Owner. No maintenance responsibility is assumed by the Association.

(g) **Heating and Air Conditioning.** The heating and air conditioning systems are the responsibility of the Unit Owner. Maintenance should be performed by the service representatives of the manufacturer and is the responsibility of the Unit Owner served by those systems.

(h) **Floor covering.** All carpet and floor covering in the Unit is the property of the Unit Owner. No maintenance responsibility is assumed by the Association.

(i) **Fireplace Flues.** Fireplace flues, if any, are to be inspected every three years by Unit Owners and cleaned at the Unit Owner's expense. Further, fireplace flues shall be cleaned by Unit Owners if the Association determines cleaning is necessary. If an Owner fails to inspect or clean a fireplace flue, the Association may clean the flue and charge the responsible Owner.

(k) Corridors. Maintenance and repair of corridors will be the responsibility of the Association.

C. Landscaping--General Policy. It shall be the policy of the Association to maintain the landscaped areas in a good condition.

1. Shrubs and Foundation Planting. Shrubs, ground covers or flower plantings, if any, will be maintained by the Association.

2. Extra Planting by Unit Owners. Prior approval must be obtained from the Association if the Unit Owners want extra plantings of flowers, shrubs, trees or ground cover in the Common Elements. These plantings, if allowed by the Association, will be maintained by the Unit Owner, unless allowed to become unsightly or weedy, in which event they will be maintained or mowed down and reseeded to lawn at the expense of the Unit Owner.

3. Lawn Areas. It shall be the responsibility of the Association to maintain the lawn.

D. Miscellaneous.

1. Fire Protection. Each owner/tenant will have and maintain at least one fire extinguisher in each Unit. This extinguisher should be of the dry chemical or similar type which would be suitable for use in combatting electrical as well as other kinds of fires. There must be a smoke detector in each Unit, installed by the Unit Owner at his/her own expense. Smoke detectors will be maintained by Unit Owner.

2. Trash Collection. Trash is collected from the areas designated on a regular schedule by the Association. Certain materials must be segregated and left in designated containers for recycling.

3. Windows open during winter time. No owner or tenant of condominium unit shall keep the windows open 24 hours a day during winter time. Windows may remain open for a reasonable limited time only.

Any violation of these Rules and Regulations concerning open windows, shall subject an owner to the rights and remedies allowed or provided the Association, and shall also subject the owner to a reasonable fine assessment imposed by the Association after notice as follows:

- (1) First offense/violation: Written notice warning letter to unit owner and/or tenant.
- (2) Second offense/violation: A \$50.00 fine may be assessed against the unit owner.
- (3) Third offense/violation: A \$100.00 fine may be assessed against the unit owner.
- (4) Fourth offense/violation and each subsequent offense/violation: \$150.00 fine may be assessed against the unit owner.

E. Damage caused by negligence or intentional acts of owners and their guests. In the event any item or property is damaged as a result of the negligent or intentional act of an owner or their guest, then notwithstanding anything to the contrary in these Rules and Regulations, the owner shall be responsible for all such damages.

3. Pets. No animals, livestock, poultry or insects of any kind, including dogs, cats, birds, snakes or bees, shall be raised or kept in Bowling Green except as provided below.

A. A reasonable number of dog(s), cat(s), bird(s), or other household pet(s) may be kept or raised in a Unit, subject to all applicable local ordinances. The Board, in its sole discretion, and considering the number and size of the household pet(s) as well as any reported problems, complaints or concerns regarding the pet(s) in or at any Unit may reasonably restrict the number of household pet(s) raised or kept in any Unit on a case-by-case basis.

(i) In no event will any dog whose breed is known for its viciousness or ill temper, in particular, the American Staffordshire Terrier, known as a "pit Bull Terrier," be permitted in Bowling Green, premises, nor any animal of any kind that has venom or poisonous or capture mechanisms, or if let loose would constitute vermin, will be allowed in Bowling Green.

(ii) Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction). Other animals will be permitted if such animals serve as physical aids to the handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

B. No animals, including livestock, poultry, birds or bees of any kind shall be bred, raised or boarded or kept for any commercial purpose.

C. Pet owners shall immediately clean up after their pet and dispose of the same in suitable containers.

D. Pets shall not be allowed to damage grass, shrubs, trees, or any other portion of the Common Elements or become an annoyance or nuisance to other pets or people. Expenses and costs resulting from damage to shrubs, trees or Common Elements will be the responsibility of the Unit Owner of the Unit at which the responsible pet is kept.

E. Pets, including dogs and cats, must be carried or kept on a leash while in any part of the Common Elements and shall not be allowed to roam unrestrained on the Common Elements.

F. Pets shall not be chained or tethered anywhere outside of the unit the pet is kept at.

G. Any violation of the Declaration, Bylaws or of these Rules and Regulations concerning pets, shall subject an owner to the rights and remedies allowed or provided the Association in the Declaration, and shall also subject the owner to a reasonable fine assessment imposed by the Association after notice and a hearing, as follows:

- (1) First offense/violation: Written notice warning letter to pet owner and/or Unit Owner.
- (2) Second offense/violation: A \$50.00 fine may be assessed against the Unit Owner.
- (3) Third offense/violation: A \$100.00 fine may be assessed against the Unit Owner.
- (4) Fourth offense/violation and each subsequent offense/violation: \$150.00 fine may be assessed against the Unit Owner.

4. Motor Vehicles/Parking.

A. Parking Allocations. Each unit shall be allowed one designated parking spaces and shall be issued three parking stickers/permits to be placed on vehicles which the owner of that unit wishes to have parking privileges. All parking will be in designated areas only. Because of the limited amount of parking, owners and tenants shall limit parking by guests, and all guest vehicles must be parked in designated guest parking spaces. Any guest vehicle parked in areas designated for owner or tenant vehicles may be towed without notice to and at the expense of the owner of the vehicle. Perimeter uncovered spaces may be used for parking by homeowners and guests on a first come, first served basis, provided that in no event shall continuous parking exceed any 24 hour period. Parking in excess of 24 hours may result in fining and/or towing of the vehicle. All vehicles must be parked head in unless otherwise authorized by the Board of Directors or managing agent.

B. Parking Prohibited in Firelanes. The parking of any vehicle, van, truck, motorcycle, trailer, camper and the like in any firelane is expressly prohibited at all times and shall constitute an emergency for towing purposes. Violation of this rule may result in fining and immediate towing of the vehicle, etc. without any prior notice to the owner of the vehicle.

C. Inoperative, Unused, Abandoned or Unlicensed Vehicles. No inoperative, unused, abandoned or unlicensed vehicle shall be stored, parked, maintained or kept upon any part of Bowling Green, including any street, or way of access within Bowling Green. "Inoperative, abandoned or unused vehicle" shall mean any automobile, van, truck, motorcycle, motorbike, boat, trailer, camper, house-trailer, motor home, or similar vehicle which has not been driven under its own propulsion or has not been moved out of Bowling Green for a period of two (2) weeks or longer, or which does not have an operable propulsion system. In the event that the Association shall determine that the vehicle is an abandoned or inoperable vehicle, then a written notice describing the vehicle shall be personally delivered to the Unit Owner, if known, or shall be conspicuously place upon the vehicle. If the vehicle is not then removed within 72 hours of such notice, except in the event of emergencies, the Association shall have the right to remove the vehicle and the vehicle owner shall be responsible for all towing and storage charges. Exemptions from this two (2) week provision, (for the purpose of keeping a vehicle within Bowling Green during vacation periods), may be applied for by an Owner by written request by such Owner (or by a tenant and Owner jointly, if applicable) to the Association. No request for exemption shall be deemed granted in the absence of written approval thereof by the Association.

D. Restrictions on Parking and Storage. Subject to the Declaration, each automobile, house trailer, camping trailer, boat trailer, boat, hauling trailer, running gear, or accessories thereto, motor driven cycle, truck, self-contained motorized recreational vehicle, van, or other type of vehicle or vehicular or recreational equipment, parked or stored in Bowling Green shall be parked or stored, at any one time, wholly within the boundaries of one (1) parking space within an area authorized for vehicular parking as designated by the

Association or within a carport: except that any such vehicle may be otherwise parked as a temporary expedience for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles within Bowling Green which are necessary for construction or for the maintenance of the Common Elements or Units.

E. Recreational or Commercial Vehicles. No commercial vehicle, van or truck, trailers, including utility and boat, motor homes, detached camper units, snowmobiles, race cars, or house-trailers shall be parked, kept, stored, or maintained anywhere within Bowling Green. Violations shall subject the owners to fining and/or towing as provided in these Rules and Regulations or by applicable law.

F. Motor Vehicle Fines and Towing. In the event of any violation of the Declaration, Bylaws or the Rules and Regulations concerning motor vehicles and parking, then in addition to all rights and remedies provided by the Declaration, a reasonable fine assessment may be imposed, after notice and hearing, as follows:

- (1) First offense/violation: Written notice of intent to tow may be given to the Unit Owner/vehicle owner or posted on subject vehicle. If the vehicle in violation is not removed within seventy-two (72) hours after notice of intent to tow (except in emergencies), the Association shall be entitled to tow the subject vehicle and the Unit Owner and vehicle owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.
- (2) Second offense/violation: A \$50.00 fine may be assessed against the Unit Owner. Additionally, if the vehicle in violation is not removed within seventy-two (72) hours after notice of intent to tow, the Association shall be entitled to tow the subject vehicle and the Unit Owner and vehicle owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.
- (3) Third offense/violation: A \$100.00 fine may be assessed against the Unit Owner. Additionally, if the vehicle in violation is not removed within seventy-two (72) hours after notice of intent to tow, the Association shall be entitled to tow the subject vehicle and the Unit Owner and vehicle owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.
- (4) Fourth and subsequent offense(s)/violation(s): A \$150.00 fine may be assessed against the Unit Owner. Additionally, if the vehicle in violation is not removed within seventy-two (72) hours after notice of intent to tow, the Association shall be entitled to tow the subject vehicle and the

Unit Owner and vehicle owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.

- (5) No prior notice of the intent to tow shall be required in the event of an emergency or if the vehicle to be towed poses an immediate threat to life or property.

G. Restrictions on Vehicle Maintenance and Washing. No automotive maintenance, mechanical, body or engine work overhauling or similar automotive repair work for any purpose or car washing shall be performed in any portion of Bowling Green.

5. Proper Use. Common Elements or Common Areas shall be used only for the purposes for which they were designed. Common Areas include, but are not limited to the following: sidewalks, stairs, landings, carports, front door porch areas, walkway with hand rails, courtyard areas, and all patio and porch areas around the clubhouse. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism, violate any criminal law or damage on or to the Common Elements. Owners and their guests shall be required to adhere to all posted rules in addition to the following rules:

- a. Children should be supervised by a responsible adult while playing in or using the Common Areas.
- b. No horseplay is allowed in any of the Common Areas.
- c. Skateboarding, bicycle riding, rollerskating, rollerblading, scooter riding, and any other non-motorized or motorized forms of transport are not allowed to be used in any of the Common Areas.
- d. Ball playing of any kind, climbing on or damaging any trees, bushes or shrubs are not allowed in any of the Common Areas.

Any violation of this Section of these Rules and Regulations concerning proper use of Common Areas shall subject an owner to the rights and remedies allowed or provided the Association in the Declaration, and shall also subject the owner to a reasonable fine assessment imposed by the Association after notice as follows:

- (1) First offence/violation: Written notice warning letter to owner and/or Unit Owner.
- (2) Second offence/violation: A \$50.00 fine may be assessed against the Unit Owner.
- (3) Third offense/violation: A \$100.00 fine may be assessed against the Unit Owner.
- (4) Fourth offense/violation and each subsequent offense/violation: \$150.00 fine may be assessed against the Unit Owner.

6. **Laundry Rooms.** From time to time, the Board of Directors may promulgate and post rules pertaining to use of the laundry rooms. Owners and their guests shall be required to adhere to all posted rules in addition to the following rules:

- a. Hours shall be 8:00 a.m. to 10:00 p.m. Monday through Friday and 8:30 a.m. to 10:00 p.m. Saturday and Sunday
- b. Doors shall be kept closed at all times to prevent freezing of pipes and keep rooms clean.
- c. Lights shall be kept off when room is not in use.

7. **Clubhouse.** From time to time, the Board of Directors may promulgate and post rules pertaining to use of the clubhouse. Owners and their guests shall be required to adhere to all posted rules in addition to the following rules:

- a. No person under the age of 16 shall be permitted in the clubhouse without resident adult supervision.
- b. Owners and their guests must provide their own equipment for ping - pong and pool.
- c. No more than 6 persons are permitted in the clubhouse on any access card at one time.
- d. No running or horseplay in the clubhouse.
- e. No furniture provided for the clubhouse shall be moved.
- f. Owners must be current with all assessment payments in order to have access to clubhouse.
- g. Reservations:
 - (1) The clubhouse and pool will be closed to residents when a private party is in the lounge.
 - (2) Only the upstairs lounges can be reserved. Reservations must be booked at least 10 days prior to party date.
 - (3) Any one unit can not reserve the lounges more than once every sixty (60) days.
 - (4) Assessment dues on the unit wishing to use the clubhouse must be current.
 - (5) The person renting the clubhouse is responsible for the cleaning immediately after an occasion. All furnishings must be put back in the original position.
 - (6) Liability for any damage or theft caused by those in attendance at the function is the responsibility of the person who rents the clubhouse and the owner of the unit

if they are not the same. The person reserving the clubhouse must sign a "Clubhouse Agreement" prior to the scheduled activity.

h. Fees.

(1) A cleaning deposit of \$100 is required for all reservations. Deposit must be in the form of a check made payable to Bowling Green Homeowners, Inc. Cleaning fee will be returned to the person reserving the clubhouse if it is left properly cleaned and in proper order.

(2) A use fee \$25 shall be assessed in all situations when the event attendance is expected to exceed 10 or more persons. Payment shall be in the form of a check made payable to Bowling Green Homeowners, Inc. This fee is used directly for the maintenance of the clubhouse.

(3) Fees must be received at least three (3) days prior to use date or reservation shall be cancelled.

(4) By fire code, a maximum of 57 persons are allowed in the building.

8. Increased Risks, Damage. Nothing shall be done or kept in or upon a Unit or upon the Common Elements, or any part thereof, which would result in the cancellation of the insurance as maintained by the Association, without the prior written approval of the Association. Nothing shall be done or kept in or upon any Unit or in or on the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof, shall be committed by any Unit Owner, or any member of the Owner's family, or by any guest, invitee or contract purchaser of any Owner. This specifically refers to, but is not limited to, the storage of flammable liquids or hazardous materials in any Unit or on the Common Elements. In the event of any violation of this Section of these Rules and Regulations concerning increased risks and damage, in addition to the rights and remedies available under the Declaration, a reasonable fine may be assessed, after notice and hearing, as follows:

(1) First offense/violation: Written notice/warning letter to the Unit Owner.

(2) Second offense/violation: A \$100.00 fine may be assessed against the Unit Owner.

(3) Third offense/violation: A \$200.00 fine may be assessed against the Unit Owner.

(4) Fourth offense/violation: A \$300.00 fine may be assessed against the Unit Owner.

9. Leasing of Units.

A. Primary Residence/Lodging. No Unit shall be occupied or leased except under the terms and conditions set forth in the Declaration and these Rules. Each unit shall be occupied and used by Owners, their guests, occupants or lessees as residential dwellings only. Owners who permit guests to occupy or lease their property are responsible for the actions of their guests and/or tenants.

B. Leasing Requirements. For security reasons each Owner or Rental Agent must provide the Association with the following information on an association provided form within three days of leasing the unit for all tenants:

(1) Tenant information, including name(s), address, vehicle description, including license plate number and names of all occupants under the age of 18, check criminal background of every potential tenant and give a copy for Association's records and any other information reasonably requested by the Association or its agents. Forms for providing this information are available from the Association.

(2) A copy of the current executed lease.

C. Subordination of Leases to the Declaration and these Rules and Regulations. All leases or tenancies shall be subordinate to the Declaration, the Articles of Incorporation, By-Laws and these Rules. Owners, their Rental Agents, and their guests or tenants acknowledge, understand and agree, by virtue of their occupancy of a Bowling Green Condominium, that violation of the Declaration, the Articles of Incorporation, By-Laws or these Rules or any amendments to these documents by a guest or tenant is considered a substantial breach of the guest's or tenant's right to occupancy. Accordingly, the Association and its agents shall have the concurrent right to act as the Owner's agent, and in the Association's own behalf, to proceed to terminate the occupancy of the guests or tenants in violation. All costs incurred by the Association, its agents or assignees for terminating the occupancy of the guests or tenants shall be the responsibility of the Owner.

D. No unit shall be rented for transient or hotel purposes. Any lease must be of at least six-months duration. A lessee with a six-month lease or longer may not sublet or allow a third party to occupy the unit for less than six months.

E. No one-bedroom unit shall be leased to or occupied by more than three people.

F. No two-bedroom unit shall be leased to or occupied by more than four people.

G. No three-bedroom unit shall be leased to or occupied by more than six people.

H. All tenants or occupants are subject to association regulations, and the owner(s) shall be held responsible for any and all infractions. The lease must contain a clause that indicates the tenant has received a copy of the association rules and regulations, declaration and bylaws.

I. Tenants or occupants of a leased unit are entitled to use the recreation facilities only if the unit owner relinquishes his/her right to use recreation facilities for the length of the lease.

J. The unit owner is always responsible for association assessments, insurance deductibles, or any other charge the Board of Directors may direct to the unit.

10. Hazardous Activities or Materials. No Owner shall install or operate, or permit to be installed or operated, any machinery or equipment, except normal household appliances, in their Unit. Nor shall any inflammables, fireworks or explosives of any kind be brought to or used in Bowling Green, except for Oxygen prescribed by a doctor.

11. Electrical Devices or Fixtures. No electrical device which creates electrical overloading of standard circuits may be used without written permission from the Board of Directors. Misuse or abuse of appliances, circuits, or fixtures within a Unit which affects

other Units or the Common Elements is prohibited. Any damage resulting from this misuse shall be the responsibility of the Unit Owner from whose Unit it was caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

12. **Decorative Displays and Furniture Outside of Units.** Unit Owners shall not cause or permit anything other than conventional draperies, curtains and holiday decorations to be hung, displayed or exposed at or on the outside of windows or outside of Units without the prior written consent of the Board of Directors or the committee, if any, established by the Board which has jurisdiction over these matters. Only furniture specifically manufactured for outdoor use (not to exceed two chairs and one small table which do not protrude more than 2 feet from the building wall), two (2) bicycles, covered barbecue grills, and potted plants are permitted outside of the unit. These items must be confined to in front of your unit only, and can not inhibit or obstruct the use of the walkway for other residents.

13. **Alterations, Additions or Improvements to Common Elements.** No alterations, additions or improvements may be made to the Common Elements without the prior written consent of the Board of Directors or the committee established by the Board, if any, having jurisdiction over these matters. No clothes, rugs, laundry or any other kind or articles, other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls or doors of a building or on trees. No sign, awning, canopy, shutter, antenna, air conditioning unit, or swamp cooler shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.

14. **Cleanliness.** Unit Owners shall keep their Units in a good state of preservation, cleanliness and repair.

15. **Obstructions.** There shall be no obstruction of the Common Elements, including walkways, nor shall anything be stored outside of the Units without the prior written consent of the Association except as expressly provided.

16. **Storage of Unsightly/Unsafe Items.** No person shall place, store or maintain any unsightly or unsafe furniture, fixture, device, article or other item or thing, including but not limited to, appliances, automobile parts and tires, cardboard boxes, toys, bicycles, newspapers, or anything flammable, on any patio or Common Element.

17. **Annoyance or Nuisance.**

A. No noxious, offensive, illegal or immoral, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance, nuisance or disturbance to the other Unit Owners or occupants or which may interfere with their peaceful and proper enjoyment of the Common Elements or units for the purposes for which they were designed. No Unit Owner or occupant shall make or permit any disturbing noises or nuisance activities or do or permit anything to be done that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate, or suffer to be operated, an engine, phonograph, television set or radio or other device, item or object, at high volume or in any other manner that shall cause unreasonable disturbances to other Unit Owners or occupants. Annoyances may include but are not limited to: barking dogs, loud parties, altercations and vandalism.

B. Due to the increased costs to the Association in responding to claims of nuisance or annoyance activities, any violation of the Declaration, Bylaws or of these Rules and Regulations shall subject an owner to the rights and remedies allowed or provided the Association in the Declaration, and shall also subject the owner to a reasonable fine

assessment imposed by the Association after notice and a hearing. as follows:

- (1) First offense/violation: Written notice warning letter to owner and/or Unit Owner.
- (2) Second offense/violation: A \$100.00 fine may be assessed against the Unit Owner.
- (3) Third offense/violation: A \$200.00 fine may be assessed against the Unit Owner.
- (4) Fourth offense/violation and each subsequent offense/violation: \$300.00 fine may be assessed against the Unit Owner.

G. Restrictions on Vehicle Maintenance and Washing. No automotive maintenance, mechanical, body or engine work overhauling or similar automotive repair work for any purpose or car washing shall be performed in any portion of Bowling Green.

18. Swimming Pool and Spa From time to time, the Board of Directors may promulgate and post rules pertaining to use of the swimming pool and spa. Owners and their guests shall be required to adhere to all posted rules in addition to the following rules:

- a. Hours shall be as posted.
- b. Soap showers are recommended before entering the pool or spa.
- c. No pets in enclosed areas of the pool or spa.
- d. No glass containers - metal or plastic only.
- e. No cut-offs in the pool or spa.
- f. No furniture other than that provided for the pool and spa area shall be permitted, and no furniture provided for the pool and spa area shall be removed from those areas.
- g. No person under the age of 16 shall be permitted in the pool or spa without resident adult supervision.
- h. No more than 6 persons are permitted in the clubhouse on any access card at one time.
- i. No running or horseplay in pool or spa area.
- j. The pool and spa are for the exclusive use of occupants and their guests, and occupants shall in all cases be responsible for the conduct of their guests.
- k. All person using the pool and spa shall comply with the request of the Manger or other authorized persons respecting matters of personal conduct in and about the pool and pool areas.
- l. Owners must be current with all assessment payments in order to have access to swimming pool and spa.

19. **Compliance With Law.** No immoral, improper, offensive or unlawful use may be made of the Property. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and with all local ordinances, rules and regulations. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for any violation or noncompliance.

20. **Entry for Emergencies and Annual Inspections.** The managing agent or any other authorized person is authorized to enter into a Unit for an annual inspection upon reasonable notice and for any emergency which might damage any Unit or building or injure any person at any time and for inspections as deemed necessary by the managing agent or the Board of Directors.

21. **Returned Check Charges.** In addition to any and all charges imposed or allowed under the Declaration, Articles or Incorporation, Bylaws or these Rules and Regulations, a Fifteen Dollar (\$15.00) fee shall be assessed against a Unit Owner, in the event any check or other instrument attributable to or for the benefit of such Owner or Owner's property is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be due and payable immediately, upon notice thereof, in the same manner as provided for payment of assessments under the Declaration. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

22. **Application of Payments made to the Association.** The Association reserves the right to apply any and all payments received on account of any Unit Owner or the Owner's property (hereinafter collectively "Owner"), to payment of any and all legal fees and costs (including attorney's fees) expenses of enforcement and collection, late fees, return check charges, lien fees, and interest owing or incurred with respect to such Owner pursuant to the Declaration, Bylaws, Rules and Regulations of the Association prior to application of the payment to the special or general assessments due or to become due with respect to such Owner.

23. **Fine Assessments and Schedule.**

A. All fine assessments shall be due and payable immediately upon notice of such fine or assessment, as set forth in the Policies and Procedures for Enforcement set forth below. Notwithstanding anything to the contrary in these Rules and Regulations and in the Policies and Procedures, the Association shall be entitled to take such action and perform such work as specified in these Rules and Regulations or as otherwise permitted or required by law, the Declaration or the Bylaws, prior to, in the absence of, or during the pendency of any hearing. If any fine assessment is not paid within ten (10) days after the due date, a late charge in the amount of \$15.00 shall be assessed to compensate the Association for the expenses, costs and fees involved in handling such delinquency. Any payment received from the Owner following assessment of the fine will be first applied to the outstanding fine, late charges and attorney fees, if any.

B. Unit Owners shall be personally, jointly, and severally liable for all fines/penalty assessments. In the event a fine assessment is not paid within ten (10) days, the Association may thereafter commence an action at law, or in equity, or both, against any Unit Owner personally obligated to pay the same, for recovery of said assessment plus late charges. The prevailing party shall be entitled to recover its reasonable attorneys' fees and associated costs and expenses incurred in connection with such legal proceedings.

C. Unless provided otherwise in these Rules and Regulations, any violation of the Declaration, Bylaws or of these Rules and Regulations shall subject an owner to the rights and remedies allowed or provided the Association in the Declaration, and shall also subject the owner to a reasonable fine assessment imposed by the Association after notice and a hearing, as follows:

- (1) First offense/violation: Written notice warning letter to owner and/or Unit Owner.
- (2) Second offense/violation: A \$50.00 fine may be assessed against the Unit Owner.
- (3) Third offense/violation: A \$100.00 fine may be assessed against the Unit Owner.
- (4) Fourth offense/violation and each subsequent offense/violation: \$150.00 fine may be assessed against the Unit Owner.

24. **Policies and Procedures for Enforcement of the Declaration, By-laws and Rules and Regulations**

A. **Notice of Violation.** Notice of Hearing of any provisions of the Declaration, Bylaws or Rules and Regulations shall be provided to the applicable Owner as soon as reasonably practicable following discovery by the Board of such violation. The Board may also, at its option, provide a copy of such notice to any non-owner violator. The notice shall describe the nature of the violation and shall further state that the Board may seek to protect its rights as they are specified in the governing legal documents.

B. **Service of Notices.** Service of all notices required or permitted to be given hereunder shall be made as follows:

If to an Owner and/or Lessee: By personal delivery to the Owner and/or Lessee; or by certified U.S. Mail, return receipt requested, postage prepaid, addressed to the last registered address of the Owner and/or Lessee as contained in the Association's records.

If to the Association: By personal delivery or certified U.S. Mail, return receipt requested, postage prepaid, addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State, or such other address as the parties may be advised of in writing.

Any notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the third day following the date of mailing.

C. **Request for Hearing.** In the event any Owner desires to attend a hearing or Board meeting to challenge or contest any alleged violation and possible fine, Owner must, prior to the first Board Meeting following receipt of the Notice of Hearing, request such hearing by notifying the Association, in writing, of such hearing request. In requesting a hearing before the Association, an Owner shall state and describe the grounds and basis for challenging or denying the alleged violation as well as such other information the Owner deems pertinent. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the period, the Board, shall determine if there was a violation, and if so, assess a reasonable fine within the guidelines contained in these Rules and Regulations. The

Owner shall be notified in writing, by U.S. mail, postage prepaid, of the Board's decision within two weeks of the hearing. The fine assessment is due and payable immediately upon receipt of notice of the fine assessment and will be immediately added to the Owner's account.

D. Board to Conduct Hearing. The Board shall hear and decide cases set for hearing pursuant to these Rules and Regulations. The Board may appoint an officer or other Unit Owner to act as the Presiding Officer at any of the hearings.

E. Hearing. Each hearing shall be held at the scheduled time, place and date, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by reading the Notice of Hearing. The general procedure for hearing shall consist of opening statements by each party; presentation of testimony and evidence, including cross-examination of witnesses by each party; and closing statements by each party. Notwithstanding the foregoing, the Board may exercise its discretion as to the specific manner in which a hearing shall be conducted and shall be authorized to question witnesses, review evidence, and otherwise take such reasonable action during the course a hearing of which it may deem appropriate or desirable to permit the Board to reach a just decision in the case. Neither the complaining parties nor the Owner must be in attendance at the hearing. However, the decision of the Board at each hearing shall be based on the matters set forth in the Notice of Hearing, Request for Hearing, and such evidence as may be presented at the hearing.

F. Decision. After all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its decision thereon within fourteen (14) days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority of the Board. The Board shall issue written findings of fact and conclusions, and, if applicable, shall impose a reasonable fine as provided in the Association's Rules and Regulations. The Board may also issue a record with the Clerk and Recorder, a Notice of Finding of Violation. Upon satisfactory compliance with the Association's governing documents, the Notice of Violation may be released by the Association issuing and recording a Release of Notice of Findings of Violation.

25. Enforcement and Attorney's Fees. In accordance with the Declaration, Bylaws and Rules and Regulations, it is hereby declared to be the intention of the Association to enforce the provisions of the Documents by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all attorney's fees, Association expenses and costs incurred by the Association in connection therewith.

26. Modification, Amendments, Repeal and Re-Enactment. Notwithstanding anything to the contrary contained in these Rules and Regulations; the Association reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.

27. Miscellaneous.

A. Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.

B. The Provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

C. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

D. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Rules and Regulations or the intent of any provision hereof.

IN WITNESS WHEREOF, the undersigned, as Secretary of the Association, certifies these Rules and Regulations were adopted by the Board of Directors on September 15, 2010

Phyllis L. Daniel
Secretary