

Rules & Regulations

Bluff Country Master Association

Eden Prairie, Minnesota

Effective March 17, 2006

Bluff Country Master Association Rules and Regulations

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March 17, 2006

INTRODUCTION

The Board of Directors of Bluff Country Master Association is charged under Section 4.2(e) of the Bylaws of the Association with the power to "adopt, amend and revoke Rules and Regulations..... regulating the use of the Common Elements..... regulating the use of the Units..... and otherwise facilitating the operation of the Property."

Every Unit Owner is responsible for full compliance with the Rules and Regulations of the Association by all Unit occupants, guests and visitors. The Board of Directors is charged with their enforcement.

1. The Rules and Regulations contained in the following pages are in addition to those stated in the Declaration and Bylaws of Bluff Country Master Association,
2. These revised Rules and Regulations will not reverse any previous action taken by the Board of Directors which was proper under the previous Rules and Regulations.
3. None of the provisions contained in these revised Rules and Regulations shall be deemed to have been waived by reason of any failure to enforce the same.
4. These Rules and Regulations may be amended from time to time by the Board of Directors; provided, that all such Rules and Regulations shall not be effective until at least ten (10) days after prior written notice has been provided to each Owner.

PURPOSE

When a group of people shares property, rules must be defined. These rules and their enforcement are essential to preserve property values in the community. In addition, they are intended to promote the maximum enjoyment of the property by all the Residents, as well as their health and safety.

Rules and Regulations are important in day-to-day communal living. Reasonable rules will help make the sharing of property convenient and enjoyable for all those involved. When Rules and Regulations are not followed, the Association must act firmly and impartially and, when necessary, impose penalties for violations. Without proper enforcement, they would mean little.

Please take the time to familiarize yourself with these revised Rules and Regulations.

**Bluff Country Master Association
Board of Directors**

DEFINITIONS

ASSOCIATION	Bluff Country Master Association, the non-profit corporation established for the purpose of managing the Property.
BOARD	The Board of Directors of the Association.
COMMON ELEMENTS	All portions of the Property other than the Units. (Declaration reference: Section 1.5)
MOTOR VEHICLE	A licensed passenger Vehicle not in excess of 9,000 pounds gross vehicle weight such as an automobile, a pickup truck, a panel truck, a van or a motorcycle, and that will fit entirely within a garage.
PRIVATE STREETS	Belmont Lane, Breezy Way and Bridgehill Terrace.
DWELLING	A part of a building, occupying one or more floors, including the attached garage, designed for occupancy as a single family residence, and located within the boundaries of a Unit. (Declaration reference: Section 1.19)
RENTER	Person(s) leasing or renting from a Unit Owner.
RESIDENT	Owner or Renter regularly occupying a Unit.
UNIT	One or more than one platted lot upon which a Dwelling is located. (Declaration reference: Section 1.42).
UNIT OWNER (or OWNER)	Any person to whom Ownership of a Unit has been conveyed or transferred, but excluding contract for deed vendors (unless the contract for deed has been cancelled or otherwise terminated). All Unit Owners are automatically members of the Association. (Declaration reference: Section 1.36)

ENFORCEMENT

REPORTING VIOLATIONS

Unit Owners and Residents are encouraged to attempt to resolve individual differences with their neighbors before seeking recourse through the Rules and Regulations channel. An Owner or Resident may deliver to the Management Company a written and signed complaint or email stating which rule is being violated, by whom, and when (date and time).

The Board or its designee will review each complaint and notify the complainant of the final action taken in each case.

PENALTIES FOR VIOLATIONS

Except as otherwise stated herein, the penalties for violations of the Rules and Regulations of Bluff Country Master Association will be administered as follows for violations that pose no immediate hazard to the Bluff Country community. The Board reserves the right to take more stringent action when a violation is viewed as presenting an immediate hazard to the community. Penalties will be assessed and enforced by the Management Company under contract.

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| a) FIRST OFFENSE: | Warning to the violator by way of letter or posted warning, and/or personal contact. |
| b) SECOND OFFENSE: | OR NON-COMPLIANCE WITHIN 7 DAYS OF LETTER AND/OR PERSONAL CONTACT
WARNING: \$50.00 fine for breaking same rule, within 12 months of the previous violation. |
| c) THIRD OFFENSE: | \$100.00 fine for breaking same rule, within 12 months of the previous violation. |
| d) FOURTH OR MORE OFFENSE: | \$200.00 fine for breaking same rule, within 12 months of the previous violation. |
| e) ALL FINES ARE DUE AND PAYABLE: | With the following month's Association assessment. Any fines not paid when due are subject to the same delinquency policy as set forth in Section 10.00, Delinquency Policy. |

CONTINUING NON-COMPLIANCE

In the case of continuing non-compliance beyond the date when a fine was assessed under (b), a fine of \$10.00 will be assessed for each and every day of non-compliance. "Continuing non-compliance", as opposed to "offense", refers to those instances when a Unit Owner or Resident has created a condition which is in violation of the Rules and Regulations. An example would be a deck storage violation, or an unapproved architectural modification, such as a non-conforming storm door. The board reserves the right to hire a contractor to undo the architectural modification and bill the costs back to the unit owner.

APPEAL PROCEDURE (Declaration reference: Section 11.3)

The Board provides for an appeal process as described below in order to ensure the opportunity for a fair hearing and due process.

1. Offending Owner delivers a written request to the Management Company requesting a hearing within the ten-day grace period provided in the violation notice.
2. A hearing will be conducted by the Board within thirty days* after the written request is received.
3. Proposed sanctions will be delayed until after the hearing and final decision by the Board.
4. Within ten days after the hearing, the Board will communicate in writing the decision to all parties involved. Remedies will be effective immediately and fines may be retroactive to the date of the violation or offense.

HEARING - The following procedures will govern the conduct of hearings. (Declaration reference: 11.3)

1. Any Board member who has direct involvement in the matter shall excuse him/herself from the hearing process.
2. The offending Owner must be informed of the date, time and place of the hearing with at least ten days* notice.
3. The Board President will normally chair the hearing and the Board Secretary will take minutes of the proceedings.
4. Attendance at the hearing will be limited to the following persons; Board Members and any agents of the Board; the complainant; the offending Owner; the alleged violator if the Unit Owner is a non-resident; and any other persons who have evidence or testimony to offer. Any of the parties may elect to be represented by

legal counsel.

5. All parties will be given the opportunity to present their case and to ask questions of persons offering opposing evidence or testimony.
6. Upon the conclusion of testimony and statements, all other parties will be excused and the Board and its agents and/or legal representative will deliberate in private. The complainant and offending Owner will be sent written notification of the Board's decision within ten days.
7. The decision of the Board shall be final and binding on all parties.

*Note: Time limitations may be extended or reduced upon mutual agreement between the offending Owner and the Board.

01.00 **GENERAL RULES**

- 01.01 Every Unit Owner shall comply with all laws, ordinances and regulations of all government bodies having jurisdiction thereof, and shall hold the Association and other owners harmless from all fines, penalties, costs and prosecution arising from any violation thereof by the Unit Owner, by Unit Residents, by guests or by visitors.
- 01.02 The Unit Owner shall be charged any and all costs and expenses incurred by the Association for repair of damage to the Common Elements caused by said violation or for extra maintenance or repair charges incurred by the Association as a result of the violation of the Rules and Regulations. (Declaration reference: Section 6.4.6)
- 01.03 The Unit Owner shall pay all legal costs incurred by the Association to enforce these Rules and Regulations. These charges shall be added to the Unit Owner's monthly assessment at the next monthly billing. (Declaration reference: 6.4.3)
- 01.04 No Resident shall store any explosive or inherently dangerous or hazardous materials in his/her Dwelling. Small quantities of gasoline or solvents are allowed provided they are either in the original manufacturer's container or in a container approved by the Fire Department.
- 01.05 No Unit Owner shall permit any use of the Property which could increase the rate of insurance on, or result in the cancellation of insurance on the Property. (Declaration reference: Section 8.13)
- 01.06 No harmful or offensive activity shall occur in any Unit, or on the Common Elements, which may become an annoyance or nuisance to others, or interfere with the use of the Property by other Owners/Residents. (Declaration reference: Section 8.16)
- 01.07 All Owners and Residents are responsible for observing any posted rules which may be in addition to those contained in these Rules and Regulations.
- 01.08 Each Unit is for ordinary residential use only. No obvious business activity, whether for profit or otherwise, except as outlined in Section 8.4 of the Declaration, will be permitted. (Declaration reference: Section 7.4)

- 01.09 Only curtains, drapes, blinds and shades are to be used for permanent window coverings. Window coverings shall be kept in a good state of repair. Sheets, blankets, etc, are not permitted. (Declaration reference: Section 9.1.3)
- 01.10 No signs or other emblems or placards shall be placed on the exterior of a Dwelling, or other parts of a Unit visible from the exterior, except as authorized by the Board. **Exception:** See Rule 8.03. (Declaration reference: 9.1.4)
- 01.11 Any additions, changes or alterations to any part of the Common Elements, any part of the Unit which affects another Unit or the Common Elements, or which is visible from the exterior of the Unit, must be approved in writing by the Board of Directors or by the committee appointed by the Board of Directors to oversee such matters (i.e. Architectural or Landscape Committees). This includes Unit exterior doors and storm doors, light fixtures, windows, patios and decks, and landscaping features. (Declaration reference: Section 9.1.1 and 9.1.2)
- 01.12 After proper notification to an Owner or Resident, the Board or its designees shall have the right to enter any Unit during reasonable hours as may be necessary for the maintenance of the Property. (Proper notification would be phone contact ahead of time or written notice with sufficient time allowed.) The Board or its designees shall have the right to enter any Unit at any time in the event of an EMERGENCY. Such authorized persons shall leave written notice for the Owner/Resident of the Unit concerning the nature of the entry in the event of the absence of the Owner/Resident. (Declaration reference: 7.2.1)

02.00 NOISE

Residents are encouraged to report excessive noise problems that repeatedly occur to the Eden Prairie Police after talking to their neighbor. Doing so provides a more immediate response/remedy; repeat violators are subject to civil penalties; and it serves as corroboration of the problem. Residents shall exercise caution about making objectionable noise. Consideration must be given at all times to other Residents living beside you.

03.00 PETS (Declaration reference: Section 8.7)

03.01 Only the following pets are permitted without Board approval:

- a. Dogs – maximum of two (2)
- b. Cats – maximum of two (2)
- c. Fish
- d. Small Birds – maximum of three (3)

03.02 All pets must be maintained in accordance with all local government ordinances as to licensing that the city of Eden Prairie requires that both dogs and cats over six months age be licensed), vaccination, restraints and handling of pet waste.

03.03 The owner of any pet shall indemnify the Association and hold it harmless against and from any loss or liability of any kind whatsoever arising from having any pet on the property.

03.04 No pet shall be allowed out of its owner's Dwelling unless carried by its owner or on a leash not to exceed twelve feet in length. Unattended pets are not permitted outside of a Dwelling, tethered or untethered. Unattended pet tethers and leashes are not allowed.

03.05 Pet Owners walking their pets must have in their possession clean-up apparatus. Pet Owners must clean up after pets immediately

03.06 Dogs and cats must not be allowed to urinate on the shrubs. Owners are responsible for immediate cleanup and disposal of feces.

- 03.07 No pet shall be permitted to bark, howl, yowl or make other loud noises or create disturbances for such a time as disturbs other Residents' rest or the peaceful and quiet enjoyment of their Units or the Common Elements.
- 03.08 Any damage to any part of the Common Elements caused by a pet shall be the full responsibility of the Unit Owner to make restitution. Lawn damage, not repaired by June 1st, will be repaired by the Association at the expense of the responsible Unit Owner. (Declaration reference: Section 8.7.8)
- 03.09 No kennel, dog house or pet run is allowed outside of a Dwelling. (Declaration reference: Section 8.7.4)
- 03.10 The Board of Directors may, in its sole discretion, demand the permanent removal of any pet from the Property at the Unit Owner's expense, in addition to, or in lieu of, any fines which may be assessed. This action may be taken in regard to any unauthorized pet; or pet deemed to be dangerous to humans or other animals; or any pet that after two written warnings within the preceding 12 months, is found again to be in violation of any of the pet rules or government ordinances. (Declaration reference: Section 8.7)

04.00 DWELLING EXTERIORS, COMMON ELEMENTS

- 04.01 No resident shall litter or leave rubbish or debris on the Common Elements or use any Common Elements for the storage of personal property. No Resident shall alter or remove any item from the Common Elements without the written consent of the Association.
- 04.02 No radio or television antennae or satellite dish shall be installed anywhere on the Common Elements (see specific Common Element definitions for your Association, i.e. Condominium or Townhome) without written permission from the Board or the Architectural Committee appointed by the Board. Satellite antenna dishes or any antenna for receiving broadcast television signals may be installed on Dwellings subject to the following requirements:
 - a. All antennae or dishes must follow current Association standards as may be adopted from time to time.

- b. Maximum dish diameter is one meter (39.4 inches).
- c. The antenna and wiring must be a color that blends with the siding color.
- d. Exterior antenna wiring shall be installed so to be minimally visible, all penetrations of the building exterior must be properly waterproofed and sealed, and there can be only one entry point per antenna.
- e. Only one entry point per antennae is allowed.
- f. Professional installation is required. The antennas must be permanently grounded to prevent electrical and fire damage.
- g. An Owner may install no more than one antenna for each type of service.
- h. Maintenance of the antenna is the responsibility of the Owner.
- i. Owners who install or maintain antennas are responsible for all costs related to the antenna installation, maintenance or use; including repair of damage to property and medical expenses incurred by injured persons.
- j. If maintenance requires the temporary removal of antennas, the Association shall provide Owners with ten days written notice. Owners shall be responsible for removing antennas before maintenance begins and replacing antennas afterwards. Any removed antennas when replaced must comply with current installation guidelines. If they are not removed within the required time, the Association may then do so at the Owner's expense, and the Association will not be liable for damage to the antennas caused by Association removal.

04.03 Installation of a satellite dish in compliance with the above rules does not require Association approval, but 7 days notice must be given to the Association in advance of installation. If the proposed installation would not comply with the above rules, then prior approval must be obtained. The Association will respond within 14 days of receiving the request for approval. (Declaration reference: Section 9.5)

04.04 Unit doors and windows may not be altered in any way unless prior written approval from the Board of Directors has been given. This includes the application of films or coatings which darken, make reflective, or otherwise change the appearance of the windows as viewed from the outside. Window or wall air conditioners are not allowed. (Declaration reference: Section 9.1.3)

- 04.05 Any alterations to the roof or other Common Elements, including but not limited to; solar tubes, skylights, venting, etc. must have prior written approval by the Board.
- 04.06 Holiday decorations, other than for winter holidays, are allowed, but may remain for a maximum of two weeks prior to two weeks after. Winter holiday decorations are allowed from November 15th through January 31st. Winter or holiday decorations at the entrances will be placed and removed at the discretion of the Board of Directors or the Landscape Committee appointed by the Board.
- 04.07 Electric cords, phone lines or cable TV wires are not to be strung across Common Elements unless approved by the Board. Seasonal lighting and/or cords must be fastened appropriately to avoid trip hazards. Electrical cords across pedestrian or vehicle traffic ways must not be left unattended. Phone lines or cable wire may not be attached to the exterior of any building. Cable TV and phone wires may only enter the building through the rim joist at one entry point each and must be properly waterproofed and sealed.
- 04.08 No one shall harm or alter any of the landscaping features, including the grass, trees, shrubs, or flowers, except as authorized by the Board or the Landscape Committee appointed by the Board. (Declaration reference: Section 9)
- 04.09 Well-tended flower pots or boxes are permitted but must be removed prior to November 1.
- 04.10 Seasonal planting of flowers is permitted and encouraged. Flowers, either annual or perennial, may be planted in existing beds and do not require special permission. Plantings must be of similar nature to the existing.
- 04.11 Artificial flowers are prohibited anywhere outside of a Dwelling.
- 04.12 It is the responsibility of the Owner/Resident to maintain owner installed plantings. This shall include weeding and removal of all dead plant material, both during and at the end of the growing season. Abandoned plantings are subject to removal by the Association, with all restoration costs assessed against that Unit.
- 04.13 No additional building or structure of any kind, playground equipment, clothesline, etc., shall be placed, erected, kept or maintained on the Common Elements. (Declaration reference: Section 8.9)

- 04.14 When the Common Elements are used for recreation, it is the responsibility of the individuals involved to remove all recreational equipment daily. Basketball backboards are not allowed. Badminton and volleyball nets are allowed, but any holes resulting from the use of poles on the Common Elements must be immediately repaired when the poles are removed.
- 04.15 Tricycles, bicycles or skateboards are not to be ridden on the Common Elements or left unattended on the Common Elements. They are allowed on the paths and Private Streets when operated in a safe manner.
- 04.16 No clothing, linens, laundry, or similar kinds of articles shall be exposed to public view.
- 04.17 Ramps and rails for use with bicycles, rollerblades and skateboards are not permitted anywhere on the Driveways and the Common Elements including the Private Streets.
- 04.18 Operation of snowmobiles, go-carts and other motorized non-street-licensed vehicles are not permitted on the Property.
- 14.18 Driving or parking of any kind of vehicle is not permitted anywhere except on the Private Streets, driveways, and designated parking areas.
- 04.19 Nothing is to be attached to the vinyl siding or aluminum clad trim. (Holiday lights may be attached to wood trim or to gutters, using removable clips.)

05.00 PATIOS AND DECKS

- 05.01 Laundry, bedding, dust mops, and rugs are not to be hung from decks or windows. Clotheslines or clothes racks also are not permitted.
- 05.02 Only appropriate outdoor furniture and decorations, cooking grilles, and plants and flowers are allowed on the patios and decks, and Holiday Decorations as described in Rule 05.05. Bird feeders are allowed if maintained so that dropped seeds do not germinate in the lawn or landscape beds. Wind chimes are allowed so long as they do not cause annoyance to other Residents.
- 05.03 Plants and flowers are allowed. Plants must be placed in heavy containers to prevent their being upset by strong winds. Containers on top of, or attached to deck railings or privacy walls, should be securely fastened to avoid injury to persons or the structure. All plants and flowers must be alive and well-kept (dead material removed, free of weeds, etc.).
- 05.04 Holiday decorations, other than for winter holidays, are allowed to be placed on decks and patios, but may remain for two weeks prior to two weeks after. Winter holiday decorations are allowed to be illuminated from November 15th through January 31st, and must be removed by the last day of January
- 05.05 No exterior shades or awnings shall be used except as approved by the Board.

06.00 PRIVATE STREETS, DRIVEWAYS, PARKING SPACES AND GARAGES

- 06.01 No boats, snowmobiles, trailers, camping vehicles, buses, camper tops, "all-terrain" vehicles, tractor/trailers, or vehicles in excess of 9,000 pounds gross weight, shall be parked anywhere on the Property except inside a garage.
- 06.02 No Motor Vehicle in a non-operative condition, not in a good state of repair, or not legal for road use, shall be left standing anywhere on the Property, except in a garage.

06.00 PRIVATE STREETS, DRIVEWAYS, PARKING SPACES AND GARAGES
(revised 2.20.18)

- 06.01 No boats, snowmobiles, trailers, camping vehicles, buses, camper tops, “all-terrain” vehicles, tractor/trailers, or vehicles more than 9,000 pounds gross weight, shall be parked anywhere on the Property except inside a garage.
- 06.02 No Motor Vehicle in a non-operative condition, not in a good state of repair, or not legal for road use, shall be left standing anywhere on the Property, except in a garage. Driveways are not to be used for storage of Motor Vehicles. Any Motor Vehicle which has not been operated on the public streets within the previous fourteen (14) days is considered a stored Motor Vehicle and is prohibited.
- 06.03 Parking is allowed only in garages, on driveways, or on the streets.
- 06.04 Vehicles cannot be parked on private streets between the hours of 1:00 am and 6:00 am.
- 06.05 Vehicles in driveways are not to be covered by car covers, tarps, etc.
- 06.06 Residents are responsible for any illegally parked vehicles belonging to their guests or visitors.
- 06.07 Motorcycles must be parked in the driveway or street rather than on sidewalks or lawn areas. During warm weather, a block of wood or similar protection must be used under the kickstand to prevent damage to surfaces.
- 06.08 Snow Removal: The Private Streets, driveways, and guest parking spaces are cleared of snow after snow falls of more than 1 ½ inches. Normally a “pass through” of the private Streets is made first. This is followed by a “clean-up” later in the day. All vehicles must be cleared from the driveways to allow for snow removal.
- 06.09 Changing of oil and other maintenance work on vehicles shall take place only in the garages. However, minor emergency repairs such as changing tires or batteries, and the adding of oil, anti-freeze, or washer fluid are permitted in the driveways.
- 06.10 Petroleum products are harmful to driveway and road surfaces. Care must be taken to promptly clean up oil and gas spills. Vehicles must be kept in a good state of repair so that gas or oil leaks do not damage surfaces.
- 06.11 Garages cannot be used for storage or other purposes which would prevent the parking of Motor vehicles in the garage (Declaration reference 8.8)
- 06.12 Garage doors must be kept closed and secured when unattended.
- 06.13 Garage Sales may only be conducted when organized or approved by the Association.
- 06.14 Cooking grills must not be used inside garages. This not only creates a fire hazard but can cause a dangerous carbon dioxide buildup and is a violation of the fire code.
- 06.15 Upon written request by the Association, a Resident must provide the Association with the following information concerning the Motor Vehicle they park on the Property: make, model, year, color, and license number.
- 06.16 Strict compliance with regulatory signs posted by the Association and/or City is expected. Such signs include No Parking, designated Fire lane, Speed Limit, Guest parking, etc.
- 06.17 **The Board or its designees are authorized to order improperly parked vehicles towed from the Property at the vehicle owner’s expense and without warning. Where possible, 24 hour notice will be provided.**

07.00 GARBAGE AND TRASH

- 07.01 Garbage and recycling containers are to be stored inside the Dwelling. Containers should be placed outside for pickup no earlier than dusk the night before, and must be brought inside by no later than 10:00 p.m. the day of pickup.
- 07.02 All trash must fit within the Unit's trash container or be bagged. The cost for extra trash will be the expense of the Owner/Resident.
- 07.03 Items such as carpet, appliances, mattresses or furniture can be removed by arrangement with the Management Company. The cost for such disposal will be the expense of the Owner/Resident.
- 07.04 Boxes, heavy cardboard, etc. should be broken down or cut up before they are set out for recycling pickup.
- 07.05 Refuse containing toxic pollutants, such as vehicle batteries, tires, paint, oil or fluorescent bulbs cannot be disposed of in the garbage or recycling containers. It is the responsibility of the individual Resident to properly dispose of these items at a Hennepin County or other authorized hazardous waste facility.
- 07.06 To protect the environment and reduce operating costs, all Residents are encouraged to recycle. Recyclables (newspaper, cardboard, cans, glass and plastic bottles) should be bagged and deposited in the recycling container.

08.00 SALE AND LEASE OF UNITS

- 08.01 The Minnesota Common Interest Ownership Act requires that the seller provide the buyer with a Condominium Resale Disclosure Certificate. The statute gives the buyer a 5-day rescission period following receipt of the certificate. The certificate can be obtained from the Management Company for a fee, payable in advance.
- 08.02 To establish their membership privileges and voting rights in the Association, buyers must provide the Management Company with a copy of the document evidencing transfer of ownership rights.

- 08.03 No signs or other visible advertising attractions announcing the availability of the Unit for sale or lease will be permitted anywhere on the Common Elements. This restriction applies to signs or displays in Dwelling windows. All other signs pertaining to the sale of a Unit, such as signs used to advertise an "Open House", may only be placed on the Common Elements for the period of time that the "Open House" is being conducted.
- 08.04 Owners who elect to lease their Units are to notify the Management Company in writing within ten days of signing the lease. This notification is to include a copy of the lease.
- 08.05 Without prior written approval by the Board of Directors, no lease may be for a period of less than six months, and must be for an entire Unit, not just a portion thereof. Subletting is prohibited. (Declaration reference: Section 8.5)
- 08.06 Each Owner is required to provide the Management Company with the following information concerning the Residents of their Unit (whether owner-occupied or rented):
- a. Names of all Residents
 - b. Home and work telephone numbers (Resident can specify work number as emergency use only)
 - c. Name, address and telephone number of a person to contact in case of an emergency
- 08.07 Absentee owners must also provide:
- a. Owner's mailing address
 - b. Owner's home and work telephone numbers (Owner may designate work number as emergency only)
 - c. Name, address and telephone number of a person to contact in case of emergency

- 08.08 Every lease must provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, the Bylaws, and the Rules and Regulations, and that any failure by the Renter(s) to comply with the terms of these documents shall be a default under the lease. (Declaration reference: Section 8.5)
- 08.09 All rules, regulations and restrictions of the Association apply to all Residents; Renters as well as Owners. Owners are required to furnish a current copy of the Rules and Regulations to their Renters.
- 08.10 The Unit Owner is responsible for the actions of all Unit Residents, visitors and guests. This includes the payment of any fines assessed, and the repair costs of any damages caused to the Common Elements.

09.00 MOVE-INS AND MOVE-OUTS

- 09.01 Move-ins and move-outs are permitted only between the hours of 8:00 A.M. and 10:00 P.M.
- 09.02 The Owner is responsible for payment for damage to the Common Elements incurred during a move-in or move-out.
- 09.03 Moving vans or other vehicles used for moving in or out, must park only on asphalt areas without blocking the normal flow of traffic.
- 09.04 Only curtains, drapes, blinds and shades are to be used for permanent window coverings.

10.00 DELINQUENCY POLICY

- 10.01 The Annual Assessment for each Unit is payable in 12 monthly installments, due on the 1st day of each calendar month.

- 10.02 A statement shall be mailed to each Owner on or about the 26th of the month. In addition to other relevant information, the statement will disclose the previous account balance, all new charges, the payments received since the last billing, and the total amount which will be owed on the first of the next immediate month. Failure to receive a statement, however, does not relieve the Owner of the obligation to make timely payment.
- 10.03 A late fee of \$25.00 will be assessed on the 11th of each month against all Unit Owner accounts which were in delinquent status at the close of business on the 10th. The date received will be the date upon which payments will be credited to the respective Unit Owner accounts.
- 10.04 Payments received will be credited to an owner's account in the following sequence:
- 1) Late fees and fines
 - 2) Special assessments and other charges
 - 3) Annual assessments, applied to the oldest outstanding amounts first
- 10.05 If any installment of the annual assessment (late fees, special assessments, fines, etc.) becomes more than sixty (30) days past due, the Association may, upon ten (10) days written notice to the defaulting owner, declare the entire amount of Annual Assessment* immediately due and payable in full (Declaration, Section 6.4.7).
- 10.06 Any account that becomes delinquent by seventy-five (75) days or more will be referred for collection. All expenses relating to the collection of an account, including but not limited to attorney fees, will be charged to the delinquent Owner (Declaration Section 6.4.3).
- 10.07 There will be a \$30 charge for any NSF check received in payment of fees, fines or assessments.