

RULES AND REGULATIONS

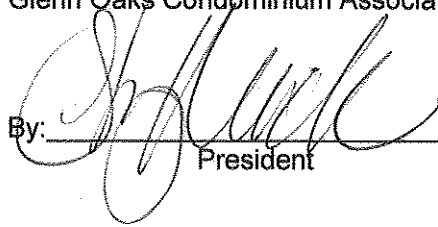
of

THE GLENN OAKS CONDOMINIUM ASSOCIATION, INC. A Colorado common interest ownership community

This is a true and correct copy of the Rules and Regulations adopted by the Board of Directors for Glenn Oaks Condominium Association, Inc. on this 22 day of JANUARY 2013.


Glenn Oaks Condominium Association, Inc.

By: _____



President

Attest: _____



Corporate Secretary

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VI. MODIFICATION OF RULES AND REGULATIONS

RESOLUTION
of
THE BOARD OF DIRECTORS
for
THE GLENN OAKS CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Board of Directors for The Glenn Oaks Condominium Association, Inc. ("Association"), is empowered with the authority to adopt rules and regulations in support of the Associations' duties, and

WHEREAS, the Board has previously reviewed the Association's organizational documents, and

WHEREAS, the Board has consulted with its attorneys, property manager and other professionals regarding the experience of other homeowners associations, the Community Associations Institute and the courts regarding Rules and Regulations, as needed for the Board to be fully advised in the premises; and

WHEREAS, the Board has concluded from its necessary and prudent inquiry of the merits of the proposed Rules and Regulations submitted to it that the same is workable and is beneficial to the interest of the Association, its members and membership, given all circumstances and considerations available to the Board; and therefore, the Board has adopted this final form of Rules and Regulations in conformity with the organizational documents of this Association.

NOW THEREFORE, Be it Resolved that the Board of Directors for Glenn Oaks Condominium Association, Inc. adopts and causes to be implemented the following Rules and Regulations in support of the Association Bylaws, Articles of Incorporation and Declaration of Covenants, as follows:

Introduction

These Rules and Regulations are issued by the Association's Board of Directors (BOD) to comply with its responsibility as set forth in its Governing Documents.

The purpose of this publication is to furnish guidance to owners, members of owners' families, owners' guests, and owners' tenants/lessees. It is the responsibility of the owners to ensure that the owners' family members, owners' guests, and owners' tenants/lessees, etc., are aware of and comply with these Rules and Regulations.

These Rules and Regulations may be modified at any time by the Association's Board of Directors.

The Association's Rules and Regulations will be enforced so that all persons will be treated fairly and equally without regard to race, color, religion, gender, sexual orientation, family status, handicap, or national origin, in compliance with the Fair Housing Act.

Property Manager

The Association is professionally managed by:

Association and Community Management
9250 West 5th Avenue
Lakewood, Colorado 80226
(303) 233-4646

Responsibilities of the Board of Directors

The Board of Directors is responsible for administering the affairs of the Association. To do so it performs the following tasks:

- Prepares and approves the annual Budget for the common expenses.
- Holds Board Meetings as provided in the By-Laws at which business of the Association is discussed.
- Hires and supervises the Maintenance Company or Manager, committees, volunteers, supervisors and all other employees.
- Maintains proper insurance coverage.
- Responds to concerns, questions, and/or complaints from members of the Association when they are presented in a business-like manner.
- Responsible for enforcement of official Association documents and/or appointment and sanctioning of committees or individuals to enforce the same.
- Additional obligations as set forth in the Association's Governing Documents.

Responsibilities of Owners

- To make timely payment of fees.
- To comply with Rules and Regulations and all other Association documents adopted by the Board of Directors and ensure that owners' family members, guests, tenants/lessees, etc. do the same.
- To repair and maintain the interior of their units.

- To maintain the limited common elements adjacent to their units in a clean and sanitary condition.
- To not harass, verbally or physically, any Management employee, resident or Board Member. Violation of this provision may result in involvement of the Centennial Police Department.

RULES AND REGULATIONS
of
THE GLENN OAKS CONDOMINIUM ASSOCIATION, INC.

- I. GENERAL** The Glenn Oaks Condominium Association, Inc. is a self-governing common ownership community created under the laws of the State of Colorado and incorporated as a non-profit corporation (hereinafter referred to as 'the Association').

A. General Purpose and Power of the Association

1. The Association is governed by its Governing Documents, which consist of the following in the order of priority from the highest to the lowest:
 - a. Declaration of Covenants, Conditions & Restrictions ("Declaration")
 - b. Articles of Incorporation ("Articles")
 - c. Bylaws ("Bylaws")
 - d. Rules and Regulations ("Rules") and Policies
2. These Rules and Regulations are adopted by the Association's Board of Directors according to the Association's Bylaws at Article 7, Section 7.1.2); and may be amended from time to time at the discretion of the Association's Board of Directors and applied to owners, residents and their guests.

- II. BASIC STANDARDS OF CONDUCT** The Association has determined that for Owners, guests and residents to have unfettered peaceful enjoyment of their homes and the facilities available to them in our community; the following Rules and Regulations shall provide parameters for behavior:

A. Use of General Common Elements and Limited Common Elements

1. The terms "General Common Elements" and "Limited Common Elements" are defined in the Association's Declaration and generally refer to property owned by all members of the Association; not including the individual Condominiums.
2. These Rules have been adopted to assure the right of use in and to the General Common Elements and the Limited Common Elements. The right of use is for Owners, their guests and residents for the purposes they are intended, without hindering or encroaching upon the lawful rights of other Owners, guests and residents.
3. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Board of Directors, except as hereinafter expressly provided. Patio furniture, consisting of all-weather chairs and tables, and a natural gas or propane barbecue grill (as dictated by current fire authority and is less than a one (1) pound propane tank), will be allowed on the deck and patio Limited Common Elements, provided they do not pose a fire hazard and remain in good condition and repair.
4. Storage of materials in Common Elements or other areas designated by the Board of Directors, including storage lockers, shall be at the risk of the person storing the materials. No hazardous materials may be stored in or on the property.
5. Owners, guests and residents shall not commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common Elements.
6. Only Gas, 1-pound propane, and electric grills are permitted; charcoal grills are prohibited. Flammable materials must be safely stored and controlled. All residents must adhere to the International Fire Code.

B. Compliance

1. Each Owner, by acceptance of a deed of ownership to a Unit, or other instrument of conveyance or assignment, or by residing on the premises, agrees to be bound by any such adopted rules and regulations. Owners are responsible to provide association documents to property resident.
2. Each Owner shall refrain from doing anything which will lead to increased insurance premiums for the Association; and further, shall refrain from doing anything which could lead to cancellation of insurance policies held by the Association; and finally, shall refrain from doing anything that will result in denial of insurance coverage for the Association as the proximate cause of such action or inaction.
3. Each Owner, or current resident, who fails to comply with requirements of the Governing Documents, may be suspended from using the Association facilities except as follows:
 - a. Any proceeding challenging a suspension, including a proceeding in which defective notice is alleged, must be commenced within one (1) year after the effective date of the suspension. A suspended Owner may be subject to any or all of those items outlined in Section III, below; including but not limited to fines, fees, late fees, attorney's fees and such other legal and equitable relief the Association may have at equity or law.
 - b. The Owner shall be given no less than ten (10) days prior written notice of the suspension and the reasons therefore, except otherwise stated in article IV section 7. The Owner shall have an opportunity to be heard, orally or in writing, not less than five (5) days before the effective date of the suspension by the Board of Directors or to such persons as the Board may delegate such duties and authorized to decide that the proposed action not take place. Written notice shall be given by first-class or certified mail sent to the last address of the Owner as shown on the Association's records.
C.R.S. §7-126-302.

C. Firearms

1. The firing or discharge of any firearm or weapon (or launching of any type of missile, firework or other projectile) anywhere in the complex is prohibited.
2. All firearms and weapons of any type are prohibited in the swimming pool, playground area and clubhouse.

D. Administration of Association Facilities

1. The Association, its membership and its members are not responsible for accidents, injuries, losses or theft of personal items through the use of Association facilities by Owners, guests or residents unless otherwise covered by insurance, and then only to the extent of such coverage.
2. Alcoholic beverages are not permitted in any of the General Common areas of the Association, except by the prior permission of the Board of Directors, and then all beverages served or consumed on the premises shall not be in containers made of glass in whole or in part.
3. Pets are not allowed in any of the Association's facilities.
4. Each Owner or resident is responsible for the actions of his or her guests. Any damage or other violation of these rules attributable to a guest or resident of a Condominium may be assessed against the Owner of that Condominium and the Owner may otherwise be held responsible for a violation. To that end, any notice of violation required by these Rules shall be directed to the Owner whether it was the Owner, his or her guest or a resident of the Condominium owned by the Owner.
5. All fixtures, furniture or other personal property located on or in facilities of the Association are the property of the Association intended for the use and enjoyment of the membership as a whole. Removal, damage to, or an attempt to convert that property to the exclusive use of any one person, or group of people, will be considered a violation of these Rules.
6. Members, their guests and residents of the community shall be properly attired at all times. Swimming suits are appropriate in the pool area only, and shirt and shoes should otherwise be worn in facilities other than the pool area.
7. Rules appropriate to specific Association facilities shall be posted at the facility in a conspicuous place from time to time as the Board of Directors may determine in their discretion. Any formal complaint of a violation of these Rules or Rules posted at a particular facility shall be made in writing to the Board of Directors. The Board of Directors shall take such action, as they deem necessary to secure compliance with the rules and penalize the violator, all in accordance with the Association's Governing Documents.

E. Reporting Damages and Violations

1. All actions regarding these Rules and Regulations, or damages to the common elements should be reported promptly to the Management Company.
2. Violations of Centennial Municipal Codes (including zoning violations) are to be reported directly to the Code Compliance Office: (303) 325-8000
3. For noise, animal control or fire lane violations report directly to the Arapahoe County Sheriff non-emergency number: (303) 795-4711 or The City of Centennial Animal Services at (303)-325-8070.
4. Please also advise the Management Company so that the Association can respond if contacted by City Officials or homeowners/residents.

F. Holiday and Exterior Decorations

1. Holiday or seasonal decorations are only to be displayed on units or balconies or patios for up to thirty (30) days before the current holiday/season. Removal should be accomplished within a reasonable period of time (within fifteen [15] days) after the holiday/season has ended. Garden and porch decorations should be done in a tasteful, aesthetic manner.

III. SPECIFIC CONDUCT VIOLATIONS

A. General

1. No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit affecting the Common Elements, or on the Common Elements, or in the clubhouse facility. There shall not be anything done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners, guests or residents or interfere with their peaceful enjoyment of the Common Elements for the purposes for which they were designed. No Owner, guest or resident shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Owners, guests or residents. No Owner, guest or resident shall play, or allow to be played, any musical instrument or allow to be operated any motor, engine, device, stereo, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Owners, guests or residents.

2. No immoral, improper, offensive or unlawful use may be made of the Property. Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and all ordinances, Rules and Regulations of Arapahoe County and the City of Centennial. The violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.
3. No industry, business, trade or commercial activities, other than home professional pursuits without employee, public visits or nonresidential storage, mail, or other use of a Condominium that would increase use of right-of-ways or parking congestion. No background noise levels shall be conducted, maintained or permitted on any part of the Common Elements of the Association. No signs, window displays or commercial advertising are permitted on any part of the Common Elements or any Condominium except for maximum of two (2) "For Sale" or "For Rent" signs that may be placed in a window as noted in section II(A)(7) above. No Condominium shall be advertised as being used or rented for transient, hotel or motel purposes.
4. The kiosks near the mailboxes may be used for non-commercial advertising. Commercial ads (items for sale) may be posted on the community board in the clubhouse.
5. Pets: A maximum of two domesticated household pets may be kept, maintained or harbored in a Condominium if the animal is not obnoxious to other Owners or occupants, and the keeping of such animal does not violate any applicable ordinance of the city of Centennial or Arapahoe County. No exotic animals, reptiles, livestock or poultry are permitted. Animals may not be kept for commercial or breeding purposes. Pet owners are subject to the following:
 - a. Any Owner who keeps or maintains a pet shall be deemed to have indemnified and agreed to hold the Association, its members and membership, harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet. All pets shall be registered with the Board of Directors and shall otherwise be registered with the City of Centennial and inoculated as required by law. The Board of Directors shall have the right to order any person whose pet is a nuisance, to remove such pet from the premises.
 - b. All pets shall be kept clean, quiet and controlled. No household pet shall be housed or maintained anywhere in the community, except in an individual Condominium.
 - c. In no event shall any pet be permitted to any portion of the Common Elements unless carried or on a leash. No pet shall be curbed, tied or tethered in any common area.

- d. If a resident requires assistance regarding a vicious animal, a noisy animal, etc., the resident may call the City of Centennial Animal Control Department. Ph: (303) 325-8070. For after hour emergencies, the Sheriff's Department may be contacted. Ph: (303) 795-4711.
6. Miscellaneous
- a. Water spigots, hydrants, irrigation equipment and such other improvements, fixtures, and appurtenances located on the General Common Elements of this community are not for individual use, but for Association use only. Any attempt to utilize any of these for individual use will be a violation of these Rules.

B. Restrictions on the Use of Common Elements

1. Balconies and Patios: Each Condominium Owner shall be responsible to the Association for cleanliness and the regular maintenance of those Limited Common Elements appurtenant to the Condominium Unit of that Owner; and in addition:
- a. No Owner, guest or resident shall hang garments or other articles on the balconies or patios.
 - b. No Owner, guest or resident shall dust rugs, blankets or other items from the balconies or patios.
 - c. No Owner, guest or resident shall throw, discard or otherwise drop anything on another balcony or patio or onto the Common Elements of the Association;
 - d. No Owner, guest or resident shall sit, stand or hang over a railing on any balcony or patio;
 - e. No Owner, guest or resident shall store appliances, indoor furniture, tires, or other items not commonly used on a patio, deck or balcony on any balcony or patio.
 - f. No Owner, guest or resident shall hang patio covers or blinds on the balconies unless otherwise approved by the Board of Directors.
2. Vehicles: Vehicles include not only licensed transportation like cars, trucks, SUVs and motorcycles: but bicycles, scooters, golf carts and go-carts. Trucks and other vehicles having more than six (6) tires, trailers, and campers are prohibited in the parking areas and driveways, except for temporary loading and unloading, for periods not in excess of four (4) hours, or as may be designated by the Board of Directors from time to time. Commercial vehicles are prohibited from parking on South Gaylord Street or East Fremont Avenue. Commercial vehicles may be parked in the private parking lots behind the buildings. Construction equipment

used in the actual repair, construction or maintenance of Association property or a Condominium will not be so restricted during such use.

- a. Each Condominium shall be assigned one covered parking space.
 - b. Vehicles may not be washed, repaired or maintained in any way on Association property.
 - c. Vehicles must be parked in marked parking spaces and not in such manner as to protrude over sidewalks. Only one vehicle of any type may be parked in a single parking or carport space.
 - d. No vehicle shall be parked in marked fire lanes, snow removal areas (during winter months), drives, driveways, other parking spaces, or areas as otherwise marked as towage zone. Vehicles parked in fire lanes or another unit's designated space are subject to immediate towing. Vehicles shall have current license plates, inflated tires and be operable at all times.
 - e. Vehicles with fluid leaks must be removed from the parking lot and the cost to repair damages to the lot from fluid leaks will be charged to the resident. All parking spaces are properly marked within the community.
 - f. Vehicles shall yield to pedestrians.
 - g. Abandoned and inoperable vehicles may be not kept anywhere in the community. If the Association determines a vehicle is abandoned or inoperable, a written notice stating that determination and describing the vehicle shall be personally delivered to the Unit Owner or conspicuously placed on the vehicle. If the abandoned or inoperable vehicle is not removed within 72 hours after providing such notice, the Association shall have the right to remove the vehicle, and the vehicle owner shall be solely responsible for all towing and storage charges.
 - h. Parking is prohibited on the south side of Fremont Street.
3. Skating, rollerblading, skateboarding and other forms of recreation are not appropriate to roadways, carports, parking spaces and sidewalks of the Association and are therefore prohibited.
4. The speed limit throughout Association property shall not exceed 25 miles per hour. At the discretion of the Board of Directors, lesser speed limits may be posted for certain stretches of roadway.
5. Dumpsters: Refuse containers are Association property. Barrels of sand are also Association property and shall not be used for refuse. Dumpster location sites are to be kept clean, neat, and free of loose debris. Long-term storage of rubbish in a Condominium poses a direct

health and safety threat to the community as a whole and is therefore prohibited.

- a. Any refuse, trash or other item to be discarded shall be deposited directly into the dumpsters located strategically throughout the Association's property as designated by the Board of Directors from time to time. Failure to properly deposit any item in the dumpster will be considered litter and the act of leaving litter on Association property will be treated as a violation of these Rules.
- b. The dumpsters are provided for general household trash and are not appropriate to certain discarded items, such as furniture, tires, appliances, mattresses, demolition material and anything that may be considered "toxic" or "hazardous" waste. Each Owner, guest or resident with items not appropriate for deposit in the dumpsters are responsible for the proper disposal of that item off-premises from the Association. Special debris removal may be arranged through property management.

6. Laundry Facilities/Storage Facilities

- a. There shall be assigned to each Condominium one (1) storage locker for use by the occupants of that particular Condominium. The Association, its members and the Membership assumes no responsibility for stored items, security for the stored items or liability in the event any stored item is lost, stolen or damaged/destroyed. Nothing is to be stored outside the locker and the Owner is responsible for keeping the area around the locker clean and neat. Additional lockers may be available on a first come/first served basis. No hazardous materials, propane, or flammable materials may be stored in lockers.
- b. Laundry facilities are available to Owners, guests and residents. The Association, its members and the Membership assumes no responsibility for the ability of the machines in the facilities to clean clothes to any given standard, the security for laundry facilities, or liability in the event any laundry is lost, stolen or damaged/destroyed. A person leaves laundry at his or her own risk. The Owner is responsible for cleaning each machine used and for keeping the area around the machines clean and neat. The Board of Directors may set a charge for replacement keys to these facilities from time to time; and use of the facilities is a privilege of ownership, which may be taken away for abuse, or for violations of the Rules.

7. Clubhouse

- a. Owners may reserve times and space in the Clubhouse Party Room from the Board of Directors for personal functions. The Board of Directors may monitor such functions for compliance with these Rules and terminate any function that unduly disrupts the

peaceful enjoyment of the community as a whole by other Owners, guests and residents. Noise levels will be strictly monitored for compliance and no party shall extend beyond 11:00pm without special exception from the Board of Directors.

- b. The Board of Directors may require a cash cleaning deposit, payable to the Association, of not more than \$250.00 of any Owner reserving time and space in the Clubhouse. The deposit must be posted by the Property Manager before any party of more than four (4) people will be allowed to take place. The Management Company or whom ever is assigned will check the room following a party and determine, if and how much, the Owner should be assessed as a result of the party and that amount will be deducted from the deposit before it is returned to the Owner. No deposit will be unreasonably withheld and all decisions by the Property Manager shall be in writing and directed to the Owner within ten (10) days following the party. Any damages in excess of the deposit will be assessed against the Owner's account with the Association.
- e. Owners may request the access to the lock-box for the use of their clubhouse key-card from the Board of Directors for personal functions.
- d. The Association, its membership and the members are not responsible for monitoring compliance with local, State and Federal liquor laws. Parties are restricted to the upper floor of the Clubhouse known as the "Party Room". All cooking is restricted to the kitchen area. By law, the maximum number of people allowed in the party room to the Clubhouse at any given time is fifty (50).
- e. Smoking is not permitted in the Clubhouse.
- f. Persons under the age of sixteen (16) must be accompanied by someone at least eighteen (18) in the Game Room. There is a one-hour maximum time placed on the Game Room occupancy/usage if others are present to use the facilities.
- g. Game accessories used in the Game Room, including cue sticks, balls, paddles, etc. are to be kept in the Game Room. Game Room games and accessories will be checked to assure that the condition of the same remains in good working order and without damage, normal wear and tear excepted. The Board reserves the right to asses Owners for damage they, their family members, their guests, and/or their tenants/lessees cause to games and/or game accessories.
- h. Loitering is not allowed in the clubhouse.
- i. Ensure that all lights are turned off upon exiting the clubhouse, except for the lights that are on timers.

8. Pool Area

- a. The Association does not provide a lifeguard for the pool area; therefore, use of the pool by Owners, their guests and residents is strictly at their own risk. Persons under sixteen (16) must be accompanied by someone at least eighteen (18) years of age. An Owner shall have no more than six (6) guests in the pool area at any given time, no matter the age, unless special permission is granted.
- b. Showers must be taken before using the sauna, steam room, pool or hot tub.
- c. Persons with an infectious disease, an open sore, cuts, recent piercing, recent vaccination, etc. shall not be allowed in the pool, hot tub, or steam room.
- d. Infants and toddlers shall wear seamed, leak-proof swimming attire.
- e. Pool facilities, including the sauna, steam-room, pool and hot tub are not appropriate places to cleanse the body with soap, shampoo or other detergents. Such items will be confiscated on sight.
- f. No foreign matter of any kind will be thrown or otherwise deposited in the pool area, except in refuse containers made and used for that purpose.
- g. No electrical equipment or devices shall be allowed in the pool area.
- h. "Horseplay", running, etc. is prohibited. The use of pool accessories, such as beach balls, floats, rubber toys, etc., is discouraged and may be prohibited if the use of such items interferes with the enjoyment of the facilities by others in the pool area.
- i. Persons under age six (6) are prohibited from using the hot tub and all persons under sixteen (16) must be accompanied by an adult and be present with them in the hot tub and steam room.
- j. No animals are permitted in the hot tub, pool, or sauna.

9. Architectural Control Provisions

- a. Window and Door Treatments: In order to maintain the uniformity and character of the community, the outward appearance of windows throughout the community shall be uniform and consistent in that such treatments shall consist of materials that are seen from the outside as being white in color. The current

door color can be obtained from the management company if a new door is being installed. Storm doors are to be white in color.

- b. **Antennas and Satellite Dishes:** An Owner may install or maintain an antenna or satellite dish if it is entirely within the air space of the Owner's limited common element. Any installation that requires attachment to any surface on the Limited Common Elements of Association property requires prior approval from the Board of Directors. Approval will be based on placement of the antenna or satellite dish in the least obtrusive position possible that will not interfere with reception. The color of the satellite dish needs to blend with its background after placement. No approval will be unreasonably withheld. Dishes may not be attached to siding or fencing.
- c. **All exterior improvements require the submission of an ARC form including:**
 - Satellite dishes (unless installed entirely within the air space of the limited common element)
 - Windows
 - Paint (of doors)
 - Doors
 - Storm/screen doors
 - Landscaping / Gardening

10. **Signs and Flags**

- a. "For Sale" Signs not exceeding **24** inches in height and width within the unit window.
- b. "For Rent" Signs not exceeding **24** inches in height and width in the unit window.
- c. Political signage is permitted but must be in compliance with federal, state, and local regulations. Signs cannot be placed out 45 prior to election and must be removed no later than seven (7) days following the election.
- d. The Association reserves the right to remove any signs deemed inappropriate. No sign shall be allowed in the common areas or greenbelts of the Association.

11. **Trees and Shrubs in Patio**

- a. Owners are responsible for any damage caused by plantings, shrubs or trees within their patio areas. The Association reserves the right to enforce removal of plantings, shrub, and trees that cause damage to limited common elements or common elements.

C. Condominium Leasing and Rental Restriction

The Declaration allows Owners to lease their respective Condominium under certain terms and conditions that the Board of Directors has deemed to be in the best interest of the Association's membership as a whole. The Association has placed the following additional restrictions on leasing of Condominiums in this community:

1. No Unit shall be rented unless the Owner shall have first obtained from the prospective tenant information sufficient to verify prior rental history and criminal background: the owners are ultimately responsible for the action of their tenants.
2. No Unit shall be rented for transient or hotel purposes. All leases must be for a period of at least six (6) months, be in writing, and contain the following rider:
 - a. First: Owner/Lessor is a member of the Glenn Oaks Condominium Association ("Association") by reason of the ownership of this rental unit. Said Owner/Lessor is subject to the Governing Documents of the Association, which set certain standards on the use and occupancy of this unit. This lease is subject to those rights and restrictions provided in the Association's organizational documents.
 - b. Second: Lessor assigns to Lessee those rights and privileges associated with ownership in the Association, except the right to vote at Association membership meetings, to hold office and receive insurance and other awards and proceeds. Lessee agrees to assume and undertake the duties and obligations of an Owner. These are described in the Declaration of Covenants, Articles of Incorporation, Bylaws of the Association and Rules and Regulations adopted pursuant to said documents ("Organizational Documents").
 - c. Third: Should it be necessary to communicate with the Association, Lessee agrees to make that communication through the Lessor. Should the Association communicate with the Lessor, Lessor agrees to forward that communication on to the Lessee without undue delay.
 - d. Fourth: Default or violation of any requirement of the Association is a default or violation under the terms and conditions of this lease.

- e. Fifth: Lessee acknowledges receipt of a copy of the Governing Documents, that those Governing Documents have been examined to the extent that Lessee knows and understands what is expected of a person occupying a Unit; including but not limited to the enforcement measures the Association can take directly against a Lessee for breach of the Governing Documents, as if it were the Lessor, and can levy fines and other penalties.
 - f. Sixth: The common areas outside the Unit are controlled and maintained by the Association. They are provided for the non-exclusive use of all the residents, unless otherwise designated, such as assigned parking spaces.
 - g. Seventh: The Association and the Landlord reserve the right to enter the Unit without the consent of the Lessee at reasonable times and after reasonable notice, either oral or written, for the purpose of inspecting the Unit, to make necessary or agreed to repairs, alterations, or improvements, and to supply necessary or agreed to services. The Association and the Landlord further reserve the right to enter the Unit for any other reason provided by law.
 - h. Eighth: The Association will not be held liable for any damage caused by the Lessee, the Lessee's guests, family, agents or employees. The cost to repair or restore such damage shall be assessed to the Owner of this Unit, who may charge those costs back to the Lessee.
 - i. Ninth: The Association will not be held liable for any damage to the Unit. The Landlord and the Lessee have their respective interests in and to the Unit for which insurance is available and the Association encourages both the Landlord and Lessee to insure their respective interests in the Unit to an appropriate value.
 - j. Tenth: The Association is not a party to the lease agreement. As an Owner, the Landlord has certain rights and duties regarding the Association, but assumption of those rights and duties by the Lessee does not create privity between the Association and the Lessee. Rather, the Owner has merely delegated those rights and responsibilities and remains wholly liable to the Association as if the Lease does not exist.
 - k. Eleventh: The failure of the Lessee or their guests to comply with the Association's Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of the Association's Declaration, and such default shall be enforceable by either the Association or the Lessor, or by both of them.
3. All Lessees/occupants are subject to Association regulations and the Owner shall be held responsible for any and all infractions.

4. All Lessees/occupants of a leased Unit are entitled to use the recreation facilities only if the Owner relinquishes his/her right to use the recreation facilities for the length of the lease, and the Owner is a member in good standing. No more than one recreation facilities entry card is issued per unit.
5. The Owner must provide the Association with a copy of the lease, including the full names of each Lessee to the lease no more than thirty (30) days after the lease commences. Accompanying the lease, the Owner shall provide the permanent address and emergency telephone number of the Owner.
6. The Lessees/occupants of a Unit are the guests of the Owner. Lessees are encouraged to participate in Association activities, meetings and social events, but shall not be allowed to vote, or serve as an officer or member of the Board of Directors.

IV. KEYCARD RULES

One keycard will be issued to the resident(s) of a unit when the following criteria are met:

1. Filing an accurately completed and properly executed Census Form, Waiver & Release and Facility Use Agreement with the Management Company, annually or at such other intervals determined by the Board of Directors. Residents are required to promptly notify the Management Company of any changes. Owners are responsible for informing their tenants of this rule.
2. Replacement keycards are \$10
3. Forms are available from the Management Company and the HOA website, www.glennoaks.org
4. Residents are responsible for any party utilizing their keycard.
5. Residents and/or owners are required to inform the Management Company of any additional persons who reside in a unit or stop residing in a unit. (Update the Census Form.)
6. Unit owners are responsible for any and all damages or violations of the Rules and Regulations caused by the unit owner, a family member, guest, tenant or lessee.
7. Keycards may be turned off, without notice to the owner or resident of a unit, for violations of the Rules and Regulations or for non-payment of dues for clubhouse violations.
8. Owners and/or residents may request a hearing with the Board of Directors upon notice of a violation of the Rules and Regulations or upon the keycard being turned off.
9. Hearings will be held prior to the monthly Board meetings or at such other time as the Board may select.
10. Do not let individuals/groups/residents not associated with your unit into the clubhouse.
11. If a keycard is not working, notify contact the Management Company, ACM, at 303 233-4646. If the keycard has been turned off because of a rule violation, it is the responsibility of the owner or resident to request a hearing with the Board.

V. REMEDIES FOR ENFORCEMENT OF RULES

A. Penalties

The Association may impose penalties to be imposed on Owners in accordance with its Governing Documents and Covenant Enforcement Policy as follows:

1. Should the Owner become delinquent in the payment of assessments to the Association, any person then having the right to use the Association's recreational facilities shall be suspended from the right of such use so long as the delinquency continues.
2. Further, should the Owner, guest or resident of the Condominium breach a provision of the Bylaws or otherwise violate a Rule or Regulation of this Association, the right of use of the recreational facilities shall be suspended, after notice and opportunity to be heard, so long as the breach or violation continues and thereafter for so long as any fine or assessment imposed for said breach or violation remains unpaid.
3. For any violation, including non-payment of assessments, an Owner shall be given written notice of non-compliance and ten (10) days thereafter to comply. Except as to non-payment of assessments, if a violation is not corrected within ten (10) days, the violator is subject to an additional fine, and shall be liable for additional fines of a like amount for each ten (10) days thereafter that the violation continues according to the following Schedule;

a.	First Offense	Warning
b.	Second Offense	\$75.00
c.	Third Offense	\$150.00
d.	Each Additional Offense	\$300.00*

*or as the Board of Directors deems appropriate

4. Any fines so imposed shall become an assessment against the Owner and collected as an assessment from the Owner.
5. Imposition of this fine shall be based on the seriousness of the infraction, damage resulting from the infraction, the violator's flagrancy, and/or mitigation regarding such violation, and such other factors and circumstances as may come before the Board which are relevant and bear on the issue of penalties to be imposed by the Board.

B. Assessment Collection Policies

1. The financial existence of this Association is dependent upon proper and efficient collection of assessments and other obligations of Owners in a timely manner.
2. It is incumbent upon the Owner to anticipate short falls in payment to the Association and to make such arrangements and plans as may be necessary to bring the obligations due the Association current and keep them current, while an Owner/member of this Association.
3. Unless otherwise stated specifically by the payer, money paid to the Association will apply first to outstanding obligations, including but not limited to interest and late fees before application of a payment to current obligations or any other purpose for which the Owner may owe the Association. In other words, payments are made to the oldest outstanding indebtedness due the Association first.
4. Although the Association will endeavor to keep accurate and current records of a member's accounts, each member is responsible for knowing when payments are made to the Association, the amount of the payment, how that payment was applied to their account and the date payment was made.
5. Each Owner is responsible for reading, understanding and correcting errors to their account. Any errors found to exist in a billing must be reported at the earliest opportunity. If an Owner does not report an error in billing within thirty (30) days of receipt, the billing will be presumed to be correct by the Association.
6. Agents, including attorneys and management company personnel for the Association, have no authority to waive obligations due the Association. Any Owner seeking a waiver of fees, costs, attorneys fees, etc. associated with the collection process, must make a written request for a waiver from the Board of Directors of the Association, setting forth the amount sought to be waived, the circumstances giving rise to the request and the basis on which the Board of Directors may or may not grant a waiver. If the Owner's account has been turned over to the Association's attorney, all communication must be directed to the attorney. If not, communication should be submitted to the management company, who will then forward it to the Board for a decision.

C. Assessment Collection Procedures

1. Assessment payments are due on the FIRST (1st) day of each month "Due Date"). All other current obligations due the Association not associated with obligations incurred during the course of the collection process, which are due and owing immediately upon presentment by the Association will be in writing providing the due date for payment.

2. If payment has not been received within TEN (10) days of its due date a late charge will be assessed and the amount will be delinquent. "Delinquent" shall mean the account is past due. The Association may send a separate letter to the Owner as notification that the account is delinquent.
3. If the account is not brought current within THIRTY (30) days of the Due Date, the Property Manager shall prepare a letter in a form approved by the Board, which the Association shall mail giving notice and advising the delinquent Owner that if the assessment is not paid, the account will be turned over for collection. The member whose account is delinquent will lose privileges to the clubhouse.

VI. MODIFICATIONS TO RULES AND REGULATIONS

1. Homeowners may at any time request a revision of any Rule or Regulation.
2. Rules and Regulations may be modified at any time at the discretion of the Board of Directors.
3. The Board President shall distribute a revised list of the Rules & Regulations to each Board member no less than two weeks after final revisions are made.
4. Board Members shall be asked to review and identify any amendments they wish to make to the Rules and Regulations.
5. Upon approval by the Board of Directors, the revised Rules & Regulations shall be distributed to all Glenn Oaks Owners by mail, posted in the Clubhouse, and published on the website: www.glennoaks.org