

LIBERTY SQUARE CONDOMINIUM ASSOCIATION, INC.

**RULES AND REGULATIONS**

**Revised January 2020**

**WHEREAS**, Article IV, Section 4.3.2., of the Bylaws of Liberty Square Condominium Association, Inc. provides in part: "The Board of Directors shall be empowered and shall have the following duties: to establish, make and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use and occupancy of this Condominium Project with the right to amend same from time to time."

**WHEREAS**, The Colorado Common Interest Ownership Act (CRS S38-33.3- 101 et seq.) provides in part: "...the Association, without specific authorization in the declaration, may: Regulate the use, maintenance, repair, replacement and modification of Common elements...Exercise any other powers necessary and proper for the governance and operation of the association."

**WHEREAS**, for the health, safety, and welfare of all residents and the protections and preservations of the common properties and for the necessary and proper governance and operation of Liberty Square Condominium Association, Inc. the Board of Directors wished to establish reasonable rules and regulations and policies.

**NOW THEREFORE BE IT RESOLVED THAT** the following policies, rules and regulations be restated and adopted by the Board of Directors for Liberty Square Condominium Association, Inc. and where in conflict with any previously adopted rules, these rules shall prevail:

**I. General Provisions**

- 1.1 The use of the Association's Property is available to all members in good standing, their family members, tenants and guests, subject to the terms and conditions of the Declarations of Covenants, Conditions and Restrictions of Liberty Square Condominium Association, Inc. (herein after referred to as "The Declaration").
- 1.2 No illegal activity may be conducted upon or within any part of the Association's Property.

**II. Condominium Association Management**

- 2.1 The Board of Directors may hire the services of a management firm and an on-site manager to handle the day- to-day enforcement of the Rules and Regulations, Declarations and By-Laws. The management firm, the on- site manager, or person or persons delegated by the Board are authorized to take those actions necessary to ensure the compliance of all residents with the standards of the complex.

**III. Leasing of Condominium Units**

- 3.1 Owners are responsible for providing their tenants with a copy of these rules and regulations upon signing a lease. All owners leasing their units are to provide the management firm with current resident contact info within thirty (30) days. Any damage done to the Association's Property caused by an owner, resident, their agent or visitors will be repaired by the Association at the expense of the owner and occupant.

**IV. Automobiles and Parking**

**4.1 General Restrictions**

- 4.1(a) A speed limit of five (10) miles per hour will be enforced on Liberty Square property at all times.
- 4.1(b) A maximum of two (2) vehicles per unit are allowed to be parked on the property. excess vehicles must be parked off of the property.

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- 4.1(c) Vehicles parked in fire lanes or any other unapproved parking locations (in front of dumpsters, on the grass, on the sidewalks, etc...) will be towed at the vehicle owner's expense.
- 4.1(d) Vehicles must be operable and currently licensed at all times.
- 4.1(e) No washing of vehicles will be permitted within the complex.
- 4.1(f) All parking spaces must be kept clean of oil drippings.
- 4.1(g) No boats, recreational trailers, commercial vehicles, utility trailers and the like are permitted to be parked on the property. Any such vehicle will be tagged or towed immediately.
- 4.1(h) Liberty Square Homeowners Association and its agents are not responsible for the safety of any vehicles on the complex or any damage done to any vehicle on the complex.
- 4.1(i) Standard Violations will receive notice and be towed at the vehicle owner's expense. Blatant violations will be towed immediately with no notification at the vehicle owner's expense.
- 4.1(j) No mechanical work will be permitted within the complex. Any vehicles being worked on may be towed immediately without notice at the vehicle owner's expense.
- 4.1(k) No loitering in parked cars is allowed at any time.
- 4.1(l) No overnight camping/sleeping in vehicles is permitted on the premises

**4.2 Reserved Parking Restrictions**

- 4.2(a) Each unit is designated one parking space, and all residents shall be required to park in their assigned parking space and avoid using visitors parking.
- 4.2(b) Inoperable, junk or abandoned vehicles parked in reserved parking will be tagged and if not removed from the complex will be towed at the vehicle owner's expense.
- 4.2(c) An unauthorized vehicle, parked in a reserved parking space will be towed immediately at the vehicle owner's expense. Residents shall have the right to request a towing company to tow anyone who is parked in their designated parking spot. If an unauthorized vehicle is parked in your reserved space, please immediately call the Association's designated towing company which can be found out by contacting the Association's management company, or will be listed on the clubhouse bulletin board or signs at the entryways to Liberty Square. Residents shall be required to provide proof to a towing company that they reside in the unit they are requesting a tow.

**4.3 Visitor Parking Restrictions**

- 4.3(a) Inoperable, junk or stored vehicles parked in visitor parking will be tagged immediately and, if not removed, towed from the complex at the vehicle owner's expense.
- 4.3(b) No vehicles may be stored (stored is defined as a vehicle not moving in seventy-two (72) hours) in visitor parking at any time.
- 4.3(c) Visitor parking is used on a first come, first served basis and may not be occupied by the same vehicle for more than seventy-two (72) hours. If a situation requires a vehicle to be parked in visitor parking for more than the allotted seventy-two (72) hours, manager approval must be obtained in writing.

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4.4(d) No Vehicles may be parked in Visitor Spaces adjacent to the Dumpsters that are Marked as Designated Snow Removal Dumping Areas before, during and after Snowstorms. Violators may be towed immediately at Vehicle Owner's Expense

**V. Antennas and Satellite Dishes**

- 5.1 No wires, aerials, antennas, or satellite dishes shall be installed on the exterior of any building or fixed to the ground without submitting the Architectural Improvement Request Form to management, and receive prior written approval from the Board of Directors.
- 5.2 Satellite dishes may be mounted on the deck areas, providing they are a meter or less in diameter, are not attached to the building and do not extend beyond the deck.
- 5.3 Extensions, in which satellite dishes are attached, shall be painted by and at the owner's expense with the community's approved colors.
- 5.4 Any damage done to the exterior as a result of satellite dish installation or removal must be repaired by the owner at the owner's expense. If not one so in a timely manner, the Association reserves the right to have the repairs completed and bill the owner.

**VI. Bulletin Board**

- 6.1 Located next to the clubhouse entry door is the community bulletin board. At this location, you will find a posting of the Liberty Square Condominium Association, Inc. Rules and Regulations, manager's office hour and contact number, a list of the Board of Directors and a member's posting section. Owners and residents in good standing are permitted to submit to the manager, on a 3 x 5 card, items for sale, units for rent or sale. Postings will be listed on a first come, first served basis and must be on a 3 x 5 card. The postings will be listed for thirty (30) days at a time. Expired listings will not be returned to the owner.
- 6.2 The Association shall assume no liability for any postings on the bulletin board or for their removal.

**VII. Common Grounds**

- 7.1 No changes may be made to the exterior appearance without submitting the Architectural Improvement Request Form to management, and receive prior written approval from the Board of Directors.
- 7.2 Nothing shall be hung or placed on any common element, including but not limited to decks and porches, which is or can be considered unsightly or annoying.
- 7.3 No climbing on the decks, clubhouse, fences or gazebo (including the tables and benches).
- 7.4 Keep Association's Property clean of all litter and debris at all times. This includes the laundry room, pool, gazebo, parking lots, landings, halls and stairs.
- 7.5 Items in landscaped areas (i.e. stones, bark mulch etc.) me not to be removed from their place without approval from the board or management. Plants on Association's Property are not to be disturbed.
- 7.6 Parents and/or guardians are responsible for supervising minors in their care on the Association's Property. Failure to do so may result in fines and the obligation to pay for any resulting damage to the property.
- 7.7 Thefts and vandalism of any kind on the Association's Property, including porches, the clubhouse, laundry room or pool, will be prosecuted to the full extent of the law.
- 7.8 Liberty Square Homeowners Association and its agents are not responsible for personal items lost or stolen in common areas

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**VIII. Clubhouse**

- 8.1 The clubhouse is available for use by any owner of record who is current in the Association fees payment.
- 8.2 An inspection charge of \$50.00 and a deposit of \$200.00 for each use are required. The \$200.00 deposit will be returned to the user after the event, providing that the clubhouse is left undamaged, clean and neat. Any damages to the clubhouse or cleaning required because of misuse will be deducted from the deposit prior to its return.
- 8.3 No smoking or illegal activities are allowed in the clubhouse at any time.
- 8.4 For reservations on a first come, first served basis, contact Association Management.

**IX. Decks**

- 9.1 Decks must be maintained in neat, orderly, safe and sanitary conditions at all times and are not to be used as storage areas.
- 9.2 No line or rope may be installed.
- 9.3 Bicycles are permitted on the decks.
- 9.4 Awnings, shades, curtains or drapes may not be installed on the decks.
- 9.5 No charcoal grills may be used on any deck, stairway or landing at any time. Such grills may be used in the gazebo area.
- 9.6 One reasonably sized American flag in good condition may be flown, but due to fire safety and insurance reasons, must be mounted on a pole.
- 9.7 Bird Feeders and wind chimes are not permitted on or hanging from decks
- 9.8 Painting of Decks is not permitted without submitting the Architectural Improvement Request Form to management, & receive prior written approval from the Board of Directors.

**X. Entry, Storm and Storage Doors**

- 10.1 The owner of record is responsible for the care, maintenance, repair and replacement of their entry, screen and storage unit doors. When it becomes necessary to install or replace one or more of these doors, the approved replacement item listed below is required to be installed per the manufacturer's specifications. The owner is also responsible for painting the existing or replaced door with the approved color.

<b>FRONT DOOR</b>	<b>36 x 80 Steel Flush Doors</b>
<b>STORM DOOR</b>	<b>Model HD200TT Exterior Door 1 ¾ Plank</b>
<b>STORAGE DOOR</b>	<b>30 x 80 Steel Flush Door</b>

**(All available for purchase and install from Home Depot)**

- 10.2 **The approved Association door color is "Magnet". Behr Color Code is MQ2-61. The product is Liquid Vinyl, Code 6361621. This is a Behr Paint available at Sherwin Williams**
- 10.3 Any substitution from the above items, to include color or style, must be requested by submitting the Architectural Improvement Request Form to management, and receive prior written approval from the Board of Directors. For additional information, contact the Manager.

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**XI. Landings, Halls and Stairwells**

- 11.1 Landings, hallways and stairwells are for the purpose of ingress and egress and are not to be used as storage areas for trash or any other items (including bicycles, toys, motorcycles, baby carriages or other personal items). Such use is considered a fire and safety hazard.
- 11.2 Garden level units may use grill type barbecues in the gazebo area only, not in their stairwells.
- 11.3 No loitering or smoking is allowed in the stairwells at any time.
- 11.4 Residents shall maintain the landings in front of their unit doors in a neat and clean condition.

**XII. Laundry Room**

- 12.1 The Association is not liable for any loss or damage of clothes or any injuries occurring in the laundry room.
- 12.2 The laundry room will be kept locked. The laundry room windows will be kept closed and locked upon departure of the user. Residents are responsible for their own keys. The owner of record or tenant may purchase replacement keys from the manager during posted office hours. Keys are not to be given to 3<sup>rd</sup> parties.
- 12.3 Residents may wash and dry usual personal and household articles only.
- 12.4 Cleaning with flammable materials or dyeing of clothes in washing machines is not permitted.
- 12.5 All laundry must be removed from machines promptly, so others may use them and to prevent theft.
- 12.6 Please clean the lint trap after each use and help keep the laundry room clean for all residents.
- 12.7 Problems with the laundry machines should be reported to the owners of the machines as posted in the laundry room with their contact information. The laundry machines are not the property of Liberty Square, and Liberty Square therefore accepts no responsibility for them.
- 12.8 Due to insurance and safety concerns, children under the age of sixteen (16) must be accompanied by an adult at all times when in the laundry room.
- 12.9 No pets are allowed in the laundry room at any time.
- 12.10 Theft and vandalism of any kind to the laundry room will be prosecuted to the full extent of the law.
- 12.11 Use of Laundry Room is a Privilege, and is not a right. Liberty Square Homeowners Association or Management Reserves the Right to Close or Restrict Access to the laundry room. Examples could include vandalism, abuse / wrongful use of machines, trash or unreasonable resident untidiness.

**XIII. Noise**

- 13.1 No loud parties or music are allowed at any time on the complex.
- 13.2 Televisions, stereos and other sounds are to be confined to the unit wherein they are generated, and whereas, they are not to annoy or interfere with any resident's peace and quiet.

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**XIV. Light Fixtures**

14.1 All outside lighting fixtures must have a standard cover/globe installed at all times with a white bulb. No colored bulb is permitted at any time.

**XV. Maintenance Problems**

**15.1 Heating Problems**

15.1(a) If during winter months your heating system is not working properly, please follow these steps:

1. Ensure the thermostat is on and feel the baseboards for warmth.
2. If still no heat, contact your neighbor or the Manager to see if others in your building have reported a heating problem.
3. If no other units have a heating problem, have the thermostat and zone regulator checked for proper operation by your plumbing/heating professional.
4. If the problem persists, contact the Manager to have the boiler system checked by Liberty Square's heating contractor. No other contractor will be allowed access to the boiler system.
5. It is the financial responsibility of the unit owner to pay for service calls and repairs within the unit.

**15.2 Water Problems**

**15.2(a) If you are not receiving hot or cold running water, or if you have a temperature regulation problem from all faucets within your unit, please follow these steps:**

1. Check ALL faucets for hot or cold running water, or a temperature problem.
2. If the problem is isolated to only one faucet, have that faucet checked or repaired for proper operation by your plumbing professional. (See "Water Shut off Request" section for procedures.)
3. If you have no water, no hot water, or have a hot water regulation problem with ALL faucets, call the Manager to report the details of the problem.
4. It is the financial responsibility of the unit owner to pay for service calls and plumbing repairs done within the unit.
5. The Association is not liable for any damage done to personal property (i.e. carpet, furniture, etc....) as a result of sewer backup, water damage, roof leaks, etc...

**15.2(b) Water Shut-off Request**

1. To have a building's water shut off for routine maintenance, a request must be made to management forty-eight (48) hours in advance
2. After the request is made and approved, owner requesting maintenance will notify residents of that building of the date and time the water will be shut off via a posted notice in each stairwell of the affected building at least 24 hours in advance.
3. Management is only permitted to give out Boiler Room Codes to a licensed & insured plumber. Management reserves the right to ask for specific information on plumber's license and insurance information before giving out codes.
4. In the event of an emergency, the management will try to notify all residents of the water shut off. This is not always possible and the Manager is authorized to turn off the water without notice.

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**15.2(c) Water/Sewer Leaks, Damage and Repairs to Units**

1. The unit owner and/or tenant is responsible for the maintenance and repair of the interior walls and ceilings of the unit. The affected unit owner has the responsibility to inspect and investigate the source of any leak affecting the unit at his own instigation and initial cost. The Association through its Board and management will not be obligated to take action unless and until it is established, to the satisfaction of the Board, that the leak originates through a common water or sewer drain line, or through an exterior building element other than a unit window or door, or their framing.
2. The Association and its management should be notified when an owner or tenant notices a leak or any damage inside their unit. In such cases, the manager and board are authorized to share available contact information for neighboring units, to include names, addresses (physical and e-mail) and telephone numbers of unit owners and residents, upon request of an affected owner, property manager or tenant.
3. Owners/tenants of affected units are responsible to make all initial inquiries to occupants of neighboring units as to the possible source of a leak. Unit owners and occupants shall cooperate in every way with such an enquiry. Owners and/or tenants shall make prompt repairs to damaged lines which serve their units only.
4. In cases of property damage caused by water or drain leaks from lines which serve a single unit only, the owners of the respective units shall arrange to make settlements of damages between themselves, and the board and management shall not be obligated to take any actions in those cases.

**XVI. Notices and Fines**

**16.1** Management or the Manager, Board of Directors and/or its agents are charged with the responsibility of enforcing the terms of the Condominium Declarations, By-Laws and Rules and regulations. Any owner of record who fails to meet the terms of the published policies is subject to the following notices, fines, and/or the removal of the said property. For further clarification please see Liberty Square Condominium's Enforcement Policy.

**16.2 (a) General Covenant Violations Enforcement Guidelines**

1. For the first offense of a general covenant violation of the stated policy, a violation notice letter will be mailed to the unit owner of record. No Management Administration fine will be assessed on the 1<sup>st</sup> violation letter.
2. Ten (10) days later, if the violation has not been corrected, a written notice will be mailed to the owner for a "certified hearing" at the next stated Board Meeting, at which time a possible 50.00 fine will be added to their account at the next billing period. In addition to the \$50 fine, a Management Administration fee will be charged to the owner. If owner does not appear, both the \$50.00 fine, and Management Administration Fee will automatically be charged.
3. Thereafter, the fine for the offense for the same policy will double every thirty (30) days until the violation is corrected. (i.e. \$50.00, \$100.00, \$200.00, etc...). Additionally, a Management Administration Fee will be charged for each instance of a letter going out after the 1<sup>st</sup> violation letter.
4. Failure to pay fines and/or fees could result in a lien & possible foreclosure on the violating unit.

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**16.2 (b) Special Circumstance Expedited Covenant Violations Enforcement Guidelines**

1. Without sending initial warning letter, a written violation notice letter will be mailed and immediately proceed to notice of violation and opportunity for a hearing.
2. This written notice will be mailed to the owner requesting a "certified hearing" at the next stated Board Meeting, at which time a possible \$50.00 fine and a Management Administration Fee will be added to their account at the next billing period. If the next Board Meeting is less than Ten (10) days from sending of the notice, then the "certified hearing" will be called for following Board Meeting. If owner does not appear, a \$50.00 fine and a Management Administration Fee could automatically be charged.
3. Thereafter, the fine for the offense for the same policy will double every thirty (30) days until the violation is corrected. (i.e. \$50.00, \$100.00, \$200.00, etc...). Additionally, a Management Administration Fee will be charged for each instance of a letter going out.
4. Failure to pay fines and fees could result in a lien & possible foreclosure on the violating unit.
5. Examples that may warrant Special Circumstance Expedited Covenant Violations include but are not limited to: complaints relating to pet policy under Association's Rules & Regulations; noise complaints; leaving furniture/beds outside of dumpsters & any violations of the Rules and Regulations regarding use of dumpsters; leaving personal items/trash/debris in the property's stairwells; any perceived/suspicious illegal activity; modifications to decks or common elements; use of charcoal grills; performing repairs on cars; oil stains caused by resident's vehicles

**16.3 Habitual Offenders and Continuing Violations**

1. A member who accumulates more than (3) violations within a twelve (12) month period will be deemed to be a habitual offender. For habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, the Hearing Committee/Board may impose such additional fines as are deemed reasonable by the Hearing Committee/Board without regard to the schedule set forth above.

**16.4 Willful and Wanton Violations**

1. If the Board believes that the violation may constitute a willful, wanton or flagrant disregard for the provisions of the Declaration, or based on the severity of the violation, the Board may notify the owner in the notice of the violation that additional fines may be imposed by the Hearing Committee/Board. If the Hearing Committee/Board determines that there has been a willful, wanton or flagrant disregard for the provisions of the Documents, or based on the severity of the violation, the Hearing Committee/Board may impose such additional fines at the hearing as are deemed reasonable by the Hearing Committee/Board without regard to the schedule set forth above.



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**16.5 Late and Non-Payment of Association Fees**

1. HOA fees and utility dues are to be received by the fifteenth (15) of each calendar month.
2. If not paid by the fifteenth (15) of each calendar month, a late fee of \$20.00 is charged to the account and a written notice is mailed to the owner of record.
3. Accounts more than thirty (30) days delinquent will be reviewed by the Board of Directors and turned over to the attorney for collections, liens and/or judgment. Legal fees associated with the collections of monies due will be charged to the homeowner in default.
4. The notices and fines listed in these Rules and Regulations are intended to be a guide and are not listed in their entirety; please refer to the Condominium Declarations, By-Laws, and written Association Collection Policy for more information.
5. Any owner or resident leaving debris in the common area will be charged a cleanup fee of up to \$200.

**XVII. Owner Contact Information**

- 17.1 The owner of record shall keep Liberty Square Management informed of their current mailing address and telephone number. Additionally, the Association would request that the owners provide, if available, an email address and cellular phone number.
- 17.2 The owner of record shall keep Liberty Square informed of contact information for any residents/tenants residing in their unit. This information is only to be used by Liberty Square Management for informing residents/tenants of Emergency Situations and if Maintenance is to be performed which may affect them or their unit.

**XVIII. Pets**

- 18.1 Dogs, cats, birds and fish only are allowed, subject to all other provisions of the rules and regulations.
- 18.2 Dogs weighing over 35 pounds are not allowed on the complex. Aggressive or dangerous dogs are not permitted without regard to weight.
- 18.3 Owners of pets are to adhere to any and all local ordinances pertaining to pet ownership, including leash and licensing requirements.
- 18.4 Pets are to have regular healthcare including inoculations, as recommended by a veterinary professional and must wear an identification tag.
- 18.5 Dog waste areas are located next to each trash dumpster. Dogs are not to be allowed to relieve themselves on any other part of the complex grounds. Dog owners must remove dog waste immediately and dispose it into a trash dumpster. Failure to use the designated waste areas will subject the owner or responsible party to a \$50.00 fine.
- 18.6 Pets are not to be walked on the Liberty Square complex grounds. Dogs are to be walked directly to either the nearest designated dog waste area or directly off of the complex, and afterwards directly back to the unit.
- 18.7 Dogs must be on a leash while on the property. No pets are permitted to run loose on the property.
- 18.8 Pets are not permitted on any decks or tied to any buildings or structures.

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18.9 Owners of pets are not to leave their pets unattended for any unreasonable period of time. Owners also agree to keep pets from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others.

18.10 Liberty Square and/or its agents shall be held harmless from any claim by reason of the said pet being on the premises. Owners are responsible for the actions of their pets at all times.

**XIX. Pool**

19.1 The pool hours are Sunday through Saturday 10:00 AM to 10:00PM.

19.2 Please be aware that there is NO LIFEGUARD ON DUTY at the pool and users assume all risks.

19.3 Due to insurance and safety concerns, all children fourteen (14) years of age and younger must be accompanied and supervised by an adult when within the pool area.

19.4 No glass containers in the pool area at any time.

19.5 No cooking or barbecuing in the pool area. Please use the gazebo and picnic area provided outside the clubhouse. No food of any kind is allowed in the pool area.

19.6 No pets are allowed in the pool area at any time.

19.7 No throwing rocks or any other objects into the pool or pool area

19.8 Please follow the rules in the pool area at all times.

19.9 The pool will be kept locked. Residents are responsible for their own keys. The owner of record or tenant authorized by owner may purchase replacement keys from the manager during posted office hours.

**XX. Roof Access**

20.1 There will be no access to the roof except in the case of an emergency.

**XXI. Signs and Advertising**

21.1 No signs or placards shall be posted in or about the complex. However, for the purpose of leasing or selling a unit, one sign measuring no larger than 18" x 18", may be displayed through the balcony slider or bedroom window. No sign or placards may be displayed or attached to the deck railing, landings or entry doors for any purpose.

**XXII. Sports Activities**

22.1 No sports activities (i.e. football, baseball, etc...) are allowed within the complex. Motorcycles, Bicycles, skateboards and roller skates are not to be ridden, parked, left or stored on the sidewalks in the complex grounds, nor are they to be left or stored anywhere other than allowed parking on any part of the common area.

**XXIII. Trash Dumpster**

23.1 All household garbage, rubbish and waste must be disposed of at reasonable and regular intervals. All household trash is to be placed inside the dumpster.

23.2 Large items are not to be left outside dumpster and are to be broken down before placing them in the dumpster. Any debris caused by breaking down large items around dumpsters must be swept or removed.

23.3 Absolutely no dumping of furniture, bedding, appliances, or hazardous waste (i.e. oil) in or around the dumpster. Violators will be fined \$500.00 plus legal fees.

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**XXIV. Windows and Window Screens**

- 24.1 All window hangings, regardless of the interior color, must have a white backing so only white is visible from the exterior of the complex buildings.
- 24.2 Foil, colored towels and sheets are not permitted.
- 24.3 All drapes, blinds and window screens must be maintained and fully intact.
- 24.4 No bottles, food or other items may be stored or displayed on window sills or ledges.
- 24.5 Awnings, draw shades, curtains and drapes shall not be installed on exterior of windows.
- 24.6 The owner of record is responsible for the care, maintenance and repair of all windows, slider-door and screens associated with their unit.
- 24.7 No changes may be made to the exterior appearance (color, style, etc.) of window(s) without submitting the Architectural Improvement Request Form to management, and receive prior written approval from the Board of Directors.
- 24.8 Air conditioning units are permitted in any window provided that they are properly installed with plexi-glass covering any openings. The individual owner accepts all liability for any installed air conditioning unit.

**XXV. Miscellaneous**

- 25.1 The Association does not provide any security or safety services. Therefore all persons using any part of the Complex must assume all risks for their own security and safety. No claims may be asserted against the Association except for gross negligence or wanton and willful misconduct.

**IN WITNESS WHEREOF**, the undersigned has executed this Resolution of Directors this \_\_\_\_ day of \_\_\_\_\_, **2020**.

\_\_\_\_\_

Eric Grow, President

\_\_\_\_\_

Rashae Finck, Secretary