

**DORSEY HILLS
COUNCIL OF CO-OWNERS, INC.**

RULES AND REGULATIONS

Revised 01-01-2014

VERSION 5.0

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ARTICLE 1 INTRODUCTION

Section 1: Welcome

Welcome to Dorsey Hills! We hope you will find condominium living the most convenient form of home ownership today.

Section 2: Board of Directors

The Board of Directors acts on behalf of all unit owners. It is the purpose of your Board of Directors to maintain, protect and enhance the value of your home and your lifestyle at Dorsey Hills. To ensure these goals the Rules and Regulations, along with provisions in the Declaration and Bylaws, are necessary to meet those goals for harmonious community living.

ARTICLE 2

PROPERTY MANAGEMENT COMPANY

The Dorsey Hills community's property is under the management of Mulloy Properties, LLC. The mailing address is PO Box 436989, Louisville KY 40222.

The mailing address for Dorsey Hills Council of Co-owners is the same as the office address. Send all maintenance fee payments, correspondence, maintenance requests or other Association business issues in writing to that address.

For information of Dorsey Hills, copies of corporation documents, Dorsey Hills Condominium Lease Contract forms, Accounts Payable and Accounts Receivable information and the amount of the maintenance fee for a unit, call the Mulloy Properties office.

Office Hours – Monday through Friday 8:30 a.m. to 5:00 p.m.

Beth Holt – Property Manager

498-2401

bholt@mulloyproperties.com

Santha Leadingham - Bookkeeping Services

498-2406

sleadingham@mulloyproperties.com

Shannon Mahaffey - Clubhouse Rental

498-2412

smahaffey@mulloyproperties.com

Fax

426-1544

Emergency/After Business Hours/Weekend

664-3966

To make maintenance request please call or email your Property Manager.

ARTICLE 3 MAINTENANCE FEES OWNER RESPONSIBILITIES

Section 1: Payment of Maintenance Fees

Maintenance fees are due on the first day of the month. Payments received after the 10th of the month will have a late payment fee added. Refer to Article 11, Section 2 of these Rules and Regulation "Penalties" for additional details.

Checks should be made payable to Dorsey Hills Council of Co-Owners and mailed to Dorsey Hills Council of Co-Owners, c/o Mulloy Properties LLC, 8303 Shelbyville Road, Louisville KY 40222.

Section 2: Owners' Responsibilities

- A. Compliance with all the provisions of the Declaration of Master Deed, the By-laws, and Rules and Regulations.
- B. Payment of monthly maintenance fee.
- C. Provide the Council or its Management Company any information requested or required by the Council for:
 - (1) Notification to owner, or owner's designate, of an emergency involving the owner's unit;
 - (2) Owner's current permanent address for receiving required notices of meetings or copies of changes to corporate documents; or,
 - (3) Notice of any business of importance to all Council members.
- D. Notification to the Management Company of the sale or purchase of a unit.
- E. Before sale of unit, owners are obligated to inform their realtor and the prospective buyer of the leasing restrictions under Bylaws Article VIII, Section 9.
- F. Notification to the Management Company of the owner's intent to lease a unit or place any person in residence in the owner's unit and submission of all the required documents. Refer to Article 5, "Leased Units" of these Rules and Regulations and Bylaws Article VIII, Section 9.
- G. Maintenance of the interior of the unit, including but not limited to: General interior upkeep i.e., painting, windows including glass breakage, fireplaces and chimney, water faucets, interior plumbing fixtures and lines servicing one unit; appliances, dryer vents, unit door locks, smoke detectors, intercom system particular to the individual unit, furnace, air conditioner and water heater.
- H. Removal of all garbage and refuse from the interior of the unit.
- I. No garbage or refuse may be left on patios, porches, in interior hallways, storage areas, garages or adjacent Common Areas.
- J. Repair of all damages done in any part of the Common or Limited Common Areas and facilities caused by the owner, non-unit owner lessee or non-unit owner resident, their invitees, licensees, guests, family members, pets and vehicles.
- K. Mailbox locks.

- L. Garage door painting, repair and replacement of garage doors, tracks, openers and locks.
- M. Interior of the hallway storage unit.
- N. Unit owners are responsible for reporting promptly to the Management Company any maintenance required for the Common or Limited Common Areas.
- O. See also Declaration for Master Deed Article 12 for additional information.
(See excerpt at the back of this document.)

ARTICLE 4 OWNERS' INSURANCE

Section 1: Owners' Insurance Requirements

- A. Each unit owner shall obtain insurance coverage at the owner's expense upon the unit as well as on its furnishings and the owner's personal property. In addition, owner shall obtain comprehensive personal liability insurance covering liability for damage caused by: (1) the owner, (2) non-unit owner lessee, (3) non-unit owner resident, (4) their invitees, licensees, guests, family members, (5) pets, and, (6) vehicles to persons or upon the Common Areas resulting from the negligence of the insured unit owner, to property of others located within such unit owner's unit, or in another unit in the project in such amounts as shall from time to time be determined by the Council.
- B. The unit owner is required to insure the build-out portion of their unit (from the "studs out" or from the "drywall in"), which includes flooring, carpet, cabinets, drywall, fixtures, sinks, faucets, etc.
- C. Owners who are not permanent residents of their units and lease their property must obtain proper type of insurance for that rental unit as outlined in "A" above.

Section 2: Non-owner Residents' Insurance Requirements

- A. Non-unit owner lessees, or non-unit owner residents are financially responsible for any damages caused by them, their invitees, licensees, guests, family members, pets and vehicles. Renters insurance is recommended.

ARTICLE 5 LEASED UNITS

Section 1: Leasing Restrictions

- A. Under the provisions of By-laws Article VIII, Section 9, amended June 2004, there shall be no more than 28 units used as rental units or non-owner occupied units in the Dorsey Hills condominium complex at any one time.
- B. When units are not owner occupied, leases are required for any persons living in the owner's unit including family members whether or not a rental is paid. A family member is defined as parent, grandparent, son, daughter or grandchild.
- C. Tenant may not sublease any portion of the leased unit.
- D. No lease shall be for a period of less than six (6) months.
- E. No lease on a unit shall contain a provision for month-to-month tenancies.
- F. No unit shall be rented for transient or hotel purposes.

- G. No unit owner, or any first mortgagee in possession, shall lease less than the entire unit.
- H. All leases are subject to the Kentucky Landlord Tenant Act and the Jefferson County Ordinance that enacts it.
- I. The owner of the unit shall be considered the landlord under said Act and shall indemnify, hold harmless and defend the Dorsey Hills Council of Co-owners, its successors, and assigns for any legal action brought by any tenant or non-unit owner resident against said Dorsey Hills Council of Co-owners, its successors and assigns.
- J. *Unit owners must notify the Management Company of any tenant or non-unit owner resident changes immediately.* Failure to comply may result in litigation, fines, or loss of privileges to Common Areas Facilities by the tenant or the non-unit owner resident.
- K. All units must remain under written lease at all times.

Section 2: Procedures for Leasing Units

- A. Owner of unit inquires with Management Company to determine if there is availability to lease his unit.
- B. Owner completes the "Owner Notice of Intent to Lease Condominium Agreement" form and requests prospective tenant complete the "Lessee Questionnaire" form.
- C. Owner determines prospective tenant is the minimum age of twenty-one (21).
- D. Owner determines that pets meet the number and weight requirements.
- E. Owner submits the "Owner Notice of Intent to Lease Condominium Agreement" and "Lessee Questionnaire" forms with the \$25 Processing Fee to the Management Company.
- F. Upon receipt of approval to proceed with obtaining lease, lease contract forms are sent to the owner from the Management Office.
- G. Owner submits the "Dorsey Hills Council of Co-owners Condominium Lease Contract" *within ten (10) days of tenant's occupation of unit.*
- H. Any party who is not identified on the "Dorsey Hills Council of Co-owners Condominium Lease Contract" shall not occupy any unit.
- I. Proof of the owner's insurance on the unit including liability is required and must be submitted to the Management Company along with a copy of the signed lease. *No lease shall be considered valid without presentation of the required documentation.*
- J. The Management Company reviews the provisions of each prospective lease to determine that the lease is in conformance with the provisions of the Declaration of Master Deed, the By-laws, the Rules and Regulations and the Kentucky Landlord Tenant Act and Jefferson County Ordinances.
- K. Owner must provide the tenant with a copy of the current Dorsey Hills Rules and Regulations.
- L. Owners of rental units are required to provide their current addresses and phone numbers at the time of the original lease, at the annual lease renewal or any time they change addresses or telephone numbers.

Section 3: Tenant Privileges to Recreational Facilities

The tenant may not rent the Clubhouse Great Room unless the Management Company has received notification of their residency and the proper lease and insurance document have been received and approved.

Section 4: Lease Contract Renewals

- A. The owner must obtain a new lease at the end of the lease contract period.
- B. Each year, a new lease must be executed.
- C. All new lease contracts must be renewed prior to lease end date and received in the Management Company office *ten (10) days prior to the effective date of the new contract*.
- D. Proof of insurance must be included for the lease to be valid.
- E. Owners are required to provide their current address and phone numbers at each renewal.

Section 5: Notification of Tenant Violations

- A. Unit owners will be notified along with the tenant or non-unit owner resident of any violations.
- B. The unit owner will be held responsible for their tenant's or non-unit owner resident's actions including any fines and damages that may be applied.

Section 6: Penalties for Failure to Submit Leases

Please refer Article 11, "Penalties", Section 4 of this document.

ARTICLE 6 PETS

Section 1: Pets Allowed

- A. Only one (1) dog weighing 30 pounds or less or two (2) cats may be housed in any single unit at any one time. No exotic animals shall be kept in any unit, including but not limited to, snakes, lizards, monkeys, etc.
- B. All pets shall be controlled to prevent creation of a nuisance (i.e. barking, smell, appearance, threatening or aggressive behavior towards persons or other animals.)
- C. Any pet weighing in excess of thirty (30) pounds, causing repeated property damage, or creating a nuisance or unreasonable disturbance shall be permanently removed from the condominium property in seven (7) days after notice has been given to the owner in writing from the Board of Directors of the Association
- D. No animal of any kind shall be bred in any unit or any other area of the property.

Section 2: Control of Pets in Outside Areas

- A. ~~Pets must be walked using the Dog Walk Areas, streets or the outer peripheral paths on the condominium property. Residents are to use the "dog walk" areas primarily.~~
- B. All Pets (dogs or cats) must be restrained on a hand-held leash at all times when outside the residence and be under total control by the person with the animal.

- C. Use by the pet of the Limited Common Areas especially those immediately adjacent to the building units, i.e., front lawns and shrubbery beds of the unit buildings, is restricted.
- D. Pet owners are required to immediately dispose of the waste created by their pets and the waste must be placed only in a waste bin. **Metro Louisville and City of Douglass Hills ordinances require removal of pet waste.**

Section 3: Restricted Areas for Pets

- A. Under Board of Health regulations, no pet of any kind is allowed in the pool area, exercise room, or tennis court. Pets are not permitted in the Clubhouse Great Room.
- B. Pets may not be staked, leashed, tied on or to anything in any Common or Limited Common Area. Upon discovery, the Management Company will remove any stake, leash, or chain.
- C. No pet may be housed or kept in any garage for any reason at any time. Upon discovery, the pet will be immediately removed from the condominium property.
- D. No dog houses, fencing or other structures used, or intended for use, as housing or restriction of the movement of pets may be constructed, placed or maintained on any part of the Common or Limited Common Areas or facilities on the condominium property. This is inclusive of patios and balconies.

Section 4: Management of Pet Complaints

- A. All complaints relative to pets must be in writing and must be mailed to Management Company. The letter must be specific to date, time, type of offense and must include the name and address of the pet owner. This is necessary information for the Management Company to accomplish their follow up.

Section 5: City of Douglass Hills Animal Ordinance

Posted in May 2008 Newsletter from Douglass Hills, Ordinance No. 1, Series 2006

The Regulation of Dogs and Other Animals in the City of Douglass Hills, Kentucky

Section I: Dogs must be under the control of the owner and on a leash at all times.

Section II: The dog must be under control in such a manner that their barking does not disturb occupants of surrounding properties.

Section III: No animal shall excrete feces on city property, parks, or other public property, unless the owner/person in charge immediately removes all feces deposited by such animal.

Section IV: Violators of any provision of Section I, II, III of this ordinance shall be deemed guilty as a Class B misdemeanor. Fine not to exceed \$250.00 (Ordinance in summary copies in City Hall.)

ARTICLE 7 COMMON AND LIMITED COMMON AREAS CONDOMINIUM BUILDINGS CONDOMINIUM UNITS

Section 1: Common Areas Defined

The Common Areas and Limited Common Areas or Elements are owned by the Dorsey Hills Council of Co-owners (all the member of the Association) and are not included in the property deeded to the individual unit owners.

The Common Areas are defined as the land on which the buildings stand, the foundations, main walls, roof, halls, lobbies, stairways, entrances, exits, streets, sidewalks, lawns, shrubbery beds and the Recreational Facilities.

The Limited Common Areas mean and include those Common Areas which are agreed upon by all owners to be reserved for the use of a particular unit or certain number of units to the exclusion of the other units, such as balconies, porches, and utilities common to the units or a particular floor or building.

Section 2: Common and Limited Common Area Regulations

- A. Hallway entry doors must remain closed and locked at all times to maintain building security.
- B. No noxious or offensive activity shall be carried on in the Common Areas nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to any other resident.
- C. Nothing shall be kept in, or done to, the units, Common Areas, or garages that would impair the structural integrity of the buildings, cause an increase in insurance premium, or which would structurally change the building.
- D. No clothes, sheets, blankets or laundry of any kind may be hung out or exposed in the Common Areas including porches and balconies.
- E. No upholstered furniture may be placed outside of any unit or building nor shall any patio or porch furniture be placed in the Common Areas.
- F. No trash including cigarette butts shall be deposited in the Common Areas (streets, lawns, or shrubbery beds). All must be placed in the compactor or waste bins.
- G. No garbage or rubbish may be left in building hallways, garages or on balconies and porches.
- H. **Nothing** shall be placed in the Common Area lawns or shrubbery beds.
- I. **Nothing** shall be affixed to the exterior walls, roof or any part of the building's walls, porches or balconies *other than as specified in Items J, and L below.*
- J. Holiday decorations and lighting may be displayed beginning the weekend before Thanksgiving and must be removed by the second weekend after New Years Day. No decorations may be affixed (nailed into) to any exterior parts of the buildings.
- K. No items may be set upon the railings of the upstairs unit's balcony.

- L. Only two planter boxes (supported by hangers) or three hanging pots may be hung from unpainted areas of the porches or balconies.
- M. Owners of second floor units are responsible for any damage to property beneath their balconies as a result of watering plants, materials falling from the balcony or through the floor of the balcony.
- N. No radio, television or television satellite dishes may be installed without prior written permission of the Board of Directors. Removal of unauthorized installations shall be the financial responsibility of the unit owner.
- O. The only signs permitted to be posted on the property are realtor's signs and only during an Open House on weekends from Friday 7 a.m. to Sunday 5 p.m. No other signs of any type shall be placed on or in any windows, on any door, or any other place on the property.
- P. No printed materials may be circulated or posted in the Common Areas or Limited Common Areas without prior Board of Directors' approval.
- Q. **No grill** may be placed into the Common Areas (sidewalks, parking areas, shrubbery beds or lawns).
- R. *Only electric grills are permitted.* Under code adopted by Kentucky in July 2006, which is current under NFPA 1, General Fire Safety, Chapter 10: "10/11/7. For other than one-and two-family dwellings, no hibachi, gas-fired grill, charcoal grill or other similar devices used for cooking, heating, or any other purpose, shall be kindled on any balcony or under any overhanging portion or within 10 ft. (3m.) of any structure."

Section 3: Condominium Buildings

- A. Neither owners nor their residents may paint, change the appearance or otherwise decorate any portion of a building not within the walls of their unit.
- B. Unit residents are expected to assist in keeping hallways and stairs of the building clear of any trash, telephone books, flyers, etc.
- C. Only personal possessions and household items may be stored in the owner's designated storage areas.
- D. **Nothing** may be stored in the hallways or on or beneath stairways or placed outside the owner's storage closet or owner's unit.
- E. There shall be no playing or lounging in the building hallways.

Section 4: Condominium Unit

- A. Glass sliding doors shall not be used for routine entry or left unlocked in the resident's absence to preserve the security of the building and its residents.
- B. Each unit shall be used only for residential purposes.
- C. To the extent permitted by law, a resident may use a portion of his or her residence for an office or studio (other than music or dance studio) provided the activities conducted therein shall not interfere with the quiet enjoyment or comfort of any other residents, and provided further that such activities do not increase the normal flow of traffic of individuals in and out of the condominium property or in or out of the resident's building.
- D. Nothing shall be done in a unit which may be or become an annoyance or nuisance to any other resident.
- E. Nothing shall be kept in or done in any unit that would increase the rate of insurance on the building.

- F. Residents may only store personal possessions in their unit.
- G. Unit owners shall not cause or permit any curtains, shades or other window covering to be hung inside any windows or glass doors which show any color other than white or beige tones on the outside
- H. Units shall be kept clean and in good repair.
- I. All trash and garbage shall be removed from the unit and deposited into the compactor
- J. The owner of the unit is responsible for the replacement of locks and keys to the unit and mailbox.

ARTICLE 8

ARCHITECTURAL MODIFICATIONS

Section 1: Effecting Architectural Changes

- A. Prior written approval from the Board of Directors must be obtained before the start of work on any project requiring changes or alterations to any exterior parts of the buildings, or to any part of the building not inside the owner's unit.
- B. In emergency situations the Management Company must be notified so immediate follow up with the Board of Directors can be accomplished.
- C. Owner must complete the **"Architectural Variance Application"** and present it to the Management Company for referral to the Board.
- D. A copy of the contractor's Certificate Number, copy of a verification of current comprehensive liability, and workers compensation insurance policies must also be submitted. The name and phone number of the contractor responsible for the project must be provided to the Management Company for presentation to the Board.
- E. Unit owners will be held financially responsible for any work requested of a contractor and done in the Common Areas or Limited Common Areas by any contractor that was not first approved through the Management Company or written permission from the Board of Directors.
- F. If an owner has unauthorized changes installed that must be removed, the Board will notify the owner in writing with instructions on restoring the area to its original condition.
- G. If an owner refuses to remove an alteration or addition, the Management Company shall be instructed to have it removed. Any costs involved including attorney fees will be charged as an assessment against the owner and those costs shall be collectable as an assessment.
- H. Any changes made by an owner, with or without written Board approval, become the responsibility of the unit owner for maintenance and replacement.

ARTICLE 9 COMPACTOR, STREETS GARAGES, PARKING AREAS VEHICLES

Section 1: Compactor

- A. The unit shall be used only as depository for garbage, paper and small compactable refuse.
- B. Corrugated boxes must be flattened before placing in compactor.
- C. No furniture of any kind, mattresses, wood, holiday trees or dead trees or limbs, metal, discarded building materials, carpeting, or Styrofoam shall be placed in the compactor.
- D. Under no circumstance may residents leave garbage at the site if the unit is full, disabled or removed for servicing.
- E. Environmentally unsafe materials, flammable materials, empty gas canisters, large items such as furniture and mattresses must be disposed of by the resident at the appropriate disposal sites.

Section 2: Streets

- A. Mini-bikes *and* motorcycles, motorized scooters, bicycles, skateboards, roller blades and roller skates are restricted to the streets.
- B. Under no circumstance shall any motor vehicle be driven onto any lawn in the Common or Limited Common Areas.
- C. Vehicles must not be parked or left unattended anyplace on the streets -- in front of entry walkways, fire hydrants, garage doors, or parked across the parking spaces.
- D. *No dumpster containers, storage containers such as "PODS" nor rental trucks may be placed on the property without prior written approval through the Management Company.*
- E. Inoperative, "Special Vehicles", (see Section 3C) or unlicensed vehicles are not allowed to remain on the street and will be towed at the owner's expense. Notice will be posted on the vehicle prior to removal.

Section 3: Garages

- A. The garage door must be kept closed and locked at all times.
- B. Only vehicles, personal possessions and normal household contents are allowed to be stored in the garages. No refrigerators, freezers, heaters of any kind nor any flammable materials may be stored in the garages.
- C. Inoperative, unlicensed vehicles, any commercial vehicles, farm vehicles, trailer coaches, house trailers, mobile homes, automobile trailers, recreational vehicles, campers, trucks over $\frac{3}{4}$ ton, boats, boat trailers, or any similar vehicles (collectively, "Special Vehicles") must be parked in the garage of the owner or resident.
- D. No extraordinary or extensive maintenance of automobiles or vehicles may be carried out in the garages, which includes but is not limited to, changing of oil, radiator and transmission fluids.

NOTE: Garages may be rented or sold only to another Dorsey Hills owner. All other transfers are void under our Declaration for Deed.

Section 4: Parking

- A. *The unit owner's deeded and numbered parking space is for the exclusive use of that owner.* No other owner, resident or guest may park in the space without the owner's permission.
- B. Vehicles used by the unit owner, resident or tenant of a unit owner, as a primary source of transportation, must first be parked in the assigned space and/or garage.
- C. A unit's residents may not collectively park more than three (3) vehicles on the condominium property including the garages and parking spaces.
- D. The unit owner, resident or tenant living within a unit is responsible to see that their guests and contractors park their vehicles in the guest parking spaces (yellow-lined spaces).

Section 5: Vehicle Maintenance on Property

The following vehicle maintenance is not permitted on the property:

- A. The changing of oil, radiator and automatic transmission fluids
- B. Extraordinary or extensive maintenance of automobiles or vehicles
- C. Only jump-starting a vehicle, hooking a vehicle to a tow truck, changing a battery or flat tire and adding fluids for the purpose of restoring the vehicle to a driving condition is allowed.
- D. Leakage of automobile fluids that cause damage to pavement surfaces shall be repaired at the vehicle owner's expense.

ARTICLE 10 RECREATIONAL FACILITIES

Section 1: Clubhouse Facilities

- A. The Clubhouse facility houses the Great Room, Exercise Room and ladies and men's restrooms. The swimming pool and tennis court are adjacent to the building.
- B. Each owner is responsible for his keys to the Recreational Facilities. The replacement cost for a key is \$100. To obtain a replacement key, the owner must personally pick up a key in the Management Company's office and must present photo identification, sign the Key Register and pay for the key.
- C. The Clubhouse facilities are designated as non-smoking areas.
- D. These facilities are for the exclusive use of the Dorsey Hills residents and their guests.
- E. The number of persons limited in each room is permanently posted.
- F. There shall be no use of any of the facilities without the owner or resident lessee's presence during the entire time of use by the guests or vendors.
- G. Pets are not allowed in any of the Clubhouse facilities under any situation.
- H. Food and beverages are prohibited in the Exercise Room and Tennis Court.

- I. The owner will be held financially responsible for any actions and damages caused by them, other residents of their unit or guests.
- J. No one in swimwear is permitted inside the Clubhouse Great Room or Exercise Room.
- K. The Board of Directors or their authorized representative reserves the right to free access at all times when deemed necessary.
- L. Residents and guests must park only in the parking lot adjacent to the Clubhouse in the designated yellow striped parking spaces.
- M. Neither the Association nor Management Company is responsible for injuries to any resident or guests while using the Clubhouse Facilities nor is the Association or management responsible for personal property during the use of the facility.

Section 2: Clubhouse Great Room Use and Rental

- A. The number of persons limited to this facility is 46 under Fire Department regulations.
- B. Only an adult Dorsey Hills owner or resident lessee (age 21) *in good standing with the Association at the time of the event* may rent the facility. "Good Standing" is defined as: The Association must have received notification of ownership of unit; owner must be of record with the Jefferson County Clerk; owner may not be more than thirty days delinquent on fees; and, tenant of a leased unit must be currently covered under a valid "Dorsey Hills Condominium Lease Contract." (Reference Bylaws Article II, page 3.)
- C. Rental of this facility must be arranged through the Management Company and the Clubhouse Coordinator.
- D. Reservations must be made and rental fees must be paid by check two (2) weeks prior to the use of the rental area.
- E. No reservation is finalized until the application, Security Deposit and Rental Fee are received. Two checks are required, one for the \$200 Security Deposit and one for the \$85 Rental Fee. The Rental Fee is non-refundable. The checks must accompany the "Application and Contract Agreement for Clubhouse Great Room Rental" that is provided by the Management Company.
- F. There will be a charge equal to the current bank rate for any returned check.
- G. The renter must accommodate the requests of the Clubhouse Coordinator throughout the rental process and meet the schedule for being present at the pre-rental and post-rental inspections.
- H. The Clubhouse Coordinator has the authority to recommend denial of a rental if the owner or resident lessee does not fulfill their obligations.
- I. For rental purposes, the area rented shall only include the Great Room, kitchenette and restrooms. The rental does not include use of the tennis court, the pool area, the exercise room or adjacent Common Areas.
- J. Smoking is permitted only in the outside covered area by the front double-door entry to the Great Room.
- K. The use of alcoholic beverages shall be confined to the Great Room only. Alcoholic beverages may not be sold under any circumstances.
- L. The facility is never available for overnight activities or lodging, for use by a non-owner or non-resident, for any outside organization for any reason, by an owner

or resident for any business organization even if it is their own business, and the facility may not be rented for weddings or receptions.

- M. The renter must keep all activities under control. The responsibility for any damages is that of the person renting the facility.
- N. Decorations may not be attached to any wallpaper surface and may be taped only to glass and Formica areas.
- O. If the fireplace is used, the renter is responsible for and liable for any damages.
- P. No grills of any kind are permitted.
- Q. The renter must leave the premises by 1:30 a.m.
- R. The renter is responsible for restoring the facility to its original condition according to the "Great Room Checklist" by 10:30 a.m. the following morning.
- S. The renter is responsible for coordinating the final inspection of the facility in the company of the Clubhouse Coordinator.
- T. The Board of Directors has the final authority to withhold the refund of any portion of the Security Deposit; assessing the renter for additional costs above the amount of the Security Deposit, or restricting the renter from future use of the facility if:
 - (1) the renter did not return the premises to its original condition; (2) additional funds are required to have the facility professionally cleaned; (3) the renter was not in compliance with any regulation in Section 1 of this Article; (4) a disturbance was created which required police to respond or take action; or, (5) additional funds are required to replace broken, damaged or missing items.
- 1. The Clubhouse Great Room may be rented for no fee provided all in attendance at the event are exclusively Dorsey Hills residents.

Section 3: Exercise Room

- A. The hours for the Exercise Room are from 6:00 a.m. to 10:00 p.m.
- B. *Each resident unit is limited to two (2) guests.*
- C. No one under the age of sixteen (16) may use the facility
- D. The thermostats are set at comfortable temperatures and are not to be reset. Windows are not to be opened.
- E. If there is any malfunction of the exercise equipment, heating, or air conditioning systems, call the Management Company and advise the nature of the problem.

Section 4: Tennis Court

- A. The tennis court hours are from 9:00 a.m. until 10:00 p.m.
- B. Each resident unit is limited to three (3) guests.
- C. No one under the age of fourteen (14) is permitted to use the tennis court unless accompanied by an adult (age 21) owner or resident lessee.
- D. Any person on the tennis court is required to wear tennis shoes.

Section 5: Swimming Pool

- A. Pool hours are from 9:00 a.m. to 10:00 p.m.
- B. No person shall enter the pool area while there is a "POOL CLOSED" sign posted. A fine of \$100 may be imposed for non-compliance.
- C. No more than five (5) people nor less than two (2) people shall be allowed to swim at any time. A \$100 fine may be imposed for non-compliance.
- D. *Each unit is limited to three (3) guests who are other than permanent residents.*
- E. NO GLASS containers are allowed in the pool area

- F. No food, drink or tobacco is allowed within five (5) feet of the pool's edge.
- G. NO DIVING IS PERMITTED.
- H. Admission to the facility shall be refused to all persons having any contagious disease, or to those with conditions that appear contagious. Persons with excessive sunburn, abrasions which have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages, or other bandages of any kind are not permitted.
- I. A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the pool area.
- J. No running or rough play allowed.
- K. All persons must shower before entering pool.
- L. All apparel worn into the facility shall be clean and appropriate.
- M. No street shoes are allowed on the deck.
- N. All children under the age of 16 must be with a responsible adult at all times while using the pool facilities.
- O. Single-width rafts and "noodles" are permitted.

ARTICLE 11 PENALTIES

Section 1: Notices and Payment of Penalties

- A. Any notices required by the Council shall be given in writing and mailed to the unit owner's address of record. Any notice given shall be effective on the date of the letter.
- B. If a tenant or resident living in an owner's unit fails to comply with any regulation, the unit owner and tenant will be sent a letter. The unit owner is ultimately responsible for any liability or damages resulting from actions of a resident living within their unit or of any guest.
- C. Penalties on delinquent accounts will be added on the 10th of each month until all delinquent maintenance fees, penalties or assessments owed are paid in full.
- D. *No partial payments for delinquent maintenance fees, assessments, penalties, legal and court costs will be accepted.*
- E. Returned Checks: A charge equal to the current bank rate will be made for returned checks and applied to the owner's account.

Section 2: Penalties for Late Payment of Maintenance Fees or Assessments

- A. The monthly maintenance assessment is due on the first day of each month. *Penalties shall be applied on the 10th day of each month.*
- B. On the tenth of the first month in which a maintenance fee or assessment is delinquent, a **\$25** penalty is applied to the account.
- C. ~~On the tenth of the second month of delinquency, a statement is sent showing that the late fee of \$50 has been added.~~
- D. On the tenth of the third month, a statement is sent showing that the late fee of \$100 has been applied.
- E. On the tenth of each *succeeding month*, a **\$100 late fee will be applied to the account until all delinquent maintenance fees, penalties, assessments or legal and court costs are paid in full.**

Section 3: Penalties for Non-Compliance of the Deed, By-Laws and Rules and Regulations

- A. A warning letter is sent outlining the infraction with notice of impending fine. The unit owner has thirty days (30) to comply. If the unit is not owner-occupied, the owner and the tenant are notified of any violation.
- B. If the violation has not been resolved after 30 days, the owner is sent a statement showing a fine of \$50 has been charged.
- C. If the violation has not been resolved by the tenth of the next month, a statement is sent showing penalty of \$100 has been applied.
- D. On the tenth of each succeeding month, an additional penalty of \$100 will be added until the non-compliance issue is resolved and all delinquent penalties, assessments, legal and court fees are paid in full.

Section 4: Penalties for Failure to Submit or Late Submission of Leases

- A. A warning letter is sent to the owner of a leased unit outlining the infraction of the By-laws-and/or the Rules and Regulations on leasing a unit with notice of impending fine. The unit owner has thirty days (30) to comply.
- B. If the violation is not resolved in thirty (30) days, a statement is sent showing that the penalty of \$50 has been charged to the owner's account.
- C. On the 10th each succeeding month, a \$100 penalty is added to the account until the leasing issue is resolved and all delinquent penalties, assessments, legal and court fees are paid in full.

Section 5: Procedures for Settlement of Violations and Delinquent Accounts

If a violation is not resolved within 90 days, or when an account is 90-days delinquent:

- A. Upon authorization by the Board of Directors, legal counsel will be notified to file lien against the owner's unit.
- B. All further correspondence will be from Association's attorney.
- C. Payments on the account must be made through the attorney's office.
- D. No partial payments for delinquent fees, assessments, penalties, legal and court costs will be accepted.
- E. Inquiries must be directed to the Association's legal counsel. (The Management Company can provide the necessary contact number.)
- F. Mortgage holder will be notified of the delinquency.
- G. Any legal costs incurred will be added to the amount owed.
- H. Legal counsel will be notified when an account balance is in excess of \$1,000, and upon Board approval, legal counsel will be instructed to institute foreclosure proceedings or use any other means in addition to the lien to satisfy the debt.

For further information, review Declaration of Master Deed, Article 11, Section 2, "Compliance with Covenants, Conditions and Restrictions" and excerpt from the Declaration of Master Deed, Article 14, Section 4 (a), (b), "Enforcement Provisions". (See excerpts at the back of this document.)