

PERSIMMON WOODS CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Pursuant to the Declaration and Bylaws of the Persimmon Woods Condominium Association, the Board of Directors has adopted the following Rules and Regulations to govern the use and enjoyment of Persimmon Woods Condominium ("Complex"). The "Complex" means all condominiums and common elements. The "Board" desire to ensure the highest possible standard of living experience within the complex. In order to accomplish this the "Board" requests the cooperation of all persons, i.e. owners, tenants, guests, residing or visiting the "complex" in observing the following rules and regulations.

1. Use. The complex shall be used only for residential purposes and services, activities and recreation in conjunction with such residential use.
2. Insurance. Nothing shall be done within the complex which might result in an increase in the premiums of insurance obtained for any portion of the complex or which might cause cancellation of such insurance.
3. Violation of the Law. Nothing shall be done within the complex which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.
4. Parking Control. Vehicles parked in violation of the rules are subject to towing without notice at owner's expense.
 - a) No commercial-type vehicles, except pickups and vans, shall be parked or stored within the complex. No recreational vehicles including motorcycles, motor homes, motor coaches, buses, camping trailers, snowmobiles, jet skis, or trailers of any kind shall be parked on the complex for periods of greater than 48 hours.
 - b) During the winter, vehicles must be moved every snowplow.
 - c) Parking in guest parking is limited to 72 consecutive hours maximum.
 - d) There shall be no parking of vehicles in such a manner as to impede or prevent ready access to emergency equipment service or entrance to someone else's parking space. Vehicles shall be parked only in designated areas for parking and not an any other common area.
 - e) Common driveways – Driveways and parking spaces are limited common elements belonging to and maintained by the association but intended for the specific use of the unit owner whose area they serve. Improperly parked vehicles blocking access or parked in one of the spaces belonging to an owner may be towed at any time.
 - f) No repairs to motor vehicles shall be performed on the complex except for incidental repairs.

5. Unauthorized Abandoned Vehicles. Unauthorized (i.e., those vehicles not complying with Paragraph 5) and abandoned vehicles will be towed at the owner's expenses. Vehicles with expired license plates, unattended flat tires, in a state of disrepair, or parked in the same spot for several weeks will be considered abandoned.

6. Domestic Animals.
 - (a) Tenants are not permitted pets of any kind.
 - (b) Pets are not permitted on common elements except under the supervision of the unit owner (member). Pet owners are responsible for property damage, injury, disturbance and clean up their pet may cause or inflict. Pets are to be kept on a leash at all times.

 - (c) Any person curbing any pet in any outside common area shall be responsible for cleaning up after the pet.

 - (d) No more than two domestic animals (cats or dogs) shall reside in any one townhouse.

 - (e) All hidden electric fences subject to board approval. Each request will be handled on an individual basis. The board has the final determination for the perimeter of the area. As with stakes, invisible fencing is to be used for occasional relief of dogs. Dogs are not to be left outside for extended hours. Use of invisible fencing is a privilege, not a right, and can be rescinded if a dog is subject to written complaints from neighbors. Menacing behavior or barking nuisance is not to be tolerated.

7. Common Areas.
 - (a) No occupant shall place on, or remove from the common areas any landscaping of any description without prior consent of the Board of Directors.

 - (b) Firewood must be purchased in cut and split form; there shall be no firewood cutting, chopping or splitting on the complex.

 - (c) No personal property of any kind (except vehicles) may be stored in the common elements.

 - (d) The Association assumes no liability for, nor shall be liable for, any loss or damage to articles left on any common area.

 - (e) Decks are considered limited common elements. Storage on decks is limited to gas grills, deck furniture (chairs, tables), gas heaters. No charcoal grills of any kind is allowed. Flower boxes are to be hung off the railing and not placed on the railings. Please respect your neighbors by keeping any noise levels to an acceptable level.

8. Damage of Common Elements. Each member is fully responsible for any damage to common elements caused, directly or indirectly, by himself, his guests or tenants. The cost of repairing such damage shall be billed to the involved

member and shall become an obligation the same as other Association assessments.

9. Maintenance of General Common Elements. Any person subject to these Rules and Regulations who observes a condition within the general common elements that requires Association maintenance should report that condition to the Association management office during office hours. Any condition that requires emergency attention should be reported immediately to the Association management office.
10. Access to Units. Each owner shall at all times provide the Association Manager with access to his unit if necessary. Any owner failing to abide by the provisions of this paragraph shall be liable for damage resulting directly or indirectly from the failure to provide access to the Association in an emergency or otherwise. In addition, if an owner fails to provide access as herein stated, the Association shall not be liable for any damage suffered by a unit in the event the Association deems it necessary in its sole discretion to enter a unit by force. It is not the responsibility of the Association Manager to provide access to members, guests or tenants who get locked out or for any reason do not have access.
11. Noise, Other Nuisances. Occupants shall respect the peace of their neighbors. No member, guest, or tenant may make any undue noise before 9:00 a.m. or after 9:00 p.m. daily. Undue noise shall be defined as any noise resulting in a complaint to management agent. No member, guest or tenant shall cause any other nuisance resulting in a complaint to managing agent.
12. Snowmobiles. There shall be no snowmobile usage on the grounds at any time.
13. Architectural Changes. No member, guest or tenant may make any changes to the exterior of any building or the common elements without first applying to and obtaining the written authorization of the Board of Directors. The only exceptions are the planting of flower boxes on units and decks.
14. Commercial Use. Commercial usage of any kind whatsoever is not permitted within any condominium unit or upon common elements. The project shall be used only for residential purposes and for services, activities and recreation in conjunction with such residential use.
15. Access/Fire Alarms. The Board of Directors and/or managing agent has the right to enter any unit in the event of any emergency regardless of occupancy by member, guest, tenant or unoccupied unit. Members are responsible for ensuring that their fire alarms are in working order.
16. Trash. The Association has provided a centrally located dumpster. All debris and garbage shall be placed in sealed plastic bags, all boxes must be broken down and disposed of in the dumpster provided. No trash shall be brought in from outside the complex. Organize your trash and use the recycle bins as directed.

17. Water Usage.

- (a) Homeowners and tenants shall obey all water restrictions sanctioned by the Eagle River Water & Sanitation District and Singletree Property Owners Association, including watering days and times.
 - (b) Car washing will be allowed only during watering days and times. Bucket washing is the preferred method.
 - (c) A nozzle must be used on all hoses.
18. Enforcement/Leases/Managing Agent. Enforcement of these Rules and Regulations is delegated to the managing agent. In the first instance of any infraction of these rules, the managing agent shall serve written notice to the involved members(s), guest or tenant accompanied by a bill for expenses, if any. The second instance of infraction of the same rule will result in a fine of \$100 per month, per violation for the first three months and increase to \$250 per month, per violation for each month the violation remains uncorrected.

The management shall have no obligation to inform members, guests or tenants of these rules. Members are responsible for informing their guests of these Rules and Regulations and must include a copy of said Rules and Regulations as part of any lease.