

Rules and Regulations

Victoria Village Homeowners Association

I. Purpose.

The purpose of these Rules and Regulations is to provide and enhance a climate of mutual respect among the residents, for the protection of the Owners' property and that of the Association, to carry out the purposes set forth in the governing documents and, consistent with these, to seek to fulfill the expectations of owners as a whole. The Board of Directors is authorized by the Association's governing documents to establish and maintain a set of Rules and Regulations and to enforce them as necessary for the maintenance and operation of the Victoria Village property. These Rules and Regulations may be amended as required by the Board of Directors.

(Ref: Declaration Article VI – Powers & Duties of the Association, Section 2. By-Laws Article VII, Section 1.)

II Compliance.

Each owner or tenant by acceptance of his *Deed* or *Lease* agrees to be bound by these Rules and Regulations in accordance with Article V – Membership of the Articles of Incorporation and Article II and III of the Declarations.

III Lease Units.

A. General Rules.

1. An owner who leases a unit shall provide a copy of the lease to the Property Manager including the name or names, how many occupants, and how many pets. Every lessee shall be given a copy of the Articles of Incorporation, Declarations of the covenants, Bylaws, and the Rules and Regulations.
2. The terms of the *Lease Agreement* will be subject in all respect to the provisions of the Victoria Village Declarations, Covenants, the ByLaws, and Rules and Regulations. Any failure by the lessee to comply with these terms will be in default under the lease.
3. All leases shall provide that the Association may, at the request of an Owner, evict any tenant or occupant who is violation the Association documents.
4. No Owner may lease his unit for transient or hotel purposes. All leases are required to be in writing and shall be for a minimum term of thirty (30) days: provided, however, that the minimum initial term of any such lease shall be six (6) months.

5. The Owner forfeits his privilege of using the Association's recreational facilities and trash privilege when he leases his unit. This privilege is passed on to the lessee who alone has the right to use the recreational facilities.
6. The Owner is responsible for ensuring that the lessee does not drive moving vans, trucks, cars, trailers, etc. on the common ground.
7. An Owner who leases a unit shall be responsible for any violations or damages caused by the tenant.
8. Failure by a unit Owner to comply with the Regulations will make the Owner liable for costs of enforcement or collection of fines as a result of a lease which violates the governing documents.

IV Structural Changes or Alterations to Units.

- A. Any proposed changes, additions, or alterations to the Units involving the structure and/or the appearance of the exterior of the complex will be submitted in writing for approval by the Architectural Control Committee and the Board of Directors. The Owner has the right to make repairs, alterations, and to remodel the interior of his unit per following requirements.
- B. Approval must be in writing by the Board of Directors to authorize the Owner to effect the proposed changes, which affect the structure or external appearance of the unit.
- C. No personal spas or hot tubs of any kind may be located on the exterior of the unit.
- D. In addition to the above, Owners must comply with the City of Colorado Springs Building Codes, which may require a building permit and may include electrical, plumbing, or heating permits when these systems are involved.
- E. No building, doghouse, fence, wall, or other structure shall be constructed or maintained until plans are approved by the Board of Directors. No homeowner shall enclose by means of screening or otherwise, any exterior element without prior approval of the Board.

V. Prohibited Activities.

- A. Any home business must be in compliance with the City Code.

- B. Licensed and unlicensed childcare activities in any unit are prohibited. No unit may be used for transient or hotel purposes.
- C. The units are to be used and occupied solely for the purpose of lodging or as dwellings by the Owners, his family, his guests, or tenants.
- D. Activities which would be immoral, improper, offensive, noxious or in violation of any statute, rule, ordinance, or other validly imposed requirements of any governing body will not be allowed.
- E. Activities which create disturbances or annoyance to others such as objectionable language, unreasonably loud sounds (music, lively discussions, fireworks, games, motor vehicles), odors or excessively bright lights, will not be permitted. The hours from *10:00 P.M. to 7:00 A.M.* shall be considered quiet hours and every effort should be made to reduce noise in that period to a minimum.
- F. ANY PERSON WHO LITTERS ON VICTORIA VILLAGE PROPERTY IS IN VIOLATION OF THESE RULES AND REGULATIONS AND IS SUBJECT TO A FINE.

VI Vehicles and Parking.

Listed below are the criteria for parking in Victoria Village:

- A. **The parking lot is reserved for residents' privately owned passenger vehicles and light trucks (3/4 ton or smaller).**
- B. **Boats, trailers, horse trailers, recreational vehicles, motor homes, campers, trucks over ¾ ton, jet skis, snowmobiles, and/or dirt bikes may not be parked in the complex.** The above named vehicles can be parked in the parking lot for 72 hours prior to departure to allow for loading and preparation for a trip. At the end of the trip, these recreational-type vehicles can again be parked in the parking lot for 72 hours to facilitate unloading. The vehicle must then be moved to its normal storage location.
- C. **Vehicles must have current registration and license plates.** Thirty days after the expiration date, the vehicles will be towed at owner's expense. Temporary registration stickers do not have a 30-day grace period like the regular license plate.
- D. **Vehicles must be in operating condition.** They cannot be on blocks, have flat tires, or be in such a state of disrepair that they could not be driven safely. **Vehicles that are dangerous or could present a liability problem will be towed.**

- E. **Vehicles must be utilized. The Board of Directors has defined an unused vehicle as any vehicle that has not been driven under its own propulsion for transportation purposes from and to Victoria Village for a period of 15 days or more.** Exceptions to this policy are medical, business or personal travel with notification to the Property Manager. Otherwise, the vehicle is considered to be stored and will be towed.
- F. **The entire inside curb of Queen Anne Way is a fire lane. Vehicle parked in fire lanes will be removed without any notice whatsoever. The reason for this is that emergency vehicles cannot pass through Queen Anne Way when vehicles are parked on both sides of the street.**
- G. Vehicles in violation of the above criteria will be towed at owner's expense.
- H. **THE SPEED LIMIT IN VICTORIA VILLAGE IS 10 MILES PER HOUR, AND IS STRICTLY ENFORCED**

VII. ADDITIONAL VEHICLE AND PARKING INFORMATION

- A. One numbered parking space is assigned to each unit. Unnumbered spaces will be available on a first come, first serve basis, not to exceed the maximum of three utilized vehicles per unit. A fourth may be added with special permission of the Property Manager under direction of the Board of Directors.
- B. It is the responsibility of the residents to inform their guests and visitors to not park in the numbered (reserved) spaces. Residents may utilize any towing company to have vehicles towed if someone is parked in their numbered space.
- C. Oil change, draining of antifreeze, or any major repair that could damage The asphalt is strictly forbidden.
- D. Any vehicle that is parked illegally or in violation of the association documents may be removed by the Board of Directors or Property Manager at the expense of the offending party.

VIII Pets.

- A. Owners shall be permitted to have not more than two household pets, i.e. dogs and cats not exceeding 25 lbs. each when they are fully grown, **WITH THE EXCEPTION OF PIT BULLS, WHICH ARE NOT ALLOWED.** Pets must not be kept for commercial or breeding purposes.

- B. **Pets must not make objectionable noises or otherwise constitute a nuisance or inconvenience to any resident, and be kept in compliance with all applicable ordinances. Excessive noise, whether inside or outside a unit will not be tolerated.**
- C. Residents shall not permit any pet to run loose around the grounds. No pets shall be chained or tethered/leashed outdoors unless owner is present. Length of tether must not exceed 10 feet. Damage to Common areas (rocks, grass, trees) and to the building or storage unit by any pet will be the responsibility of the pet owner. The association will bill the Owner for the cost of the repairs.
- D. Any animal that is a nuisance and/or causes a bite or any other physical Damage shall be removed from Victoria Village after due process, and the owner Of any such animal shall be held liable for any cost of removal and any Damages, including physical, caused by such an event.
- E. All animals shall be registered within 30 days of the acceptance of these rules By the Board of Directors. All pets must be registered with the Property Manager along with proof of license and shots where applicable. All animals Acquired after these rules take effect must be registered within 30 days. Registrations will be renewed on an annual basis. Owner of pet must pay currant registration fee.
- F. **Any animal currently residing here at the time these rules are adopted That does not meet the above weight requirements shall be allowed to stay for Their lifetime as long as the owner remains a resident, Provided that all other rules are followed.**
- G. **Pet owners must immediately pick up after their pets or face a fine.**

IX Patios and Decks.

- A. Residents are responsible for keeping the patio/deck clean and neat at all times. All trash must be kept on the rear patio/deck in a covered trash can. No trash cans are allowed at the front of the unit.

- B. Patios may not be used as storage or in any way that may distract from the appearance of the building.
- C. No rubbish or debris shall be placed or permitted to accumulate upon any patio/deck including, but not limited to, the following:

Tires, appliances, furniture, other than patio furniture, auto parts, lawn mowers, ladders, cabinets, storage containers, etc.
- D. No awning or other projections shall be attached to the outside walls of the building, and no outside blinds, shades or screens shall be attached to, hung or used in conjunction with any patio, window or door of the unit without the prior written consent of the Homeowners Association.

IX. Signs.

- A. No signs of any kind shall be displayed except for the standard real estate signs, i.e. *For Sale* or *For Rent*. Only one sign is authorized and that sign must be placed in front of the unit. Additional signs at curbs or at the entrances to Victoria Village are prohibited and will be removed.
- B. The Association shall permit one political sign per political office or ballot issue that is contested in a pending election. The maximum size allowed is 36 by 48 inches. The Association prohibits the display of political signs earlier than 45 days before the day of an election and must be removed 7 days after the election day.

X. Air Conditioners.

- A. Exterior window, wall-mounted, or other sleeve-type air conditioners or fans are not allowed.
- B. Central air conditioning is allowed. The compressor must be placed on the patio.

XI. Antennas.

- A. No exterior antennas are allowed. However, as a result of Federal Communication Commissions directive, Satellite dishes up to one (1) meter in diameter are authorized.

- B. To install a satellite dish, you must contact the Association manager for an authorized location for the dish. (It is the intent of the Association that all satellite dishes be installed in the back of the unit so as to not be visible from the front of the unit).

XII. Trash Collection.

- A. All trash must be placed in strong plastic trash bags or trash containers and deposited at the curb for pick-up before 7:00 A.M. on Thursday mornings. (Grocery or shopping bags are not considered to be valid plastic trash bags).
- B. Please do not put trash out any earlier than Wednesday evening. Fines in the amount of \$50 will be levied against units that place trash out early. Subsequent violations will result in increased fines.
- C. On weeks where there is a major holiday (New Years, Memorial Day, July 4th, Labor Day, Thanksgiving or Christmas), the trash pick-up is one day later or on Fridays. (Only if the holiday falls on a Monday, Tuesday, Wednesday, or Thursday)

XIII. Exterior Maintenance.

In addition to the common area, the Association is responsible for exterior maintenance of all buildings with the following exceptions: The Association does not maintain doors, glass windows, screens, locks, skylights, doorbells, or front and rear porch lights.

XIV. Children.

- A. Children must be closely supervised at all times. **All toys, children's play articles, etc. must be kept inside the unit or placed neatly on the rear patio when not in use.**
- B. Unsupervised young children should not be playing in the road or parking areas where they are dangerous to vehicular traffic.
- C. Owners and occupants are responsible for any damage done by children to the building exterior, grounds, landscaping, or common areas. Children shall at all times avoid making unnecessary noise that may disturb other residents.
- D. Day care facilities are prohibited in Victoria Village.

XV. Insurance.

- A. Nothing shall be done or kept in the Subdivision which will increase the rate of insurance on any Association property without the approval of the Board, nor shall anything be done or kept in the subdivision which would result in the cancellation of insurance on any Association property or which would be in violation of the law.
- B. The Association provides structural insurance for each and every unit in Victoria Village. The Association's insurance has a deductible, thus there could be damage to a unit and it would not be covered by the Association because the damage is under the deductible amount.
- C. All owners are encouraged to contact the Association Manager and/or their own insurance representative to ensure that they have adequate insurance coverage.

XVI. Pool Use and Schedule.

Victoria Village Swimming Pool Rules

Critical Information:

All Parents and adults at Victoria Village need to know and understand that the **SWIMMING POOL HAS NO LIFEGUARD!**

Entry to and from the pool is controlled by a computer that electronically activates the gate when you place your card near the card reader. **AT 10:00 P.M. THE COMPUTER WILL AUTOMATICALLY LOCK THE POOL GATE UNTIL 9:00 A.M. THE FOLLOWING MORNING!** I repeat, THE GATE LOCKS AUTOMATICALLY AT 10:00 P.M. **Your pool card will not open the gate after 10:00 P.M.**

Because there is no LIFEGUARD AT THE POOL, **it is critical that CHILDREN UNDER 13 YEARS OF AGE BE ACCOMPANIED BY A PARENT OR AUTHORIZED ADULT (18 YEARS OR OLDER).** Almost every year in Colorado Springs at least one child will drown in apartment or town home swimming pools. We need the help and support of all adults to prevent this sort of tragedy at Victoria Village.

- A. **Use and Schedule:**
 - 1. The pool will be open from Memorial Day weekend until Labor Day weekend. Pool hours are 9:00 A.M. to 10:00 P.M. Adult swim (18 years or older) 9:00 P.M. to 10:00 P.M.
 - 2. Residents and no more than two (2) ESCORTED GUESTS PER UNIT will be permitted to use the pool.

3. Pool gate cards may be obtained from the Association Manager by calling 594-0506. Owners of unit who are in arrears in payment of association dues will not be issued pool cards and are prohibited from using the pool.

B. **General Information:**

1. The Board of Directors or any residents have the authority to close the pool at any time due to unsafe weather conditions or as a result of any unsafe condition.
2. The pool cannot be reserved for private use.
3. Everyone should take a shower before entering the pool
4. Excess suntan oil or lotion should be removed before entering the pool.
5. No excessive noise will be tolerated in the pool area.
6. Any obnoxious, intoxicated resident or guest shall be banned from the pool and pool areas. Residents are totally responsible for their guests.

C. **Swimming Attire:**

1. **Residents and escorted guests must be properly attired in swimsuits. Shorts, cut-off jeans, play suits, etc. are not authorized.**
2. Infants or small children must use a bathing suit. The fibers from diapers clog up the filter system of the pool.
3. Bobby pins and hairpins are to be removed before using the pool.
4. Swimming caps or hair ties are required for anyone with shoulder length or longer hair.

D. **Safety Precautions:**

1. Residents and escorted guests will not throw foreign matter or debris into or about pool.
- 2.

Inappropriate equipment will not be allowed in the pool area, i.e. boards, Oversized float devices or toys and/or excessive amounts of toys etc.

3. No pets will be allowed in the pool area.
4. Persons with infections diseases, open sores, bandages, or recent vaccinations are not allowed in the pool area.
5. Only non-breakable containers are permitted in the pool area. Food and drinks will be confined to the grass area and not alongside the pool.
6. Roughhousing, running, spitting, undue splashing, and obscene language will not be tolerated.
7. CHILDREN UNDER 13 YEARS OF AGE WILL BE ACCOMPANIED BY A PARENT OR AUTHORIZED ADULT (18 YEARS OR OLDER). CHILDREN UNABLE TO SWIM, REGARDLESS OF AGE, MUST BE ACCOMPANIED BY AN ADULT.

E. **Posting of Rules:**

1. A copy of the major rules will be permanently posted in the pool area.
2. Three infractions of these rules by any resident could result in an assessment by the Board of Directors and/or suspension of the use of the pool.

XVII. Miscellaneous.

- A. Owners and/or occupants shall not create any situation wherein their actions or conduct, as determined by the Property Manager or the Board, represents a nuisance or disturbance to other residents. This includes, but is not limited to, noise, loud music, late-night parties, etc.
- B. Owner and/or occupants shall not store or keep flammable fluids, solvents or toxic materials of any kind in the unit or storage areas.
- C. The kitchen and bathroom fixtures shall not be used for purposes other than those for which they are designed and no improper materials, substances, or articles shall be put therein.
- D. During periods of extreme cold, it is the responsibility of each owner and occupant to maintain a temperature within their unit sufficient to prevent interior pipes from freezing. If an occupant turns his thermostat to a low setting and leaves the unit unattended during periods of extreme cold, there is a risk of pipes freezing and causing substantial damage to the unit and

possibly to the adjoining units. If such damage occurs, Victoria Village Homeowners Association and its insurance shall not be liable.

- E. Do not leave hoses attached to the outside faucet during periods of possible overnight or daytime freezing. The faucets (silcots) must be allowed to drain freely after being turned off. If a hose is left attached to the faucet, there is a strong likelihood that the silcot will freeze and burst, and the next time the faucet is turned on, water will flood a basement and damage carpets and household furnishings, not only in your unit but also your neighbor's. You will be held financially responsible for any and all damages resulting from a frozen and burst silcot. Remember! The silcot will only freeze and burst if a hose is left attached to the faucet.
- F. Residents and guests are cautioned to drive with extreme care to avoid children, pets, and other automobiles.

XVIII. Modifications.

The Association hereby reserves the right, at any time and from time to time to modify, amend, repeal, and/or re-enact these Rules and Regulations in accordance with the Declaration, Articles of Incorporation and Bylaws of the Association, and applicable law.

XIX. General Procedure.

- A. Failure by the Association, the Board of Directors or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
- B. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the validity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.
- C. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
- D. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit, or otherwise describe the scope of these Rules and Regulations or the intent of any provision hereof.

XX. Violations of the Governing Documents.

Purpose of Article. This Article sets forth a specific procedure for addressing alleged violations of the *ARTICLES OF INCORPORATION*, the *DECLARATION OF COVENANTS*, the *BYLAWS*, and the *RULES AND REGULATIONS*. This Article will be the sole accepted procedure for dealing with the violations of the above-mentioned documents.

A. **Complaints of Violations.**

1. **The right to file a complaint.**

- a. Complaints may be filed with the Association Manager or Board of Directors.
- b. Complaints may be filed by the Members of the Association (Owners), the Board of Directors, Association Manager, Tenant, and employees under their supervision.

2. **A complaint must be in writing and include:**

- a. Nature of the violation.
- b. Date, time and place of violation.
- c. Name and address of accused, if known. If the name of the accused is not known, the Board must have some way to identify the accused (i.e. unit number).
- d. Name, address and telephone number of the complaining party.
- e. Signature of the complaining party. (The name of the complainant will remain confidential unless, if it is required, there is a formal hearing by the Board).

B. **Procedure for dealing with complaints.**

1. **Investigation** by either the Association Manager or the Board.

- a. There will be a review of all circumstances and information concerning the alleged infraction of the rules, by either the Association Manager or the Board.
- b. If the review of reveals a probable violation of the governing documents and requires further action, the Owner of the unit where the Alleged Offender (himself, tenants, or guest) lives or is a guest, will be notified by letter.

c. **The Letter from the Association to the Owner** of the unit where the **Alleged Offender** (himself, tenant, or guest) lives or is a guest, will be delivered personally or sent by regular mail and certified mail, return receipt requested.

d. **Period of Grace.** The Owner being subject to penalties, will have fifteen (15) calendar days in which to respond, by appearing before the Board or by letter, from the date that notice is personally delivered or the certified mail is signed for or refused or, in the case that the letter is unclaimed, from the date of the last delivery attempt (such day established by the date placed on the domestic return receipt or the date stamped on the unclaimed envelope).

e. **Required Response by the Owner** of the unit where the **Alleged Offender** (himself, tenant, or guest), lives or is a guest. The Owner must respond, by appearing before the Board or by writing to the Association Manager or Board, declaring that the violation has been corrected or that they will appear before the Board at its next scheduled business meeting (if within fifteen calendar days), or at a meeting (within fifteen calendar days) with at least three Members of the Board, to clarify the situation. If the Board deems it necessary, it will schedule a formal hearing.

f. **Failure to Respond** in writing or to appear at the scheduled meeting will be construed as **an admission of the violation**. The appropriate fines then will be levied, and damages, if any, will be billed to the Owner of the unit where the Offender lives or is a Guest.

2. **Resolution of the Issues.**

- a. The Association Manager and the Board will attempt to resolve the complaints in an equitable fashion.
- b. The Board may judge the complaint or complaints well founded and impose appropriate fines and penalties.
- c. The Board may call a formal hearing or the Owner involved may request it.

3. **A formal hearing by the Board** may be scheduled, if the Board decides that the circumstances warrant it, to determine the merits of the complaints and decide on the appropriate action.

- a. **All hearings will be presided over** by the President of the Board, or by a person designated by him. The presiding officer is in complete control of the meeting and may suspend and reschedule the hearing for any reason he deems appropriate, including confusion and disorder in the room.
 - b. **The Owner of the unit** (or recognized representative) where the **Person Charged** (himself, tenant, or guest) lives or is a guest, and the **Person Charged** must be present.
 - c. **The specific rule or regulation allegedly violated** will be read and briefly reviewed. Then the specifics of the complaint, including the date and place, will be given.
 - d. **The Person Charged will be asked to admit or deny the charge.**
 - e. **If the charge is denied**, the complaining witness or other witnesses will describe circumstances of the complaint. No charge will be upheld without direct evidence of witnesses. All Board Members may assist by asking questions of the witnesses.
 - f. **The Person Charged** (owner, tenant, or guest) may question each witness against him in turn, but only to question them at that time, not to make his own statements.
 - g. **When all complaining witnesses have been heard**, the **Person Charged** may make statements in rebuttal and may provide witnesses in support of his position. All Board Members may assist by asking questions.
4. **Judgment of the Board.** When all witnesses have been heard, the Board may, at their discretion, discuss the statements in private and will then vote whether or not to uphold the complaint. A simple majority vote will stand.
- a. The Board may direct any of the following:
 - 1) **That the complaint be dropped**, with no further action.
 - 2) **That the complaint has been substantiated and**
 - **That a fine be levied.**
 - **That Member privileges be withdrawn or limited.**
 - **That legal action (lawsuit) is to be initiated.**
 - **That other action be taken as specified by the Board.**

3) **Suspend the fine**, pending no future violations for the next twelve (12) months. If there are future violations, the original fine will be levied plus the fine for the second offense.

b. The result of the vote will be announced to all at the hearing. In addition, the Board of Directors will notify in writing the Owner of the unit where the Violator (Owner himself, Tenant, or Guest) lives or is a Guest, of the violation for which the fine is being levied, the amount of the fine, and the due date of the payment of the fine. If the fine is not paid on the first day of the month following notification by the Board, appropriate action may be initiated by the Board.

C. Fines and Penalties.

1. **Fines** for not complying with the ruling documents of the Association are:

a. **1st offense** **\$50.00**

b. **2nd offense: 1st offense repeated or violation of another provision of the ruling documents within twelve months** **\$100.00**

c. **3rd offense within twelve months** **\$200.00**

d. **In the case of flagrant, repeated, and excessive violations, the fine may be treated as determined by the Board.**

2. **The daily additions to a fine.** Should the Board determine that a violation continues to occur and has not ceased, an additional daily fine will be charged from the day that the notice of violation is delivered personally or the notice sent by certified mail is signed for or refused or, in the case that the letter is unclaimed, from the date of the last delivery attempt (such day established by the date placed on the domestic return receipt or the date stamped on the unclaimed envelope).

3. Monies collected from fines will be placed in the Association's Operating Account.

D. Settlement of Board Judgment Against an Owner.

1. If the complain is upheld or admitted, the Owner may be required to make restitution for damages and/or pay a fine up to a maximum of fifty dollars (\$50.00) for a first offense, payable to the Association.

2. This fine, and/or damages, will be due and payable with the next installment of Association fees.

E. **Notice of Board Judgment to the Owner.** A *NOTICE OF JUDGMENT* will be given personally to the Owner or sent by the Board or Association Manager by regular mail and certified mail, return receipt requested. This written notice will clearly state:

1. The nature of the failure to conform to the regulating documents of the Association.
2. The amount of the fine and/or damages.
3. The possible daily addition to the assessment until it is paid in full. The daily fee will start on the date that offender is notified in person, or notice of assessment, sent by certified mail, is signed for or refused or in the case that the letter is unclaimed, from the date of the last delivery attempt (such day established by the date placed on the domestic return receipt or the date stamped on the unclaimed envelope.).

F. **Recourse to Legal Action to Enforce Compliance and/or for Collection of Unpaid Debts.** The Board of Directors will, through its Association Manager, seek to collect promptly all damages and fines. If it is necessary, the Board will instruct its attorney to seek judgment for said amount (to include attorneys' fees), obtain an injunction requiring the cessation of violation (such as the removal of a pet), file a post-judgment lien to ensure payment, garnish wages, and any other legal remedy or recourse that the Board may have, to enforce compliance with its governing documents and Board decisions.

XXI. Referral to Civil Authorities.

Any action or incident which occurs within the confines of the property of the Association which is a violation of a City, County, State or Federal law may be referred to the appropriate law enforcement agency by the Board of Directors. Residents who are involved in or witness to such violations should report the incident directly to the civil authorities. The Association Manager should not be expected to intervene but should be informed.

Notes:

- a. Whenever used, days will be defined as calendar days.
- b. Whenever used, unless the contents otherwise provide, the singular number will include the plural, the plural the singular, and the use of any gender will include all genders.

- c. The term Resident refers to Owners, Tenants, Guests in residence more than twenty-five (25) days, and any other persons occupying or residing in the unit with the Owner's consent.
- d. The term Association Manager is used interchangeably with the terms Managing Agent and Property Manager in the Association's various documents.
- e. The term Complex refers to buildings, grounds, recreational facilities and driveways that together form the property owned by Victoria Village Homeowner Association.
- f. Unpaid accounts with the Association will not be forgiven with the adoption of this edition of the Rules and Regulations. Fines and penalties will be adjusted where applicable.
- g. Unpaid accounts with the Association will not be forgiven with the sale of the unit.

Adopted by the resolution of the Board of Directors of Victoria Village Homeowners Association at a meeting held on June 19, 2007, with the effective date of these Rules and regulation to be June 28, 2007.

Snow Removal: As per the city code the homeowners association has 24 hours, after the termination of the falling snow, to remove the snow from the sidewalks, street, and the parking areas. We try to remove the snow as quickly as possible depending on the storm. Realize that when the storm is in progress and the snow is being blown back on the walks as fast as the shovellers are removing it, we will normally terminate the snow removal effort until the storm decreases or stops.

Everyone is reminded that during the winter months when there is snow and ice on the ground, all residents should use extreme care when walking on the sidewalks and in the parking areas.

**SUBMITTED TO THE BOARD OF DIRECTORS AT THEIR REGULAR MEETING
TUESDAY MARCH 20, 2007 BY THE BY-LAWS/RULES AND REGULATIONS
COMMITTEE.**

(signature on file)

John Smith (President)

(signature on file)

Betty Johnson (Secretary)