

# Rules and Regulations

These are the Rules and Regulations governing Town and Country Village Homeowners Association, Inc. They apply to all residents, guests and licensees of Town and Country Village Homeowners Association, Inc. - Owners and non-owners alike. They are enforceable under our Declaration and Bylaws. The purpose of these Rules and Regulations is to ultimately provide all residents maximum enjoyment in living at Town and Country Village and to protect and enhance our property values.

**Town and Country Village is not an apartment complex where one pays the rent and someone does all the work for us. The assessment covers the basic cost of water/sewage, garbage pickup, and routine maintenance. It is an Association of individuals and a community of residents with a common interest. That common interest is to maintain the highest quality of living for all residents, and to protect and enhance our mutual investment. Damage by one resident to our common areas is a cost for all residents.**

Please refer to the Enforcement Section for Procedures, etc. for non-compliance of the following Rules and Regulations. [Article 11, Section 11.1, page 27 or Article 6, Section 6.2(b), page 15]










**Remember - to have a good neighbor, you must first be a good neighbor. Here are some facts you will need to know:**


1. **Office:** The Town and Country Village Homeowners Association, Inc. (hereinafter "Association"), mailing address: P.O. Box 1180, Parker CO 80134-1180, our physical address is 19731 E Pikes Peak Ct, Ste 102, Parker CO 80138 , Phone number is 303-805-2926, Fax number 303-805-9368, E-mail is towncountry.village@comcast.net and the Website is www.tchoa.net.
2. **Maintenance:** ✕ Maintenance of all Common Areas is provided by contract labor. Repairs inside of the unit are the responsibility of the Owner as well as the inside of the back fences, not that of the Association except those catastrophic damages covered under the Homeowners Association insurance policy. Window repair and replacement and landscaping on the lot are also the responsibility of the Owner. See the Association's Declarations for a more complete discussion of maintenance responsibilities. [**Section 8 - (Refer to maintenance chart)**]
3. **Declaration,** Articles of Incorporation (covenants), and Bylaws: The Association is governed by these documents, in addition to these Rules and Regulations. These three documents, as well as budgets and other Association-related documents are kept on file at the office of the Management Company and are available for your inspection during business hours. Copies of pertinent documents are available to Owners and their owners at a nominal charge.
4. **Annual Meeting:** The annual meeting of the Association is held in July each year on such a date as shall be determined by the Board of Directors. At such meetings, the Members (owners) will transact such business of the Association as may properly come before the meeting, including the election of members for the Board of Directors.

5. **Fiscal Year:** Town and Country Village Homeowners Association, Inc. operates on a fiscal year starting September 1 and ending August 31.
6. **Homeowners must apply to the Architectural Control Committee before any outside exterior changes are made.** This includes (all doors), the patio/porch area, storm doors, any painting and new landscaping. [Article 5, Section 5.1, pages 12-13, Resolution dated 06/17/04]



Your Board of Directors encourages all residents to become involved in and with Town and Country Village Homeowners Association, Inc., attend meetings and serve on the various committees that advise the Board. Information on these meetings and committees is available from the Board Members or the Management Company. Only through active resident participation can your Association be responsive to your needs and wishes. This will not only make Town and Country Village a sound investment but a pleasant and enjoyable place to live.

## I. DEFINITIONS:

- A. **Adult** -  Anyone 18 years of age or older.
- B. **Articles of Incorporation or Articles** - The Articles of Incorporation of the Association as amended, the provisions of which are applicable to this community.
- C. **Association** - Town and Country Village Homeowners Association, Inc. a Colorado non-profit corporation, its successors and assigns, the Declarations Articles and Bylaws of which shall govern the administration of this community, the members of which shall be all of the Owners, including Declarant.
- D. **Board of Directors** - The governing body of the Association.
- E. **Bylaws** - The Bylaws of the Association, the provisions of which are applicable to the community.
- F. **Committee(s)** -  A group of people officially delegated by the Board of Directors to perform a function and, for purposes of our Association, these may include, but are not limited to, Architectural Control, Pool, Recreation, Newsletter, Animal Control, Grounds, and Nominating. Committees can be formed at the discretion of the Board.
- G. **Common Areas** - All real property titled to the Association for the common use and enjoyment of the residents, including common parking areas, private streets, walkways, greenbelt areas, pool, fences and other recreational facilities, but not including the areas between the driveways and areas between private property fences and curbs. 
- H. **Common Parking Area** -    Unassigned parking including guest spaces.
- I. **Declaration** - The Declaration of Covenants, Conditions and Restrictions of Town and Country Village, together with all exhibits attached thereto, which document has been recorded with the Clerk and Recorder of Douglas County.
- J. **Guest** - Any agent, employee, tenant, guest, licensee or invitee of an owner.
- K. **Lot** - Any separate numbered lot or plot of land shown upon any recorded subdivision map of the Properties or any portion thereof, as the same may be amended from time to time, with the exception of the Common Area and any public streets, but together with all appurtenances and improvements now or hereafter thereon.
- L. **Management Company** - The entity employed by the Board to perform the management and operational functions of the community.
- M. **Owner** - A person, firm, corporation, partnership, association or other legal entity, or combination thereof, who is the record titled owner of one or more lots but excluding, however, any such person having an interest therein merely as a Mortgagee (unless such Mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).
- N. **Pets** -    Only domesticated dogs, cats, birds, hamsters, gerbils, etc. may be kept. Raising livestock such as, horses, goats, sheep, pot-bellied pigs, chickens, etc. is prohibited at Town and Country Village. Town of Parker and/or Douglas County Ordinances also apply. The maximum number of pets per household is three.
- O. **Recreational Facilities** - The swimming pool, pool area, pool-house, and any other such facility which is erected or installed on the common area for the residents of Town and Country Village.
- P. **Resident** - Any person whose usual place of residence is Town and Country Village.


Q. **Walkway** -  Outdoor ground level common area sidewalks.

## II. GENERAL RULES:

- A. **Board Enforcement:** These Declarations (Covenants), Rules and Regulations, the Articles of Incorporation and the Bylaws related to Town and Country Village may be enforced by the Board of Directors or its designated agent. Fines for infractions may be levied in accordance with provisions contained in these documents. [Article 5, Sect 5.11, page 14 or Article 6, Section 6.2(d), page 15]
- B. **Owner Responsibility:** Owners are responsible for infractions or damage caused by their tenants, pets, family members, or guests. [Article 4, Section 4.11, page 12]
- C. **Noise Control:** No one subject to these Rules shall make or permit loud noises or play musical instruments, radios, stereos, television, etc. in such a manner as to unreasonably disturb other residents of the community. Violations may be enforced pursuant to these Rules and Regulations, as well as by the appropriate governmental authorities. [Article 6, Section 6.13, page 18]
- D. **Signs**  No advertising or signs of any kind shall be erected, placed, permitted or maintained in the Common Area or on any lot unless approved by the Board of Directors. For Sale, For Rent and Open House signs are only allowed inside windows of residences. [Article 6, Section 6.17, page 19]
- E. **Personal Property in Common Area - Grounds** All roadways and walkways shall be kept clear of personal belongings for normal and emergency traffic. This shall include, but not be limited to: cars, furniture, wood, bicycles, barbecue pits, toys or other items of personal property. Personal property shall not be stored or left in the roadways, walkways or other places in the Common Area. [Article 6, Section 6.12, page 18]
- F. **Personal Property - Lots and Common Area:** Garments, rugs, clothing, bedding, newspapers, or other household items may not be hung from windows, balconies, fences, planters, or facades of the buildings. No clotheslines of any type shall be placed on the exterior of a unit nor shall any clothing, towels, bedding, etc. be hung from trees or fences. [Article 6, Section 6.6, page 16]
- G. **Fireworks/Firearms:**  No Fireworks or firearms may be set off, fired or discharged within Town and Country Village. [Per Town of Parker Ordinances, Article 6, Section 6.14 and Section 6.15, page 19]
- H. **Immoral Acts/Nuisances:** Any immoral, improper, offensive or unlawful act, as defined by local, state or federal laws, which may be reported to the appropriate governmental authorities, will be deemed an infraction of these rules. No nuisance shall be permitted on the Properties, nor any use, activity or practice which is the source of annoyance or embarrassment to, or which offends or disturbs, any residents of the properties, or which interferes with the peaceful enjoyment or possession and proper use of the Properties, or any portion thereof, by its residents. [Article 6, Section 6.10, page 17]
- I. **Flammable Materials:** No flammable, combustible or explosive fluids, chemicals, or substances shall be kept/stored on the property except for those required for normal household use. [Article 6, Section 6.15, page 19]
- J. **Firewood & Saws:** Firewood must be stored below fence level in backyards only. Firewood may be placed on front porches provided the wood is in an approved holder, it does not touch the building or the fence, it is aesthetically pleasing, is true firewood (i.e. logs, not pieces of scrap lumber, etc) and fits completely in the approved holder. Any additional firewood that does not fit completely within the approved holder must be stored in the enclosed patio area. Use of chain saws or hydraulic wood splitters on the property is forbidden. [Article 6, Section 6.15, page 19]

- K. **Common Area Courtesy:** No person will allow anything to be thrown or projected from or out of a residence, nor shall any person sweep or throw from any lot, dirt or other substances onto the common area or another person's lot. [Article 6, Section 6.10, page 19]
- L. **Snow Removal:** Owners are responsible for snow removal from their driveways, front steps/stoops and private porches. [Article 8, Section 8.2, pages 20-21]
- M. **Glass/Screens/Window Well Grates - Owner Responsibility:** Owners are responsible for repair and replacement of all glass, screens and basement window grates on their units. Windows are to be 1/2" insulated glass white frame included and can be obtained from most local glass outlets. The association does not maintain the exterior light fixtures that were originally installed by the developer (front and back) [Article 6, Section 6.6, page 16 and Article 8, Section 8.1(f), page 20].
- N. **Milk Boxes:** Milk boxes are allowed on front and back porches.
- O. **Barbecue Grills:** Barbecue grills are allowed on private patios that are enclosed by fences but are not allowed to be stored on front porches/stoops or driveways. Chimneas are allowed for decorative purposes only and may NOT be lighted. No open flames or pit burners are allowed. [Article 6, Section 6.14, page 19]
- P. **Patio Furniture:** Only free standing, well maintained patio furniture allowed on front porches or enclosed patios of the residences. Patio furniture is not restricted by the Declaration, but may be restricted by rule, like this.
- Q. **Private Lot Maintenance:** Areas between the driveways and outside fence lines are to be maintained and/or landscaped by the homeowner. Any landscaping or changes in these areas must be approved by the ACC. [Article 6, Section 6.6, page 16]
- R. **Lots To Be Maintained:** Private items must not extend above fence line. Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, toys etc or other items not pertaining to personal items shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot, the Common Area, or any street, except as necessary during the period of construction. [Article 6, Section 6.6, page 16]



### III. PETS:

- A. **Household Pets**  No livestock, poultry, potbelly pigs or animals other than household pets may be kept. Animals may not be kept for commercial purposes. The number of pets allowed is limited (3 pets per unit) by the Town of Parker and Douglas County Ordinances. (Article 6, Section 6.8(a), page 16)
- B. **Leash Law:** ☒ Pets on or in the Common Areas must be carried and/or be on a leash. [Article 6, Section 6.8(b) and Town of Parker City Ordinance]
- C. **Animals Leashed/Confined:** No animal may be leashed, tethered, attached or confined to any temporary or permanent object on or in any part of the Common Area nor tethered from inside the unit or from within any patio or fenced area to the common area. [Article 6, Section 6.2(b), page 15]
- D. **Excessive Barking/ Noise:** Dogs shall not be permitted to bark excessively. Dog owners please be aware that your dog's barking is probably annoying your neighbors. For this reason, as a courtesy, do not leave your dog outside at night or when you are not at home. [Article 6, Section 6.13, page 18]
- E. **Spoilage:** Pets must be curbed; the Owner/Occupant of the unit in which the pet resides must clean up any spoilage made by pets in the Common Area at the time of the incident. The standard fine procedure will apply to those not complying with this Regulation. Owners must carry in visible sight a pooper-scooper or other means of cleaning up after the pet. [Article 6, Sections 6.2(b) and 6.8, pages 15-17]
- F. **Owner's Responsibility:** The related unit Owner will be held responsible for any property damage, injury or disturbance, which a pet from his unit may cause or inflict. [Article 8, Section 8.4, page 21]
- G. **Unattended Animals** The Board or its authorized agent may, without liability, cause to be confined or turned over to an appropriate governmental entity, any unleashed or unattended animals. [Article 6, Section 6.10, page 17]


#### IV. POOL

- A. Pool rules will be published annually at the discretion of the Board and will be posted/available at the pool.

#### V. TRASH


- A. **Storage and Containers:** Plastic rubber garbage cans shall be clean and covered at all times. No trash may be placed outside until 7:00 p.m. the day before pickup. Trash may be placed in plastic bags of sufficient strength and securely closed. Use of paper sacks and metal cans for trash are not allowed. Trashcans must be removed from the Common Area within 24 hours of disposal. Trash receptacles must be kept within fenced areas or garage at all other times and must be labeled with homeowners address. [Article 6, Section 6.19, page 19]
- B. **Rubbish/Debris/Odor** No rubbish or debris, including but not limited to, lumber, wood, dirt, grass clippings, pet droppings, etc., of any kind will be placed or permitted to accumulate upon any lot or Common Area within the community and no odors will be permitted to arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. [Article 6, Section 6.13, page 18]
- C. **Large Item Trash:**   No large items including, but not limited to, furniture, mattresses, appliances, will be placed for trash pickup. Any item of this type will be the responsibility, including financial, of the Owner for removal from the premises. [Article 6, Section 6.19, page 19]
- D. **Hazardous Materials:** No hazardous materials including, but not limited to chemicals, automobile fluids and paint, will be placed for trash pickup. Any item of this type will be the responsibility, including financial, of the Owner for removal from the premises. [Article 6, Section 6.15, page 19]

#### VI. VEHICLES AND TRAFFIC POLICIES

- A. **Vehicle Storage:** No vehicle storage allowed (see the attached Vehicles information from the Declaration of Covenants). Any vehicle that is on the cement driveways, either with or without a garage and all designated residents marked or guest parking spaces can and will be towed per the Declarations of Covenants. If not towed please see amount posted. [Article 6, Section 6.11, page 17(a)]
- B. **Parking Requirements:** Permitted Vehicles, **other than those disallowed in Rule M below**, are allowed to park only in their owner's garages, driveways or assigned parking areas. Vehicles may park in the designated areas on Victorian Drive or Summerset Lane; this belongs to the Town Of Parker and is allowed. You are also allowed to parallel park behind your own driveway or in non-fire lane areas. [Article 6, Section 6.11(a), pages 17-18]
- C. **Parking Requirements - Snow & Fire:** No parking is permitted where indicated by "No Parking" signs, or yellow markings on the street and curbs. Anyone parking within ten (10) feet of a fire hydrant or in a designated fire lane is subject to immediate ticketing and/or towing. Additionally, anyone parking in a designated snow dump area during snow times may be ticketed and/or towed, or blocked by snow piles and financially responsible for removing the car from the designated area. *Any resident noting this violation should call the Parker Police Department.* [Article 6, Section 6.11(b), page 18]
- D. **Abandoned Vehicles:**  Except as herein above provided, no abandoned or inoperable vehicles of any kind may be stored or parked on the property. An "abandoned or inoperable vehicle" will be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer or which does not operate under its own propulsion, or does not have current registration tags on the license plates as required by the State of Colorado; or is not validly licensed. Abandoned or inoperable vehicles may be towed at the vehicle owner's expense. "Self contained motorized recreational vehicle" shall include vehicles with living and/or kitchen facilities. "Other Similar vehicles" shall include jet skis, snowmobiles, and all-terrain vehicles. The Board of Directors shall have full authority to determine, in its sole discretion, whether a vehicle has been abandoned or is inoperable. [Article 6, Section 6.11(c), page 18]


Vehicles permitted pursuant to Section I (A) of these Rules that are parked while an Owner is on vacation or is ill will not be considered an abandoned or inoperable vehicle. An Owner who will be on vacation for longer than two (2) weeks must notify the Association by contacting its management company of the date and duration of the vacation prior to leaving. An Owner who will not be moving a vehicle for more than two (2) weeks due to an illness must notify the Association by contacting its management company of such as soon as possible before the end of the two (2) week period.


A written notice describing the abandoned or inoperable vehicle shall be personally delivered to the vehicle owner (if the Association can reasonably determine the identity of the owner) or shall be placed in a conspicuous location on the vehicle. The notice shall state that the owner must remove the abandoned or inoperable vehicle from the Properties within 72 hours of the time the notice is delivered or posted. If the vehicle owner fails to remove the abandoned or inoperable vehicle within 72 hours, the Association may tow or otherwise remove the vehicle at the sole expense of the vehicle owner. The Association may also impose other fines as allowed by these Rules and Regulations and Colorado law.


- E. **Impeding Access:** No vehicle will be parked in such a manner as to impede or prevent ready access to any entrance or exit of a residence, including driveway(s). Offending vehicles may be immediately reported to the Management Company and may be immediately removed at the vehicle owner's expense. [Article 6, Section 6.12, page 18]
- F. **Driving or Parking:** Driving or parking on lawns is prohibited. (This includes cars, trucks, and non-motorized vehicles, i.e. bicycles, roller blades or skaters, skateboard ramps). Any damages done will be the Owner's responsibility and subject to a \$50.00 fine plus cost of repair. [Article 6, Section 6.12, page 18]
- G. **Traffic Signs**  Speed limit signs, stop signs; yield signs, and no parking signs may be erected at the Board's discretion in accordance with Rules of the appropriate governmental authority. [Article 6, Section 6.11, pages 17-18]
- H. **Vehicle Repair:** No repair to vehicles shall be made on the properties unless within the confines of a garage. No dumping or changing of oil, antifreeze or debris from motor vehicles is permitted. In addition to fines levied, a clean-up charge may also be charged to the Owner for the incident. [Article 6, Section 6.11(d) and Section 6.12, page 18]
- I. **Assigned Parking:** Any vehicle that is parked in another's assigned parking space, which has not been authorized by the Owner or his tenant, is subject to immediate ticketing and/or towing at the vehicle owner's expense
- J. **Extension of Parked Vehicles:** Vehicles cannot extend beyond the marked boundaries of each parking space and/or driveway, nor extend more than six (6) inches over the sidewalk and lawns. No vehicle shall obstruct pedestrians from walking along the sidewalks.
- K. **Parking at Corners:** No one may park close to a corner of a street so as to impair visibility of traffic. Anyone so parked may be ticketed and/or towed.
- L. **Closed Garage Doors/Fence Gates:** Garage doors/fence gates shall not remain open. This is for aesthetics of residents and protection of property as well as the safety of children.
- M. **Disallowed Vehicles:** Any kind of trailer (house, camping, boat, hauling), running gear, boat, or accessories thereto, , truck (larger than 3/4 ton), recreational vehicle, or other type of recreational vehicle or equipment, may be parked or stored on the property only if such parking or storage is done wholly within the enclosed garage, if any, or unless authorized in writing by the Board of Directors; located on a Lot, or within any area, which may, from time to time, be designated by the Association for the parking or storage of such vehicles, except that any such vehicle may be otherwise parked as a temporary expedience, not to exceed 24 hours for loading, delivery or emergency. This restriction, however, will not restrict commercial vehicles within the property, which are necessary for construction or for the maintenance of the Common Area, Lots, or any improvements located thereon. [Article 6, Section 6.11(b), page 18]

## VII. ARCHITECTURAL CONTROL COMMITTEE

*The Owner is responsible for maintenance of all items approved by Architectural Control. Further, the Owner is responsible for the cost to repair/replace those items should the location of the items interfere with the Association's maintenance obligation, i.e. underground pipes, unit painting.*

**Additions/Alterations:**  No alteration or addition, including but not limited to, fences, walls, canopies, awnings, sunscreens, external wiring, ornamental wall hangings, solar devices, exterior doors and windows, shall be commenced, erected, altered, moved removed or maintained upon the Project or any portion thereof, nor shall any exterior addition to, or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials location and approximate cost of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee appointed by the Board. Any item so installed without the advance written approval of the Architectural Control Committee is deemed to be in violation of these Rules and is subject to appropriate fines. [Article 5, Section 5.1, pages 12-13]

A. **Approvals**  Written request for approval must be submitted to the Architectural Control Committee and a waiver of responsibility must be signed prior to any alteration or addition. The homeowner will be held financially responsible to remove and replace the item should the Association repair/paint work be necessary, as authorized by the Board or its designated agent. [Article 5, Section 5.1, pages 12-13]

1) **Birdfeeders**  Seeded or suet birdfeeders are only allowed in private backyards and may not be attached to the unit or the fence. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.

2) **Flower Barrels/Wind Chimes:** Flower barrels, pots and window boxes (containing living plants) and wind chimes on private patios are allowed. Foliage and pots from flowerpots and barrels must be removed when dead: artificial plants or flowers are not allowed in or on the common areas.


3) **Flags & Flag holders:** Flag holders are allowed so long as placed on the trim of either the front or back door or the garage. Nail holes are not allowed in the siding. Any flags of a federal, state or civic nature are allowed. Decorative flags are allowed if the Architectural Control Committee approves designs and size.

4) **Motion Detector Security Lighting:** Motion detector security lights are permitted, provided they are installed in existing electrical outlets.

5) **Backyard Trees** For purposes of protecting roofs, flashing, and gutters, which are the responsibility of the Association to maintain, branches must not be allowed to grow closer than 10 feet from any building (remember...small trees grow into large trees very quickly...give them plenty of room to do so). Only trees that do not have extensive root systems (which may erode unit foundations) are allowed. ALL LANDSCAPING PLANS, TYPES, KINDS, PLACEMENT ETC. MUST HAVE PRIOR WRITTEN APPROVAL FROM ACC. The following trees varieties are allowed in backyards because they do not have extensive root systems. They are Ginnala Maple, Canadian Red Cherry, Newport Plum, Ash, Austin Pine, Pinion Pine and Upright Juniper. [Article 6, Section 6.6 and 6.7, page 16]

6) **Storm/Security Doors** Approved bronze, black or white storm doors are allowed. Approved bronze, black or white security doors are allowed. Doors must meet the written criteria of the Committee and be approved by the Committee in writing prior to installation. The Architectural Control Committee must approve the style of the door and a picture must be provided with the application. Any damage to the doorframe or other structure becomes the liability of the homeowner and a waiver of liability must be signed before installation. [Article 5, Section 5.1-, page 12]

B. **Unapproved Items:** the Architectural Control Committee has disapproved the following items:

1) **Motorcycle Storage:**  Motorcycle storage or parking is not allowed on front porches/patios of any residence. When parked on asphalt ,all motorcycles may not cause damage to the asphalt.

- 2) **Window Mount Air Conditioners:** Window mounted air conditioners are not allowed. Indoor air conditioners should not extend beyond screen.
- 3) **Personal Property in Common Area:** No personal property of any kind is allowed to be left in the Common Area. This includes the front or side of end units. [Article 6, Section 6.13, pages 18-19]
- 4) **Skateboard Ramps:** The construction of skateboard ramps or other related facilities is prohibited on Lots or driveways or common areas.
- 5) **Mail Box Kiosk Postings:** No postings of business advertisements over four (4) weeks and per advertiser per year. Business cards excluded. Only resident or owner postings allowed. All postings must be dated when put up.
- 6) **Moving Van or Cars:** No moving vans or cars may be parked or operated on the sidewalks.
- 7) **Scooters/Skateboards:** No electric/gasoline motor driven bikes, scooters or skateboards are allowed on Town & Country Village property.

## VIII. LEASED OR RENTED UNITS:

- A. **Lease Notification:** Homeowners must notify the management company when their unit is being leased, rented or occupied by anyone other than homeowner. The homeowner must send names & phone numbers of home, work & cell to the management company within 30 days of executing any agreement, verbal or written. All rented, leased or occupied units must be subject to the Declarations, Articles, Bylaws and Rules and Regulations. Failure to comply with this notification is subject to a fine of \$50.00 per month for each month the unit is rented, leased or occupied without notification to the Management Company. [Article 6, Section 6.5(c), page 16]
- B. **Leasing, Rental or Occupied:** Leases shall be for residential purposes only. [Article 6, Section 6.3, page 15]
- C. **Zoning:** There shall be no more people residing in the residence than are allowed by the zoning ordinances of the local governing authority regarding a single family dwelling.
- D. **Non-Owner Responsibility:** Any non-owner residing in any residence shall be subject to these Rules and Regulations in the same capacity, as would an Owner subject to all rights and liabilities contained herein. Any fines incurred by actions of non-owners shall be the liability of the Owner of the lot, and shall be added to and due with the next regularly scheduled Homeowners Association payment. Fines shall be added only after the Owner has been given notice and has had an opportunity for a hearing. [Article 6, Section 6.2, page 14-15]
- E. **Rules Distribution:** Owners are responsible for providing copies of Rules and Regulations and Covenants to their tenants at the execution of the lease. [Article 6, Section 6.5(c), page 16]

## IX. COLLECTION OF DELINQUENT ACCOUNTS

- A. **Assessment and Late Charges:** All monthly homeowners dues are due and payable on the first of each month. Any assessment not paid within ten (10) days after the due date shall be subject to a late charge of \$25.00 and interest at the rate of 1.5% per month (18% annually). The association has the authority to file a lien against a property and take other Legal action for collection of delinquency assessments. [Article 4, Section 4.9, pages 10-11]
- B. **Legal Fees:** The Owner of such lot is responsible for all legal fees incurred in collection of any sums due by him to the Association. [Article 4, Section 4.9(c), page 11]



