

# Turnbridge Condominiums Rules and Regulations

Turnbridge Homeowners Association  
Council Bluffs, Iowa

In addition to the Declarations, Bylaws and Rules and Regulations established, the following Rules and Regulations have been Amended, Restated and Adopted by the Turnbridge Homeowners Association  
July 1, 2020

## **Assessments/Monthly HOA Dues**

To meet monthly operating expenses, assessment fees (HOA Dues) and miscellaneous charges are due on or before the first (1st) day of each month. The HOA's management company will provide each Homeowner with options to pay by electronic payment and Homeowners may receive a complimentary monthly statement. Failure to receive a statement does not, however, abrogate the Homeowner's obligation to pay all charges on a timely basis. The Association allows a ten (10) day grace period. Therefore, payment received after the tenth (10th) of the month shall be assessed a late fee, interest and costs and expenses incurred in collection. The late fee will be fifty dollars (\$50.00). Returned check or insufficient ACH transaction will be assessed a thirty-five dollar (\$35.00) fee.

## **Attorney Fees**

If a Homeowner fails to pay any Assessment or any other amount due to the Association as provided in this Declaration, the Association may require reimbursement for reasonable attorney fees and costs, without the necessity of commencing a legal proceeding. If a Homeowner or a Homeowner's family member, guest, tenant, invitee, or licensee fails to comply with any other provision of the Governing Documents, the Association may seek reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the party prevailing on each claim the prevailing party's reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against a Homeowner, shall be charged as an Assessment, and shall constitute a lien against the Condominium.

## **Building Entryway Doors**

For the security and safety of all residents, main common building entryway doors which provide entry into the buildings must always remain closed. The doors are fire doors and equipped with automatic closing devices and must never be propped open for an extended

period and kept free of obstruction. Residents must ensure these doors are closed after each use. Residents who willfully, knowingly, and/or unnecessarily prop a main common building entryway door open, tampers with or prohibits one from locking will receive a violation.

### **Building Water Shut-Offs**

If the water to a building needs to be shut-off due to a replacement of a hot water heater, plumbing repair, maintenance, etc., the Board of Directors must be notified, and 24-hour notice must be provided to all residents within the building. Water shut-offs should only be opened/closed and serviced by a qualified plumber. Only in the event of an emergency should the water to a building be shut-off without notice. If water is shut-off to a building and the valves are not properly opened and slowly turned back on, it can cause damage or a break to a water pipe.

### **Compliance and Enforcement**

1. Every Homeowner and occupant of a Condominium shall comply with the Governing Documents, and each Homeowner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.
2. The Association may enforce all applicable provisions of this Declaration and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:
  - a. imposing reasonable monetary fines, after notice and opportunity for a hearing, which fine shall constitute a lien upon the violator's Condominium;
  - b. suspending the right to vote or use a Common Area;
  - c. exercising self-help or taking action to abate any violation of the Governing Documents;
  - d. requiring a Homeowner, at the Homeowner's expense, to remove any structure or improvement on such Homeowner's Condominium in violation of the Governing Documents and to restore the Condominium to its previous condition and, upon failure of the Homeowner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Homeowner as an Assessment under the terms of this Declaration;
  - e. without liability to any person, the Association precluding any contractor, subcontractor, agent, employee, or other invitee of a Homeowner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;
  - f. levying specific Assessments to cover costs incurred by the Association to bring a Condominium into compliance with the Governing Documents; and
  - g. bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

3. In addition to any other enforcement rights, if an Homeowner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Condominium and the Homeowner as a specific Assessment. The Association shall provide the Homeowner reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.
4. All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.
5. The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action.

### **Contractor Insurance**

All contractors who do work within the Community must be licensed, bonded, and carry workman's compensation insurance.

### **Feeding Wildlife**

All bird feeders and other methods of feeding wildlife (raccoons, squirrels, deer, etc.) is prohibited in the Community.

### **Fire Alarm System and Fire Extinguishers**

Each building is equipped with a fire alarm system. The system will sound and notify the emergency authorities if engaged. The buildings and the condominium units do not have a sprinkler system. Fire alarm systems and fire extinguishers are inspected annually. Fire alarm systems and fire extinguishers are only to be used in the event of an emergency.

### **Fireplace Chimney**

The fireplace chimney vents hot gases, soot, and embers from the fireplace. Over time, the inside of the chimney is coated with soot, which can lead to chimney fires. Smoke leads to a buildup of creosote, which is a byproduct of wood combustion consisting mainly of tar that also commonly causes chimney fires. In addition, bird nests or other obstructions in chimneys can lead to carbon monoxide poisoning when gases are forced into units. It is the responsibility of the unit Homeowner to ensure their chimney is inspected and cleaned on a regular basis by a professional chimney sweep.

**NOTE:** The buildings and the Condominiums do not have a sprinkler system. The Condominiums' fireplaces are inept wood burning systems. The parts and screen doors are obsolete and the Association's Insurance company does not recommend using the fireplaces for safety reasons. If a resident maintains on having a fireplace for heating or ambiance, the Board of Directors recommends utilizing an electric fireplace, until such time it is feasible to seal up

the fireplaces and cap the chimneys. Replacing the wood burning systems with gas fireplace units is cost prohibited and not possible.

## **Fireplace Safety**

Each Condominium has one small wood burning fireplace. It is the responsibility of the unit Homeowner to ensure the fireplace is used correctly, watching out for sparks, smoke and that the proper wood burning fuel is used. It is the responsibility of the unit Homeowner to ensure that ashes are safely stored in a tightly covered metal container and disposed of away from the Community. Ashes are not to be discarded into the trash dumpster. The ashes or heat from the container can easily cause trash and other debris to catch fire.

**NOTE:** The buildings and the Condominiums do not have a sprinkler system. The Condominiums' fireplaces are inept wood burning systems. The parts and screen doors are obsolete and the Association's Insurance company does not recommend using the fireplaces for safety reasons. If a resident maintains on having a fireplace for heating or ambiance, the Board of Directors recommends utilizing an electric fireplace, until such time it is feasible to seal up the fireplaces and cap the chimneys. Replacing the wood burning systems with gas fireplace units is cost prohibited and not possible.

## **Fireworks**

For safety reasons, the use, possession and discharge of all fireworks and the like, are banned from the Turnbridge Condominiums. Fireworks cause damage to the common areas, ashes falling on roofs is a fire danger and the loud noises create anxiety for pets and people suffering from PTSD.

## **Garbage Disposal**

Please refrain from putting the following items down the garbage disposal:

- Grease, fats, oil
- Eggshells
- Pasta, rice, potatoes, potato skins
- Bones
- Stringy, fibrous foods, green vegetables, carrots
- Pits, seeds
- Coffee grounds

Putting harmful foods and liquids down your drain can not only break the disposal itself, but it can lead to clogged kitchen drains and leaky pipes under your sink. Clogged pipes lead to backups into your neighbor's sinks. Please run the water for a few minutes after each garbage disposal use. Unit Homeowners are responsible for the cost to unclog drains.

## **Indoor Common Elements**

- The common elements are clearly defined in the Declaration of Condominium Homeownership and includes all areas other than the individual units.

- It is the responsibility of the unit Homeowner to ensure the indoor general, common element, hallway carpet, walls, doors, etc., are protected against water damage and damage when remodeling, deliveries, move in/out occur, etc.
- The HOA shall professionally repair all damages to the indoor general, common element property. The unit Homeowner is responsible for damage to the property and shall be charged for any maintenance, repair, or replacement required to correct such damages. Payment will be required within thirty days of completion of repairs.
- Fire alarm systems and fire extinguishers are inspected annually. Fire alarm systems and fire extinguishers are only to be used in the event of an emergency.
- Each building has one electric panel located in a hallway. Electric panels should only be opened and serviced by a qualified electrician.
- Each building has one water shut-off located in a hallway. Water shut-offs should only be opened/closed and serviced by a qualified plumber.
- Residents are forbidden to access the building attics.
- For safety and security, hallway lighting must be a white light and always remain on.

### **Insurance Obtained by Homeowners**

Each Homeowner shall be responsible for maintaining blanket "all-risk" insurance which covers his Condominium from "wall studs in," meaning everything from the wall/floor/ceiling studs inward is covered, providing full replacement cost to the extent not covered by policies maintained by the Association, as may be further clarified in the **Maintenance and Insurance Chart**. Such insurance shall include, but may not be limited to, furnishings and personal or other property in the Condominium and liability insurance for injury, death, or damage in the Condominium. Any such policy shall contain waivers of subrogation and shall be so written that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished thereby.

### **Leasing and Occupancy**

Any Homeowner shall have the right to lease or allow occupancy of a Condominium upon such terms and conditions as the Homeowner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

1. "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Condominium by any person other than the Homeowner; for the purposes of this Declaration, leasing shall include the occupancy of the Condominium by the child or parent of a Homeowner without the Homeowner occupying the Condominium. For the purposes of this Declaration, occupancy by a roommate of a Homeowner who occupies the Condominium as such Homeowner's primary residence shall not constitute leasing.
2. Short term occupancies and rentals (of less than 1 year) of Condominiums shall be prohibited.
3. All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Homeowners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws, Design Guidelines, Policies, and any Rules and Regulations of the Association.

4. Each Homeowner who leases his or her Condominium shall provide the Association, upon request, a copy of the current lease and tenant information, including the names and phone numbers of all occupants, vehicle descriptions, including license plate numbers, and any other information reasonably requested by the Association or its agents.
5. All occupancies, leases and rental agreements of Condominiums shall state that the failure of the tenant, lessee, renter or their guests to comply with the terms of the Governing Documents shall constitute a default of the occupancy, lease or rental agreement and of this Declaration and such default shall be enforceable by either the Association or the landlord, or by both of them.
6. All occupancies of Condominiums shall be subject to the right of the Association to remove and/or evict the occupant for failure to comply with the terms of the Declaration, the Bylaws of the Association, the Articles of Incorporation, Policies, Design Guidelines or the Rules and Regulations of the Association. If the Association requests that the Homeowner evict the Homeowner's tenant based on the terms of this Declaration, and the Homeowner fails to commence such action within 30 days of the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Homeowner to comply with the Association's request to evict, the Homeowner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Homeowner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred, and court costs associated with the eviction shall be an assessment and lien against the Condominium.
7. All occupancies of Condominiums shall be subject to the right of the Association to immediately remove and/or evict the occupant per Iowa Code **562A.27A of the Uniform Residential Landlord and Tenant Law – Termination for Creating a Clear and Present Danger to Others**. If the Association requests that the Homeowner evict the Homeowner's tenant based on 562A.27A of the Uniform Residential Landlord and Tenant Law, and the Homeowner fails to commence such action per the date of the Association's request and notice, the Association may commence eviction proceedings. Upon failure by the Homeowner to comply with the Association's request to evict, the Homeowner delegates and assigns to the Association, acting through the Board, the power and authority to evict the lessee as attorney-in-fact on behalf of and for the benefit of the Homeowner. If the Association evicts the lessee, any costs, including, but not limited to, reasonable attorney fees actually incurred, and court costs associated with the eviction shall be an assessment and lien against the Condominium.
8. Leases shall be for or of the entire Condominium.
9. All Homeowners who reside at a place other than the Condominium shall provide to the Association an address and phone number(s) where the Homeowner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Homeowner to keep this information current.
10. **Required Rental Insurance** — It is understood that the Landlord or Homeowner does not maintain insurance to cover the personal property of Lessee(s) or personal injury to Lessee(s), their guest, or occupants. Lessee(s) is required to obtain rental insurance with a minimum amount of \$300,000 public liability and \$50,000 property damage from whatever

cause to his person or property and to the person or property of those on the premise with his consent, and Lessee(s) shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage throughout the term of the tenancy. Lessee(s) is responsible to obtain insurance within seven (7) days of residing on the Premises. Should any injury or damage occur within the first seven (7) days prior to obtaining rental insurance, Lessee(s) shall indemnify and hold all other parties harmless from all claims arising from any such injury or damage.

11. The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

### **Lift Station**

Turnbridge Condominiums utilizes a lift station for discarding waste liquids from the Community. The system operates like a normal sewer system, taking waste liquids from the Condominium's toilet, sink, shower, bath, dishwasher and washing machine and transferring it to the Council Bluff's sewer system.

To avoid blockages and damage to the pumps, the following items should **NOT** be placed into any sewer system:

- Glass
- Metal
- Abrasive materials including gravel, sand, aquarium stone, and coffee grinds
- Seafood shells
- Socks, rags, or cloths
- Plastic
- Sanitary napkins or tampons
- Disposable diapers
- Kitty litter
- Explosives
- Flammable materials
- Lubricating oi, grease, paint, large amounts of cooking oil
- Strong chemicals
- Gasoline or diesel
- Stormwater runoff
- Personal wipes (and other products marked "flushable")

The lift station is shared with the golf course property and is cleaned out on an annual basis. Maintenance and repair costs are shared with the golf course. Costs are allocated based on usage with most of the maintenance and repair costs allocated to the Turnbridge Community. The lift station has an electronic alarm system which notifies the Board of Directors via cell phone if there is a problem. It is incumbent upon all residents to ensure the wrong items are not put down into the drains which could cause backups of the sewer system into the ground floor units. Residents must not interfere with the functions of the lift station.

## **Marijuana/Controlled Substances**

The Controlled Substances Act makes it unlawful to manufacture, distribute, dispense, or possess any controlled substance. The federal government does not recognize any acceptable medical use for marijuana. 21 U.S.C. 812(b)(1). Therefore, under any version of Federal Law, marijuana use for any purpose is illegal.

- **Iowa's Medical Cannabidiol Program**

For any resident where a health care practitioner has certified that a resident is a patient and must receive medical cannabidiol, the following pertains:

- **Right to Quiet Enjoyment.** Residents have a right to the quiet enjoyment of their own units and should not have to endure the problems associated with secondhand smoke wafting into their units. Marijuana smoke carries the drug THC which has numerous side-effects such as a decrease in short-term memory, dry mouth, impaired motor skills, reddening of the eyes, and feelings of paranoia or anxiety. It also poses a threat to those in jobs that require regular drug testing or those who are seeking jobs where pre-employment drug testing is used. In both cases, THC will show up in their system even though it was acquired by contact with second-hand smoke. Medical marijuana smoke wafting into another resident's unit is an offensive odor and is a violation.
- **Alternatives to Smoking.** There are ways other than smoking to take the medication. It can be ingested as brownies, candies, or other edible forms. For those who cannot eat because of nausea associated with chemotherapy, patients can use e-cigarettes to inhale THC without producing secondhand smoke odors.
- **Damages.** Homeowners will be responsible for any damage resulting from a violation of this restriction, including but not limited to increased water and utility charges.

## **No Annoying Lights or Sounds**

No light shall be emitted from any portion of the Community which is unreasonably bright or causes unreasonable glare, and no sound shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive, as may be clarified in the Rules and Regulations. This includes not operating washers or dryers during quiet hours.

- Quiet hours are from 10:00pm to 8:00am on weekdays and 11:00pm to 8:00am on weekends.
- If a Homeowner has hired a contractor to perform maintenance within their unit, all work must be done during normal business hours. Normal business hours are Monday through Friday from 8:00am to 5:00pm.

## **No Annoying or Offensive Odors**

No odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive. This includes but is not limited to building materials, fireplace smoke, cooking odors and secondhand smoke, whether cigarette, cigar, or otherwise.

- **HOA Nuisance Restrictions.** Based on the nuisance provisions in the rules and regulations, secondhand smoke, whether cigarette, cigar, or otherwise, that drifts into the windows or



vents of other units, balconies, or common element areas can be restricted. If the user cannot confine the smoke to his/her own unit, the smoke becomes a nuisance that must be abated. The smoker will be required to take appropriate measures to cease his violation of the rules and regulations. The smoker may need to run **HEPA filters** inside his/her unit, seal all penetrations in walls, ceilings, and floors, and install weather stripping and door sweeps on doors to stop smoke from migrating into the common areas and surrounding units.

## **Outdoor Common Elements**

- The common elements are clearly defined in the Declaration of Condominium Homeownership and includes all areas other than the individual units.
- It is the responsibility of the unit Homeowner to ensure the outdoor general, common element, garage, landscaping, parking areas, etc., are maintained and protected against damage and destruction from vehicles, pets, negligence, etc.
- The HOA shall professionally repair all damages to the outdoor general, common element property. The unit Homeowner is responsible for damage to the property and shall be charged for any maintenance, repair, or replacement required to correct such damages. Payment will be required within thirty days of completion of repairs.
- Each building has two outside faucets for maintenance of grounds and buildings when necessary. Outside faucets are not to be used for washing cars or for any other purpose.
- Residents must stay off buildings and garage roofs.
- Residents must not interfere with the functions of the lift station.
- For safety and security, outside lighting must be a white light and always remain on throughout the night.

## **Parking, Storage and Repairs of Vehicles**

### **1. Definitions**

- A. Abandoned or disabled vehicle** — Inoperable, unused, unregistered, or abandoned vehicles. Any vehicle which has not been driven under its own propulsion for a period of two weeks or longer. An exception from this two week period, for the purpose of keeping a vehicle within the Community during an extended vacation or an illness, may be requested for a Homeowner by sending a written request to the Association.
- B. Campers** — An item of mounted equipment, weighing more than 500 pounds, which when temporarily mounted on a motor vehicle adopts such vehicle for use as temporary living or sleeping quarters.
- C. Commercial Vehicles** — Campers, motor homes, boats, trailers, and trucks more than three quarter (3/4) ton.
- D. Emergency Vehicle** — A motor vehicle that meets all of the following criteria:
  - a.** The vehicle is required by a Homeowner's employer to be parked at the Homeowner's residence as a condition of the Homeowner's employment; And
  - b.** The vehicle has a gross weight of ten thousand pounds or less; And

- c. The vehicle is used by a Homeowner who is a member of a volunteer fire department or employed as an Emergency Service Provider; And
- d. The vehicle bears an official emblem or other visible designation of the Emergency Service Provider.

If requested by the Association, a Homeowner shall provide proof, in a means acceptable to the Board of Directors, of qualification of a vehicle under the above definition.

- E. **Emergency Service Provider** — A primary provider of emergency firefighting, law enforcement, ambulance, emergency medical or other emergency services. Providers of water, electricity, gas, phone, and communication services are specifically excluded from the definition of Emergency Service Provider.
  - F. **Fire Lanes** — Fire Lanes in the Community include any common area marked fire lane.
  - G. **Recreational Vehicle** — Any motorized or non-motorized vehicles whose primary purpose is for recreation, specifically including but not limited to jet skis, boats, water bikes, snowmobiles, all-terrain vehicles, dirt bikes, motor bikes, campers, motorcoaches, trailers, vehicles containing cooling and/or bathroom facilities, and golf carts.
2. **Number of Vehicles** — The occupants of each unit are limited to a total of three motor vehicles per unit which shall not include motor vehicles for visitors or guests.
  3. **Emergency Vehicle Parking** — Notwithstanding any covenant, rule or regulation to the contrary, including covenants, rules or regulations that prohibit parking overnight or for designated periods of time, any Emergency Vehicle may be parked by the Homeowner on any street or visitor parking area in the Community. While parked, the Emergency Vehicle shall not obstruct emergency access or interfere with the reasonable needs of other unit Homeowners to use the common area within the Community, as determined by the Board of Directors.
  4. **Limited Common Element Garages** — Each Homeowner of a Condominium shall be entitled to the exclusive use and occupancy of the Garage which is appurtenant to such Condominium. The right to use and occupy the Garage may not be sold or conveyed separately from the Condominium to which the Garage is appurtenant. Garages are for parking of one vehicle. The conversion or alteration of Garages for other uses such as living areas, storage areas or workshop areas that hinder or prevent the parking of the number of vehicles for which the Garage was originally designed is prohibited. Garages must be used for vehicle parking and not exclusively for storage. Every Homeowner which has at least one passenger vehicle must use their appurtenant Garage for the parking of one of its vehicle(s). The exclusive right to use individual Garages is conveyed with title to the associated Condominium.
  5. **Garage Doors** — For the safety and security of all residents, and to prevent wildlife from entering Garages, when Garages are not in use Garage doors must be closed.
  6. **Homeowner Parking** — Each Homeowner is assigned a Garage for parking of one vehicle and there are two assigned parking spaces per unit. In addition to the Garage, each unit is assigned a parking space in front of their respective building and the parking space directly in front of their assigned Garage.

7. **Visitor Parking** — Designated visitor parking spaces are available for short term use (up to 3 nights) by guests of Homeowners/tenants, or Community visitors. If visitor parking is needed for a longer visit, please contact the HOA for approval. Visitor parking is on a first come first serve basis. Parking of vehicles on grass or other common areas is prohibited.
8. **Fire Lanes** — Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.
9. **Recreational and Commercial Vehicle Parking** — All recreational and commercial vehicles as defined above, shall not be parked on the common area within the Community, or any other area within the Community. Such vehicles shall be parked, stored, or otherwise kept in an enclosed garage or in a storage facility outside of the Community. Recreational and Commercial vehicles may be parked in the Community for up to 12 hours for the purpose of loading and unloading only. This Parking Policy shall not prevent commercial or construction vehicles from parking on the common area during the course of providing services to Homeowners and residents.
10. **Abandoned and Disabled Vehicle Parking** — Abandoned or disabled vehicles shall not be stored, parked, or otherwise kept in any part of the Community Area, except in an enclosed garage. A vehicle whose registration has expired, and re-registration has not been accomplished during the "Renewal Period" as defined by Iowa law shall be deemed to be unregistered. The Association shall have the right to exercise all rights or remedies provided in the Declaration with respect to such vehicles.
11. **Fire Lanes and Snow Removal Dumping Areas** — Parking in designated fire lanes, or stopping in fire lanes, is prohibited by City Code. Violators may be ticketed by city police for fire lane violations, which are reported to them by any individual. Vehicles obstructing any portion of a fire lane or driveway will be towed away without notice. The Association may also impose any fine or penalty permitted by the Declaration or the adopted Policy as a result of such violation, as well as to exercise any other right or remedy provided in the Declaration, or the adopted Policy including but not limited to, towing. Parking is not allowed in designated snow removal areas. Vehicles parking in designated snow removal areas between the months of October through April may be towed after notice.
12. **Maintenance** — No vehicle maintenance, repair, rebuilding, dismantling, repainting, car washing or service of any kind is to be performed on the common area or otherwise in violation of any provision of the Declaration, except emergency measures to start cars or change tires. Loud noise emitting from vehicles, such as exhaust pipes, music, horns, etc. in violation of any applicable law and/or Declaration of the Association is not permitted. The Declaration bars all such noises. Any vehicle in disrepair and causing damage or stains to the common areas, to include but not limited to leaking oil, transmission leaks are prohibited to be parked in the Community. The unit Homeowner is responsible for damage to the property and shall be charged for any maintenance, repair, or replacement required to correct such damages. Payment will be required within thirty days of completion of repairs.
13. **Violations** — Any violation of this Policy may result in a fine, after notice and an opportunity for a hearing pursuant to the Association's Enforcement Policy, and/or towing as provided herein.

- 14. Requirement to Notify Tenants** — Homeowners who rent their units are required to provide their tenants with copies of the current Declaration, Articles of Incorporation, Bylaws, Design Guidelines, Policies, and Rules and Regulations of the Association.
- 15. Vehicle Towing by the Association** — The Association is authorized to tow, or cause to be towed, any vehicles, which pursuant to this policy are improperly parked within the Community Area. A written Notice of Intent to Tow shall be delivered to the unit Homeowner/Tenant or vehicle Homeowner, if known, or, if unknown, a written Notice of Intent to Tow shall be posted on subject vehicle. If the vehicle in violation of this Policy not removed within seventy-two (72) hours after the Notice of Intent to Tow is personally delivered or posted on the vehicle, the Association shall be entitled to tow the subject vehicle and the unit Homeowner/Tenant and vehicle Homeowner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.

Notwithstanding the above, if a vehicle is parked in a fire lane, blocking emergency access, blocking another vehicle or access to another Homeowner's parking space, garage or is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be given and the Association may have the vehicle towed immediately and the unit Homeowner/Tenant and vehicle Homeowner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage. This applies to any vehicle parked on grass or other prohibited common area.

Pursuant to applicable laws, no vehicle shall be parked in a space designated for handicapped parking by any sign or pavement marking using the term "handicapped," displaying a wheelchair symbol, or otherwise reasonably indicating designation for handicapped parking, unless the vehicle displays a placard or license plate issued by the Iowa Department of Transportation. The Association may cause to have towed, if the vehicle in violation is not removed within seventy-two (72) hours after the Notice of Intent to Tow is personally delivered or posted on the vehicle, the Association shall be entitled to tow the subject vehicle and the unit Homeowner/Tenant and vehicle Homeowner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.

If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing activity. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow.

- 16. Definitions** — Unless otherwise defined in this Restriction, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

**17. Supplement to Law** — The provisions of this Restriction shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Iowa governing the Community.

**18. Deviations** — The Board may deviate from the procedures set forth in this Restriction if in its sole discretion such deviation is reasonable under the circumstances.

**19. Amendment** — This Policy may be amended from time to time by the Board of Directors.

### **Private Property**

The Community is surrounded by private property. Adjacent to apartments on the north and east sides and neighboring a public golf course on the south and west sides. A fence on the north and east sides separates the apartments from the Community. The tree lines to the west and south separates the golf course and the Community. The patios and decks on the south side face the 10<sup>th</sup> hole of the golf course. **Residents are not to trespass on the apartment or golf course properties.**

### **Recycling**

Recycling is the responsibility of the unit Homeowner.

### **Reserve Fund Contribution**

At the time of the sale of each Condominium to the new Homeowner purchasing the Condominium shall pay a non-refundable Reserve Fund Contribution to the Association in an amount equal to two (2) months of the assessment fee (HOA Dues) for such Condominium to the Association, or such other amount as may be determined in the sole discretion of the Board of Directors, at the time of closing of the sale and shall be maintained for the use and benefit of the Association, including, without limitation, to meet unforeseen expenditures or to purchase equipment, property or services. Such contribution to the Reserve Fund shall not relieve a Homeowner from making regular payments of Assessments as the same become due.

### **Restrictions on Pets**

**A Homeowner must abide by all local and state pet laws and may have one dog or one dog and one cat or two cats weighing 20 lbs. or less per pet, per Condominium.** If a pet is deemed a nuisance or dangerous by the Association, the resident having control of the pet shall be given notice to correct the problem and if not corrected, that resident will be required to remove the pet from the Community upon (3) days written notice from the Board of Directors. To be permitted on any common elements, pets must be carried or on a leash, properly restrained on the common elements and never left unattended. Homeowners shall hold the Association harmless from any claim resulting from any action of their pets or the pets of their tenants, guests, or other invitees.

- No livestock or exotic animals of any kind shall be raised, bred, or kept on premises.
- Small fish and aquariums not to exceed 30 gallons are permissible. Residents will be liable for all damages resulting from overflow, leakage, or other causes of damages related to having an aquarium.

- In no event shall any Homeowner authorize, bring or keep within the Community; (a) any Pit Bull Rottweiler, Doberman Pinscher, Mastiff, Canario Presa, or any other breed known as a “fighting breed” or any dog being a mix thereof; or (b) any snakes, large lizards, reptiles, pigs, birds, spiders, rats or vermin.
- All dogs should be licensed by the city of Council Bluffs and up to date on all vaccinations.
- Pets should be taken to a grass area to relieve itself, preferably the grass area behind the garages where residents typically do not walk.
- Homeowners shall prevent their pets from soiling any portion of the buildings, sidewalks, or other cement areas, and shall promptly clean up any waste left by their pets.
- Homeowners shall use reasonable efforts to prevent any animal within his unit from making disturbing noises that can be heard from any other unit between the hours of 10:00 p.m. to 8:00 a.m. A Homeowner in violation of this section may be deemed to be permitting or causing a serious annoyance or nuisance to any other Homeowner.
- **Homeowners must clean up pet waste immediately and properly dispose of it.** If pet waste is not cleaned up properly or a pet Homeowner allows their pet to relieve itself on any portion of the buildings, sidewalks, or other cement areas, a fine will be imposed on the pet Homeowner.
- The HOA shall professionally repair all damages to the common areas caused by pets. The unit Homeowner is responsible for damage to the property and shall be charged for any maintenance, repair, or replacement required to correct such damages. Payment will be required within thirty days of completion of repairs.

### **Satellite Dishes**

Individual satellite dishes are not allowed in the Community and cannot be installed on the patio or deck railings.

### **Selling Units**

Homeowner’s **must** notify the Board of Directors that they are selling their unit prior to the date it goes on the market.

Public open houses are not permitted. Broker open houses are permitted.

### **Smoking**

- Smoking is not allowed anywhere in the indoor (enclosed) portion of the general common areas, at any time.
- Smoking is permitted on outdoor general common areas and on the limited common element deck or patio.
- Smoking is not permitted in the limited common element garage.
- Cigar and cigarette butts are not to be discarded on the general common areas parking areas, private driveway, or landscaping.
- Smoke wafting into another resident’s unit or limited common element deck or patio is an offensive odor and is a violation.

## **Speed Limit**

Residents must obey the Community posted speed limit of 10mph.

## **Trash Disposal**

It is the responsibility of all residents to not litter and pickup and properly discard trash found on the common areas. The HOA does not provide property clean up services.

- All rubbish, trash recycling materials and garbage shall be regularly removed from the units and shall not be allowed to accumulate thereon.
- Trash, garbage, recycling materials and other waste shall only be kept in sanitary containers.
- All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be screened from view of neighboring units and common areas.
- No toxic or hazardous materials shall be disposed of within the Community by dumping in garbage containers, down the drains, or otherwise.
- Dumpster on the property is to be used for every day, normal refuse.
- Cardboard boxes must be broken down prior to tossing them into the dumpster. Empty cardboard boxes rapidly fill the dumpster and causes overflow.
- The dumpster lid must always be closed to deter animals from scavenging and prevent trash from blowing out of the container.
- Overflow must be held until the dumpster is available or unit Homeowner must make separate arrangements for disposal of items.
- If moving or spring cleaning, please take all discarded items to the local dump site. Do not fill up the dumpster for this purpose.
- Dumping large items in or around the dumpster is prohibited. Homeowners must make separate arrangements for disposal of such items.

## **Trash Disposal – Do Not Dump Unacceptable Materials**

Do Not Dump the following Unacceptable Materials into the dumpster. These materials must be disposed of properly and/or taken to the Council Bluffs Landfill and/or Recycling Center.

- Ashes from fireplaces
- Automotive parts, motor oil and tires
- Batteries
- Bricks, stones, and other building materials
- Cement
- Computers, TVs, small appliances, and all other electronic devices
- Concrete
- Construction materials such as roofing, drywall, and lumber
- Drummed waste
- Gas tanks or cans
- Hazardous material such as paints, pesticides, contaminated oils, and solvents
- Liquid waste of any kind
- Mattresses, box springs, sofas, chairs, tall lamps, larger furniture items

- Medical waste such as needles or syringes
- Refrigerators, freezers, air conditioners, dehumidifiers, and other Freon-containing items
- Stoves, dishwashers, washers, dryers, hot water heaters, etc.
- Tires off their rims

## **UL Listed Electric Grill**

For everyone's safety, only UL Listed Electric Grills are authorized to be used in the Turnbridge Community. The buildings and the Condominiums do not have a sprinkler system. No charcoal fueled, propane gas or natural gas barbecue grills, hibachis or other cooking elements are permitted on decks, patios, in garages or on any property within the Community.

## **Violations**

### **Mediation/Resolution**

There may be circumstances that warrant the management company, Board of Directors or any Homeowner to enforce a policy or rule of the Community. The management company and/or Board of Directors has discretion to investigate and monitor situations, contact Homeowners and occupants, take reasonable steps to resolve problems and keep records regarding incidents.

If a Homeowner wishes to bring a complaint regarding an alleged violation of a rule or policy, the complaining party shall submit the issue in writing, signed and dated to the management company or Board of Directors. The complaint should contain substantially the following information:

- Name, address (unit number) and phone number of the complaining resident.
- Alleged offender's name and address (unit number).
- Details, picture, or a description of the alleged violation, including the date, time, and location where the alleged violation occurred.
- Statement by the complaining Homeowner that he or she will cooperate in the enforcement procedures and will appear at a hearing if necessary.
- Signature and address of the complaining party and the date the complaint is signed.

**First Complaint** - Upon receiving a complaint regarding a problem, the management company and/or Board of Directors will send a written notice to the appropriate Homeowner stating the date/time of the incident and a brief description of the reported issue and the resolution required.

**Second Complaint** - Upon receiving a second complaint regarding a repeated problem, the management company and/or Board of Directors, if deemed appropriate will assess a fine to be paid by the Homeowner within 30 days of the written notice. The management company and/or Board of Directors will send a written notice to the Homeowner indicating the assessed fine and the due date of payment.



Additional Complaints – Upon receiving additional complaints regarding a repeated problem, the management company and/or Board of Directors, if deemed necessary will assess the Homeowner a fine to be paid within 30 days of the written notice. In addition, the Board may suspend all Association voting privileges for the Homeowner after notice and hearing, for a period not to exceed ninety (90) days. The management company and/or Board of Directors will send a written infraction notice to the appropriate Homeowner indicating the assessed fine, the due date of payment and any revocation of voting privileges.

**Schedule of Fines and Penalties**

For each violation of the Governing Documents as determined by the Board of Directors, monetary fines and penalties shall be assessed against a Homeowner according to the following schedule, if a violation has not been corrected after written notice and an opportunity for a hearing has been provided:

1 <sup>st</sup> Violation	Warning or Fine up to \$200
2 <sup>nd</sup> Violation (same offense)	\$50 to \$200
Additional Violation (same offense)	\$50 to \$500
Pet Violation	\$50 for each offense

**Waterbeds**

Waterbeds or other water furniture is not permitted in any Condominium. Residents will be liable for damages (which could be substantial if this rule is broken) resulting from overflow, leakage, or other causes of damages related to a waterbed or any other water furniture.

## Maintenance and Insurance Chart

The below chart specifies maintenance and insurance responsibilities. The Association is required to carry hazard insurance on the buildings, garages, and common elements. However, in the event of a casualty of an entire building, the casualty insurance obtained by the Association on the buildings, garages and common elements does not include improvements or betterments installed by the Homeowners or personal property of the Homeowners.

Item	Association Responsibility	Homeowner's Responsibility	Other Responsibility
Landscaping	The Association is responsible for all landscaping located in the Community outside any individual patio/deck. This includes landscaping on the south side to the Golf Course property tree line; east to the fence line and north behind the garages to the fence line and west to where the private road begins after the speed bump.	The Association does not permit any landscaping within the grounds of the common area due to the negative effect it may have on drainage.	
Drive Area and Parking Spaces	The Association is responsible for the drive area and parking spaces within the Community including snow removal.		
Private Road (Macineery Drive)	The Association is responsible for snow and ice removal. (Parking is prohibited on the private road.)		The Golf Course is responsible for the repair and all other maintenance of the private road.
Sidewalks and Building Entrances	The Association is responsible for the sidewalks and building entrances including snow removal.		
Front Building Entrances and Hallways	The Association is responsible for the front entrance façade, entrance doors, locks, electrical wiring, inside lighting, fire alarm systems, fire extinguishers, carpet, stair handrails, windows, and hallways.		
Perimeter Fence	The Association is responsible for the fence line on the east side of the Community.		The Apartments are responsible for the fence line on the north side of the Community.
Garage Exterior Lights	The Association is responsible for the garage exterior lights.		

Building Exterior Lights	The Association is responsible for building exterior lights.		
Dumpster pad or enclosure	The Association is responsible for the dumpster pad and/or enclosure.		
Mailboxes - Cluster Box Unit	The Association is responsible for any items, except locks and keys, which the United States Postal Service does not maintain, repair and/or replace.	Homeowner is responsible for locks and keys to their individual mailbox.	The United States Postal Service may maintain, repair and/or replace the mailbox cluster box units; it depends on the Postmaster at the time.
Utilities	The Association is responsible for all electrical wiring, sewer, water, and/or other utility or service lines serving an entire building or more than one Condominium.	Homeowner is responsible for any electrical, pipes, lines, wires, conduits, breaker boxes and other apparatus or equipment compromising any portion of the plumbing, heating, gas sewer, electrical, communication (including without limitation, cable television service, telephone service, telephone, intranet or internet access), intercom, air conditioning, furnace, hot water heater and other utility systems serving only their individual unit and garage, except electrical to the exterior garage lights.	
Private Sewer System	The Association is responsible for the inspection, maintenance, repair, or replacement of those portions of the private sewer system from the point or points of origin on the property to the connection with the lift station.		The Golf Course is responsible for the inspection, maintenance, repair, or replacement of those portions of the private sewer system from the point or points of origin on the Golf Course property to the connection with the lift station.
Lift Station	The Association is responsible for the first \$500 toward maintenance and inspection on an annual basis. The Association is responsible for two thirds (2/3) of the balance of any annual maintenance and inspection costs and all capital expenditures exceeding the first \$500.		The Golf Course is not responsible for the first \$500 toward maintenance and inspection on an annual basis. The Golf Course is responsible for one third (1/3) of the balance of any annual maintenance and inspection costs and all capital expenditures exceeding the first \$500.
Patio/Deck	The Association may choose to uniformly and/or periodic re-stain, repair, or replace all patios/decks.	Homeowner is responsible for any surfaces or items within their individual patio/deck, including snow	

		removal. Homeowners are responsible for the maintenance, repair, and replacement of their patio/deck per Association guidelines. Board of Directors must be notified and give approval prior to any replacement of patios or decks.	
Roof	The Association is responsible for the structural portion of the roofs on the buildings and garages, to include shingles, including trusses, rafters, or other structural components of the roof.		
Gutters, Downspouts and Downspout Extensions	The Association is responsible for all gutters, downspouts and downspout extensions associated with the buildings and garages.		
Garage		Homeowner is responsible for the interior surface of the partition and interior walls, floor and ceiling, garage door and garage door opener of his unit. No Homeowner may finish or decorate the interior walls, floor, and ceiling of his garage, replace his garage door, or erect a wall or partition without the consent of the Association's Board of Directors.	
Patio/Deck Exterior Light		Homeowner is responsible for their individual exterior lights on their patio/deck, including replacement of light bulb (white light) and light fixture. Any change in light fixture needs to be approved by the Board of Directors.	
Vents		Homeowner is responsible for the vents serving their individual unit.	
Exterior Windows, Window Glass, Window Screens and Window Frames		Homeowner is responsible for the windows, window glass, window screens and window frames serving their individual Condominium. Replacement of windows must comply with Association guidelines. Board of Directors must be	

		notified prior to any replacement of windows	
Condominium Entrance Doors, Door Locks and Door Handles		Homeowner is responsible for their Condominium entrance door, door locks and door handle serving their individual Condominium. Replacement of Condominium door, door lock and door handle must comply with Association guidelines. Board of Directors must be notified and give approval prior to any replacement of a Condominium entrance door.	
Patio/Deck Sliding Doors, Door Frame, Glass and Screen Doors		Homeowner is responsible for their patio/deck sliding door, door frame, glass and screen door serving their individual Condominium. Replacement of patio/deck sliding door must comply with Association guidelines. Board of Directors must be notified and give approval prior to any replacement of patio/deck sliding door.	
Foundation/Subfloor		Homeowner is responsible for the foundation and subfloor associated with their individual Condominium and garage.	
Siding	The Association is responsible for the periodic maintenance, repair, and replacement of the entire exterior surface of buildings and garages.		
Dryer Vent/Dryer Duct Work		Homeowner is responsible for the maintenance, repair and replacement of their dryer vent and dryer duct work serving their individual Condominium.	
Fireplace, Fireplace Doors		Homeowner is responsible for the maintenance, repair and replacement of their fireplace and fireplace doors serving their individual Condominium.	
Chimney		Homeowner is responsible for the maintenance, cleaning, repair, and replacement of their entire	

		chimney serving their individual Condominium.	
Interior of Condominium		Homeowner is responsible for all interior components of their individual unit and garages from unfinished surface of the walls, ceilings and floors to include but not limited to appliances, fixtures, cabinets, carpet, tile, wood floors, texture on walls and/or ceiling, paint, furniture, and any other personal property.	
Structural Walls, Ceilings and Floors		Homeowner is responsible for their individual unit and garage's walls, ceilings, and floors, including the structural components, except for the exterior facade of the buildings and garages. Homeowner(s) who share the party wall, which is a wall shared by two or more units, are equally responsible for the party wall.	

Any other Common Areas existing in the Community and not otherwise listed above are the Association's responsibility.

Any portion of the Unit that is not otherwise listed above is the individual Unit Homeowner's responsibility.

Any personal property of Homeowners not otherwise listed above, is the individual Homeowner's responsibility.

Any Homeowner-installed Association-approved improvement not otherwise listed above is the individual Homeowner's responsibility.

**PRESIDENT'S CERTIFICATION:**

The undersigned, being the President of the Turnbridge Homeowners Association, Inc., an Iowa non-profit corporation, certifies that the foregoing Rules and Regulations was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on June 25, 2020 and in witness thereof, the undersigned has subscribed his/her names.

TURNBRIDGE HOMEOWNERS ASSOCIATION  
an Iowa non-profit corporation,



By: President — Trevor Baillie

RULES AND REGULATIONS FOR  
TURNBRIDGE CONDOMINIUMS

1. No part of the property shall be used for any purpose except housing and the common recreational purposes for which the property was designed. Each unit shall be used as a residence for a single family and guests. No portion of any unit may be used as a professional office, whether or not accessory to a residential use.

2. There shall be no obstruction of the common elements, nor shall anything be stored in the common elements without the prior consent of the Board of Directors. Each unit owner shall be obligated to maintain and keep in good order and repair his or her own unit in accordance with the provisions of the Bylaws.

3. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done, or kept in his or her unit, or in the common elements, which will result in cancellation of insurance on any of the buildings, or the contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements except where such provision is made.

4. Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors in the building, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Board of Directors.

5. No animals of any kind shall be raised, bred or kept in any unit or in the common elements without first obtaining the written approval of the Board of Directors. Nothing in these Rules shall be construed to require the Board of Directors to grant such approval. The Board of directors may adopt rules respecting the size, type and number of pets per unit and per apartment building. No animal may be kept, bred or maintained for any commercial purpose; and any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three (3) days written notice from the Board of Directors. In no event shall any pet be permitted in any portion of the common elements including any grass, unless carried or on a leash. Each unit owner shall be responsible for, and shall promptly clean up after, his pet.

6. No noxious or offensive activity shall be carried on in any unit, or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or permit any disturbing noises in the buildings by himself or herself, his or her family, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of any other unit owners. No unit owner shall play any musical instrument or operate any phonograph, television set or radio on the premises between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the buildings. No unit owner shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

7. Nothing shall be done in any unit, or in, on or to the common elements, which will impair the structural integrity of any building, or which would structurally change any of the buildings.

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8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a unit or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials.
9. Except for recreational or storage areas designated as such by the Board of Directors, there shall be no playing, lounging or parking of baby carriages or play pens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common elements, except that balconies and decks may be used for their intended purposes. Storage by owners in areas designated by the Board of Directors shall be at the owner's risk.
10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism or otherwise shall be conducted, maintained or permitted on any part of the property, nor shall any "for sale", "for rent" or "for lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any unit therein, nor shall any unit be used or rented for transient hotel or motel purposes. Right is reserved by the Developer and Board of Directors, or its agents, to place "for sale", "for rent" or "for lease" signs on any unsold or unoccupied units, but in no event will any sign be larger than one foot by two feet.
11. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Directors.
12. No public hall or any building shall be decorated or furnished by any unit owner in any manner.
13. Each unit owner shall keep his or her unit in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown therefrom, or from the doors, windows, decks or balconies thereof, any dirt or other substance.
14. All radio, television and electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements and recommendations of Underwriters Laboratories and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in each such unit.
15. The agents of the Board of Directors, or any contractor or workman authorized by the Board of Directors, may enter any room or unit in the buildings at any reasonable hour of the day after notification (except in the case of emergency) for the purpose of inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insect or other pests.
16. No garbage cans shall be placed in the halls, decks, balconies or on any staircase landings, nor shall anything be hung from the windows, decks or balconies or placed upon window-sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or decks.
17. No trailer, camper, mobile home, motor home, watercraft or snowmobile shall be placed or parked in the private parking area for more than seventy-two (72) hours, or on any common area, except as may be authorized in writing by the Association. No trucks, commercial vehicles, or trailers shall be placed or parked in the private parking area or on any common area, except for pickups, panel delivery trucks, and vans of a similar size and nature which are used by residents of apartment units for



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commuting or personal transportation purposes. Any motor vehicle placed or parked in the private parking area must be operative and capable of self locomotion. The occupants of each unit are limited to a total of two motor vehicles which shall not include motor vehicles for visitors or guests.

18. No deck or balcony shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Directors.

19. No unit owner or occupant or any of his or her agents, employees, licensees or visitors shall, at any time, bring into or keep in his unit any flammable, combustible or explosive fluid, material, chemical or substance.

20. If any key or keys are entrusted by a unit owner or occupant, or by any member of his or her family, or by his or her agent, employee, licensee or visitor to the Board of Directors or its designated agent, whether for such unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner or occupant, and the Board of Directors or its designated agent shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

21. The Board of Directors, or its designated agent, may retain a passkey to each unit. No unit owner shall alter any lock or install a new lock or a knocker on any door of a unit without the written consent of the Board of Directors. In case such consent is given, the unit owner shall provide the Board of Directors, or its designated agent, with an additional key pursuant to its right of access to the unit.

22. The consent or approval given under these rules and regulations or the rules and regulations themselves may be added to, amended or repealed at any time by resolution of the Board of Directors.

23. The Board of Directors may adopt a schedule of fines and penalties to be imposed for infractions against these Rules, the Bylaws and the Declaration. Further, a fine or penalty, when assessed, shall become a lien subject to collection and enforcement as with other assessments.

24. No two bedroom apartment in the Turnbridge Condominiums shall be occupied, at one time, by more than four persons, except in the case of guests of said occupants. The term occupant, as used herein, means an owner or a duly authorized lessee of an apartment in Turnbridge Condominiums, members of the immediate family of said owner or lessee, and guests of said owner or lessee. Any guest of an occupant may occupy the apartment for a period not exceeding thirty (30) days over a six month period. There shall be no more than three (3) guest occupying an apartment as described in this paragraph at one time.

Adopted by the Board of Directors of Turnbridge Homeowners Association this 3 day of May, 1988.

TURNBRIDGE INVESTMENTS, A Partnership

BY: [Signature]

A Partner