

EAGLE VILLAGE RULES & REGULATIONS

1.1-11.3 RULES & REGULATIONS

1 Definitions

- 1.1 "Common Area" is defined in accordance with Section 2.9 and 2.10 of the Declarations.
- 1.2 "Owner" refers to Owners of Unit as listed on Deed/Title.
- 1.3 "Occupant" includes "lessees, guests, employees, invitees of such persons." Consult Section 2.13 of the Declarations.
- 1.4 "Board of Directors" serves as the representative and elective body of Owners at Eagle Village Condominiums responsible for the establishment, revision, and procedures of enforcement of the rules and regulations.
- 1.5 "Property Manager" serves as the administrative body responsible for the enforcement of these rules and regulations as established, revised and directed by the Board of Directors.

2 Offensive or Unlawful Activities

- 2.1 No noxious or offensive activities shall be carried out in any Unit of Eagle Village.
- 2.2 Unit Owners/Occupants shall exercise extreme care not to create odors or make noises which may disturb other Unit Owners/Occupants. This includes the use of musical instruments, radios, televisions, amplifiers or excessive tool use.

3 Animals

- 3.1 No animals shall be raised, kept or permitted within Eagle Village without the consent of the Board of Directors.
- 3.2 No animals shall be permitted to run at large, nor shall be kept, bred or raised for commercial purposes or kept in unreasonable numbers.
- 3.3 Any inconvenience, damage or unpleasantness caused by such animals shall be the responsibility of the respective Unit Owner/Occupant.
- 3.4 All waste caused by such animals shall be cleaned up and properly disposed of by the respective Unit Owners/Occupants thereof immediately upon the creation of such waste.
- 3.5 All dogs shall be kept on a leash while outside a Unit at Eagle Village.
- 3.6 No dog shall be permitted to use any of the elevators in Eagle Village without being leashed and escorted by Unit Owner/Occupant escort. Escort exceptions to this policy include all Owners/Occupants/Visitors requiring the assistance of special needs animals (e.g. guide dogs, therapeutic or mental health related animal companions).
- 3.7 No animals shall be allowed to create or cause any disturbance or nuisance of any kind. If any animal does cause or create a nuisance or an unreasonable disturbance, such as excessive barking, the Owner of the Unit where such animal resides, whether said animal belongs to Owner/Occupant or Visitor of Owner/Occupant, shall be subjected to violation and the associated fine schedule detailed in Element 10 of this document. Excessive violations may result in the Board of Directors taking steps to permanently remove the animal from Eagle Village.
- 3.8 No renter shall be allowed to have pets. Existing renters as of the 2016 annual meeting date, August 16, 2016 shall be grandfathered in until the time they move out. Violators will be fined according to the fee schedule.

4 Exterior Care & Appearance

- 4.1 No change shall be made to exterior of Unit without prior written consent of Board of Directors of Eagle Village.
- 4.2 Unit Owners/Occupants shall not create apertures in the exterior walls nor cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls, doors or windows of the building, including the exterior surfaces of the balconies.
- 4.3 No Unit Owner/Occupant shall grow any kind of plant, shrubbery, flower, vine or grass outside Unit, except with prior written consent from the Board of Directors.

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- 4.4 Garments, rugs, laundry and other similar items may not be hung from unit windows, facades, decks or balconies.
- 4.5 No personal property, except outdoor furniture and barbeque units in good condition and repair, shall be stored in any balcony. Sofas, dog shelters, bar tops or firewood are examples of items not permitted to be stored in any balcony.

5 Use of Common Area Elements

- 5.1 No Unit Owner/Occupant or visitor thereof shall be permitted to loiter, skateboard, or conduct any activities considered offensive, threatening to personal safety or property, and/or disturbing to Unit Owners/Occupants of Eagle Village.
- 5.2 No Unit Owner/Occupant shall store any items in the Common Area corridors or obstruct clear passage way for evacuation of Owners/Occupants. Shopping carts are not permitted to be stored on the property, as these items are not the property of Eagle Village. If Unit Owners/Occupants use Smith's shopping carts, they must return aforementioned carts to Smith's parking lot immediately after use.
- 5.3 Damages to Units and Common Area Elements as a result of an act or neglect of Unit Owner/Occupant, pet or visitor, then respective Unit Owner/Occupants shall pay for such damage and such maintenance, repairs and replacements.

6 Use of Parking Spaces

- 6.1 Unit Owners/Occupants shall park only in those areas designated as "Tenant/Residential Parking" and only in those spaces assigned to aforementioned Unit.
- 6.2 Unit Owner/Occupant may use parking spaces to store **small** recreational items (e.g., ATVs, small boats, small trailers, etc) No Unit Owner/Occupant shall store any other items (e.g., maintenance/service items or tools, flammable products, construction material, tool boxes, etc).
- 6.3 Visitors must either park in exterior lot or in visitor parking spaces or in those spaces of Owner/Occupant with which visitor is associated.

7 Use of Common Area Utilities

- 7.1 No Unit Owner/Occupant or visitor shall use common area utilities for personal use at the expense of the Association.
- 7.2 Since fireplaces are operated off of the common area gas line, no Unit Owner/Occupant shall make excessive use of the fireplace at the expense of all other Unit Owners/Occupants at Eagle Village. Fireplaces in each unit are designed for aesthetic purposes only and are not designed for heating purposes.
- 7.3 No Unit Owner/Occupant or visitor shall use common area utilities for plugging in diesel trucks during the winter months. No Unit Owner/Occupant or visitor shall use any electrical cords extending from Units into common areas without prior written approval from the Board of Directors.

8 Waste Disposal

- 8.1 Owner/Occupant shall place all garbage inside dumpsters. If dumpster is full, Owner/Occupant shall call Property Manager to have extra waste removal service immediately arranged. Owner/Occupant shall not place items outside of dumpsters.
- 8.2 Owner/Occupant shall dispose of all residential receptacle waste using tied garbage bags and boxes must be broken down to maximize available space. As an environmentally responsible HOA, we encourage all homeowners/occupants to please make serious efforts to recycle all plastics, cardboard, paper, aluminum; to reuse those items that can eliminate excessive waste; and to reduce the use of many items that will in turn reduce the amount of solid waste. In addition, any packaging items, like Styrofoam peanuts, must be disposed of in sealed bags to prevent them from spreading outside of the dumpster. For information on Recycling Programs, please call (307) 733-7678
- 8.3 Owner/Occupant shall be responsible for arranging removal and for all fees associated with such removal of any items deemed unacceptable for dumpster disposal. Examples of some items considered unacceptable for dumpster disposal include, but are not limited to, refrigerators, stoves, sofas, mattresses, televisions, microwaves, hazardous waste, motor oils, and flammable items.
- 8.4 Owner/Occupant shall not obstruct the dumpster-truck's access to the dumpster with vehicles, garbage, appliances, or any other items that can prevent regular waste disposal.

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8.5 Dumpster usage is for the businesses and residential use of all owners/occupants. As such, no owner/occupant shall use dumpster for business purposes unless said owner/occupant's business is physically located within a unit of Eagle Village Condominiums; nor shall any business owner whose said business is physically located within a unit of Eagle Village Condominiums use dumpster for disposal of residential waste unless said business owner is a physical resident of a unit of Eagle Village Condominiums; nor shall any business owner whose said business is physically located within a unit of Eagle Village Condominiums use dumpster for disposal of waste generated from a business that is not physically located at Eagle Village Condominiums.

9 Responsibility of Owner/Occupant

- 9.1 According to Eagle Village's Condominium Declaration Article 17.1, "Each Owner and Occupant must adhere to the provisions of declarations and bylaws of the Association.
- 9.2 Unit Owner shall be responsible for all damages, repairs and associated costs as a result of any negligent act or intentional act in violation of these rules and regulations that result in damage to Unit(s) and Common Area Elements.
- 9.3 Unit Owner shall be responsible for all violations and all fines associated with said violations committed by said Owner and all Occupants associated with said Owner's Unit.
- 9.4 Unit Owner/Occupant shall be responsible for paying all fees assessed as a result of a violation of these rules and regulations, regardless of whether or not any damage to Unit(s) and Common Area Elements is evident.
- 9.5 The Owner is required to give ten (10) days notice in writing of all new or vacating Occupants who are leasing Owner's unit or are residing in Owner's unit for at least a week or more of which said Owner is absent. Information of new or vacating Occupants must be provided to the Property Manager. Information to be provided shall include "Owner name and Unit Number"; "Name(s) of Occupant(s)"; "Length of Stay, including arrival and departure dates"; Telephone contact of Occupant(s)"; "Vehicle Identification and License Plate Information.

10 Fee Schedule

10.1 Fee schedule is based upon individual "type" of Offense and is not based on a collection of different types of offenses. For instance, offenses related to storing a trailer in a parking space will incur a separate fee schedule than offenses related to violations in storing shopping carts in hallways.

10.2 FEE SCHEDULE:

- First Offense:* Written warning notice sent registered mail to the current owner of the unit.
- Second Offense:* \$50.00
- Third Offense:* \$100.00
- Fourth Offense:* \$200.00
- Offense thereafter:* Fine is two times (x2) the amount of previous offense.

11 Governance/Enforcement

- 11.1 In accordance with Article 9.4 of the Declarations, Eagle Village Homeowner Association "may make reasonable rules and regulations governing the use of the Units and of the General Common Elements."
- 11.2 The Board of Directors shall reserve the right to enforce these Rules & Regulations and to impose fees as necessary to ensure a high standard of public safety, appearance and value of Eagle Village Condominiums and to ensure the high standard of quality living for all Owners/Occupants of Eagle Village HOA.
- 11.3 The foregoing Rules and Regulations were adopted by the Board of Directors at a regularly scheduled Board meeting on the 15 day of June, in the year 2004. Section 6.2 was amended at the 2007 Annual meeting on the 6 day of March, in the year 2008. Section 3.8 was amended at the 2016 Annual Meeting on the 16 day of August in the year 2016.