

Palmira Lakes Homeowners Association, Inc.

Rules and Regulations

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Authority.

The Board of Directors ("Board") shall have the power to make reasonable Rules and Regulations to ensure Owners' enjoyment of their property and to protect the value, desirability and attractiveness of our community in the Palmira Lakes community to which all Lots are subject to and with which all Owners must comply.

Based on the powers and duties given to the Board through the Indiana Homeowners Association Act, the Articles of Incorporation, Covenants (CCR's), and Bylaws, the Board has the sole right to interpret the CCR's, Rules and Regulations, and Architectural Control Committee Standards and Guidelines to make decisions pertaining to any violations and enforcement of compliance.

These Rules and Regulations represent the Board's interpretation of the CCR'S and are not intended to supersede any specific right or obligations set forth in the CCR's. In the event of a conflict between the CCR's and these Rules and Regulations, the CCR's shall control. These Rules and Regulations do not anticipate every question or issue and, therefore, are not intended to be inflexible or all-inclusive. They are also subject to modification by the Board from time to time. Any rule or regulation may be amended or repealed by an instrument in writing signed by a majority of the Members of the Association.

Enforcement. The Board shall have the power to enforce compliance with all covenants, conditions, protective restrictions contained in the CCR's, these Rules and Regulations, and Architectural Control Committee Standards and Guidelines by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated any covenant, condition, protective restriction, rules and regulations shall be liable to the Association for all fines, Assessments, damages and costs, including attorney fees.

No Waiver of Rights.

Neither the Association, the Board, nor the Property Manager waives any of their rights granted via the state law, CCR's, Bylaws, and Articles of Incorporation. Failure by the "Association" to enforce any Rules and Regulations herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Homeowner Responsibility. All Owners and occupants shall abide by the covenants, conditions, and protective restrictions, rules and regulations and architectural standards and guidelines adopted by the Board. Any person entering Palmira Lakes shall be deemed to be aware of the CCR's and any rules and regulations and agrees to comply fully and promptly with all such covenants, conditions, protective restrictions, any rules and regulations and any architectural standards and guidelines. Owners shall be responsible for violations committed by their tenants and guests. The Board may proceed against the Owner for any violation.

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Introduction. Palmira Lakes Owners expect to enjoy their home and protect their investment. In order to ensure their enjoyment and to protect the value, desirability, and attractiveness of our community, Palmira Lakes functions under a set of reasonable, clear and regularly enforced Rules and Regulations and ACC Standards and Guidelines. Violations of these Rules and Regulations and ACC Standards and Guidelines are documented and enforced with fines, where needed.

When buyers take ownership of their Lots, they agree to abide by the provisions of the CCR's, Rules and Regulations and ACC Standards and Guidelines, and advise their tenants and guests, tenants' guests, other person(s) residing on their Lot, contractors, family members, or agents (guests) of the same provisions. It is recommended that all buyers read and review all governing documents prior to signing any contract or closing upon ownership of a Lot.

Acting on the authority granted by the CCR's, the Articles of Incorporation, the Bylaws, and the Indiana Homeowners Association Act, the Board is publishing these Rules and Regulations for the collective benefit of all Owners and their tenants, if applicable.

Reporting A Violation. Anyone observing a violation should notify the Managing Agent. For proper documentation, such notification must be provided in writing and include:

- (a) Address, name (if known) of the person(s) in violation, and
- (b) Date, time, and location of the violation, and
- (c) Name, address, and phone number of the person reporting the violation.
- (d) Reports will be handled confidentially (within reason or unless disclosure is legally required or necessary for credible rule enforcement), but the information must be provided to validate any necessary legal actions.

Processing of a Complaint. The Managing Agent shall notify the Board of a possible violation. The Board shall review the alleged violation and decide on the next steps. If the Board finds a violation has occurred, the Enforcement Procedures shall commence.

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Architectural Control. Any change(s) or addition(s) to the exterior appearance of homes and/or Lots within Palmira Lakes are subject to approval by the Architectural Control Committee (See ACC Standards and Guidelines). All contemplated exterior additions, alterations, or improvements or any change to the exterior appearance of a Lot or landscaping, must have prior written approval of the ACC before any such changes are made.

Animals. No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties, except that dogs, cats or other household pets may be kept, but not for any commercial purpose, provided that they do not create a nuisance.

- (a) Pets shall be contained within the homeowner's lot with either ACC-approved boundary fencing or invisible fencing (underground electronic or wireless GPS). Standalone exterior dog kennels or fenced dog runs are prohibited.
- (b) No pet shall be permitted to run loose outside of the homeowner's Lot
- (c) When off homeowners' property, pets must be on a physical leash in the hands of the Owner or a responsible person. Electronic training collars are not acceptable leashes.
- (d) If a pet defecates on sidewalks, driveways, lawns, or Common Areas, the pet owner or the accompanying responsible person MUST immediately remove the droppings.
- (e) No pet shall be allowed to damage the grass, trees, shrubs, or any other portion of the Common Areas or Properties.
- (f) The owner of any pet shall assume any and all liability for the pet and its compliance with the Declaration, the Rules and Regulations, and any future rules adopted by the Board.
- (g) The owner of a pet hereby releases the Association, its agents and representatives, from any claims regarding such pet and shall indemnify and hold the Association, its agents and representatives, harmless from any and all liability relating to the pet, including, without limitation, reasonable attorney's fees.

Clotheslines or Similar Structures. No clotheslines, clothes poles, or any other free-standing, semi-permanent poles, rigs or devices, regardless of purpose, shall be constructed, erected, located, or used on any Lot.

Driveways and Sidewalks Maintenance. Owners are responsible for maintaining/replacing driveways and sidewalks adjacent to their property lines. All sidewalks must be kept free of snow and ice and shoveled within a reasonable timeframe after a snow event.

Exterior Ramps. Exterior Ramps shall be constructed in accordance with the technical requirements for accessibility to buildings by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. Only individuals who are covered under ADA may have exterior ramps installed. All expenses incurred shall be the sole responsibility of the "Owner."

Flags. The federal Freedom to Display the American Flag Act of 2005 applies as long as the flag is displayed properly. The U.S. Flag Code's guidelines for respectful display

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shall be complied with. Flags may be displayed anywhere on the homeowner's property.

- (a) One state or military flag may be displayed on the homeowner's property.
- (b) One purchased college or professional sports flag may be displayed on the homeowner's property.
- (c) College flags may be displayed during the season.
- (d) Any other type of flag must have ACC approval and may be displayed as determined by the ACC.

Home Businesses. Each Lot shall be used exclusively for residential purposes, and no commercial business (except for any applicable exemptions as provided for under Indiana statutes) shall be permitted on any Lot that would change the nature and character of the community, create nuisances (like excessive noise, dust, or odor) to other residents, traffic, parking problems, or increase any Association expenses. The use of a portion of one's home as a home business office must conform to the Allen County Zoning Ordinances. Before operating a home business, a written request must be presented to the Board for consideration and approval. The Board may restrict home businesses but not Working From Home.

Lawn Maintenance and Landscaping. Lawns must be regularly mowed, edged, weeded, and fertilized. Use of any type of animal fecal matter on lawns is strictly prohibited.

- ❑ **Height Standards:** Grass must be kept no higher than six (6) inches to avoid allowing it to become overgrown.
- ❑ **Maintenance Schedule:** Regular mowing, edging, and trimming are required, often on a weekly or bi-weekly schedule, weather-dependent.
- ❑ **Weed and Debris Control:** Lawns and flower beds must be kept free of weeds, leaves, and trash. Weeds cannot make up more than approximately twenty-five percent (25%) of the lot nor be within five (5) feet of the property line. In Allen County, Indiana, invasive weeds are identified as:
 - ❑ Dandelions
 - ❑ Crabgrass
 - ❑ Ground Ivy (Creeping Charlie)
 - ❑ Yellow Nutsedge
 - ❑ Foxtail
 - ❑ White Clover and Wild Violets

Effective lawn weed control relies on a mix of prevention, proper maintenance, and targeted treatments. There are both regulated chemical and organic manual weed control options available for all owners.

- ❑ **Cleanliness:** Clippings must be removed from sidewalks, driveways, and curbs.
- ❑ **Operating Hours:** Mowing often must adhere to local noise ordinances, usually avoiding early mornings or late nights.
- ❑ **Pond and Swale Lots:** All Owners of pond Lots and Lots that border any common area swales in Sections 2, 3, and 4 are responsible for mowing of grass and other maintenance of that portion of Common Areas located between such Owner's real Lot line and the edge of any pond and/or border any swales located in the block of Common Areas that lies adjacent to such Owner's Lot. Such

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mowing and other maintenance shall be completed at each such Owner's expense and in a manner so that such area shall be and remain consistent with the aesthetic integrity of the lawns and Common Areas in and around Palmira Lakes.

Lawn Ornaments and Decorations. No lawn ornaments, sculptures, or decorative objects shall be placed in any front yard or be visible from any street or neighboring property without prior written approval of the Architectural Review Committee. Temporary seasonal and holiday decorations are permitted, provided they are installed no earlier than (45) days before the holiday and removed no later than (30) days after the holiday, weather dependent.

Lights. No outside lighting that is unreasonably bright or causes unreasonable glare is permitted. Determination of whether an activity or condition violates this rule shall be at the discretion of the Board.

Each dwelling will have a yard light or other illuminating device that shall be illuminated at all times other than daylight hours.

Noise. Making "unreasonable noise" (any sound that disturbs the peace, health, and comfort of neighbors) is prohibited.

- (a) Sound-Producing Devices:** Operating stereos, radios, televisions, or amplified music players loudly on a Lot or from vehicles.
- (b) Horns and Signaling Devices:** Unnecessary or prolonged sounding of vehicle horns or warning devices except as a safety maneuver.
- (c) Animals:** Habitual or excessive howling, yelping, or barking from pets that disturbs the peace of neighbors.
- (d) Yelling and Shouting:** Loud, raucous, or boisterous yelling, hooting, or screaming, particularly during late-night or early-morning hours.
- (e) Power Equipment and Engines:** Operating loud power machinery, construction tools, or un-muffled motor vehicles (such as dirt bikes, go-carts, or modified exhaust systems) outside of permitted daytime hours.

Quiet hours

- (a) Sunday through Thursday:**
 - i. Start at 10:00 PM
 - ii. End at 8:00 AM
- (b) Friday through Saturday**
 - i. Start at 11:00 PM
 - ii. End at 9:00 AM

Determination of whether an activity or condition violates this rule shall be at the discretion of the Board.

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No Soliciting/No Distribution. No professional forms of solicitation, flyer distribution, and/or advertisement are allowed within the community, with the exception of Board activities.

Noxious, Offensive, Dangerous Activity. Nothing shall be done in any part of the Properties, nor shall any noxious or offensive, dangerous, or unsafe activity be conducted or allowed.

Odors. Any activity that produces foul odors, attracts rodents, or creates an "unsightly or obnoxious condition" visible from neighboring lots or common areas is prohibited. Determination of whether an activity or condition violates this rule shall be at the discretion of the Board.

Outdoor Fireplaces And Firepits. Homeowners must be present and actively monitoring the fire pit while it's in use. Homeowners are responsible for any damage caused by their fire pit, including damage to landscaping or property. Gas-powered (propane, natural gas, or gel) or wood-burning fire pits are permitted. Fire pits must be placed at least 10 feet away from buildings, fences, and property lines and the container at least 15 feet from any structures, trees, or other objects that may catch fire. A tempered wind guard with a minimum height is typically required. Fire pits must have windshields/wind guards at least 6 inches high. High winds can increase the risk of fire spreading and can also cause sparks or embers to be carried away from the fire pit.

Parking. All streets and easements specifically shown or described are expressly dedicated to public use for their usual and intended purposes. Streets shall be used exclusively for residential purposes and for the parking of operable passenger automobiles. No Abandoned or Inoperable Vehicle or equipment of any kind shall be stored, parked or permitted to remain on the street. No boats, trailers, campers, Recreational Vehicles, Commercial Vehicles, or other vehicles of whatever kind or character other than operational automobiles shall be parked or permitted to remain on the street, except for the temporary loading/unloading, delivery or emergency.

Per Indiana regulations, no person shall park any vehicle on sidewalks, in front of driveways:

- (a) Within fifteen (15) feet of a fire hydrant.
- (b) Within thirty (30) feet of a stop sign.
- (c) Within twenty (20) feet of intersections or crosswalks.
- (d) Upon a street in such a manner or under such conditions as to leave available less than ten (10) feet of the width of the roadway unobstructed for the free movement of other vehicular traffic, especially emergency vehicles.
- (e) Vehicles must be parked parallel to the curb, within 12 inches of it, and must park with the flow of traffic.
- (f) No vehicle of any type shall be parked on any street or driveway for the purpose of accomplishing repairs or reconstruction, except for emergency repairs and then only to enable the movement of the vehicle.
- (g) No Abandoned or Inoperable Vehicle or equipment of any kind shall be stored or parked upon any part of the Lot.

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- (h)** No Commercial Vehicles, Recreational Vehicles, or other vehicles of whatever kind or character other than operational automobiles shall be parked or permitted to remain on the street or on any Lot unless housed completely in a garage. Except for temporary loading/unloading, delivery, or emergency, no part of the Property shall be used as a parking, storage, display, or accommodation area for any type of Commercial Vehicle or Recreation Vehicle, hauling trailer, boat, boat trailer, truck larger than one ton, bus, or accessories to these.
- i. Trucks or other Commercial Vehicles that are necessary for the maintenance of the "Common Areas" or Lots or making deliveries or performing authorized services may temporarily park upon the streets.
 - ii. Recreational Vehicles may temporarily park in front of their residence or in their driveway for a period of time not to exceed five (5) days. This accommodation applies to residents only and IS NOT available to guests.

Ponds. No person is permitted to enter, wade, or swim in any lake, pond, detention/retention basin, or stormwater facility within the community at any time. Recreational use of the water bodies, including but not limited to boating, ice skating, and swimming, is strictly prohibited. Fishing is permitted and strictly on a catch-and-release basis. Children under the age of 18 must be accompanied by an adult. The HOA assumes no liability for accidents, injuries, or property damage resulting from unauthorized access to or use of the ponds.

Rentals/Leases. In order to protect the equity of the individual Owners in the community, to preserve the character of the community as a residential community of predominantly owner-occupied Lots, this provision is intended to prohibit short-term residential leases and short-term rentals (STR's), such as VRBO, Airbnb, bed and breakfast, timeshares and the like. No Owner may rent/lease their Lot unless:

- (a)** the Owner is a Grandfathered Owner as defined in Article I (12) of the Declarations and has received a Rental/Leasing Permit from the Board, or
- (b)** the Owner is not a Grandfathered Owner but has received a Hardship Rental/Leasing Permit from the Board as provided in the Covenants.

Notwithstanding the foregoing, at any given time, no more than 20% of all Improved Lots shall be occupied under any Rental/Lease Agreement by persons other than the Owner of the Lot or their Immediate Family. If 20% of the Improved Lots are rented/leased, no additional Rental/Leasing Permits shall be issued until the outstanding current percentage of rented/leased Lots drops below 20%. Lot Owners who have been denied a Hardship Rental/Leasing Permit, as described herein, due to the 20% restriction rule, shall automatically be placed on a waiting list until permits are available. The waiting list shall have Hardship Rental/Leasing Permits considered in the order in which requests were received.

Rental/Leasing Permits. The Association shall provide for two categories of Rental/Leasing Permits, Grandfathered Lot Owner Rental/Leasing Permits (for as long as the Grandfathered Lot Owner provision applies to such Lot), and Hardship Rental/Leasing Permits. Once the Grandfathered Lot Owner provision no longer applies to any Lot Owner, the Association shall provide for only one category of

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Rental/Leasing Permits, which is the Hardship Rental/Leasing Permit. The Rental/Leasing Permit shall stipulate, at a minimum, the name of the Lot Owner, address of the Lot to be rented/leased, term of the permit, approval and expiration dates, the reason for rental/leasing approval (in the event of a Hardship Rental/Leasing Permit), and the signatures of the President of the Association and at least two (2) other members of the Board.

Grandfathered Lot Owner Rental/leasing Permit. Grandfathered Lot Owners may seek to lease their Lot by applying to the Property Manager for a Rental/Leasing Permit. The Board shall have the authority to issue or deny requests for Grandfathered Lot Owner Rental/Leasing Permits, conditioned upon the Lot Owner's full satisfaction of any outstanding dues, fines, or Assessments, and the correction of any other violation.

Hardship Rental/leasing Permit. A Lot Owner may seek to lease their Lot on a hardship basis only by applying to the Property Manager for one (1) Hardship Rental/Leasing Permit per year to allow for the rental of their Lot. The Board shall have the authority to issue or deny requests for Hardship Rental/Leasing Permits in its discretion conditioned upon (a) the Lot Owners full satisfaction of any outstanding dues, fines, or Assessments, and the correction of any other violation, (b) the outstanding current percentage of rented/leased Improved Lots is below 20%, and (c) in accordance with the Hardship Rental/Leasing Permit guidelines outlined below.

- (a) The Board shall consider such hardships including, but not limited to: (a) non-voluntary loss of employment of the Lot Owner or Lot Owner's spouse, (b) change in marital status of the Lot Owner, (c) death or disability of the Lot Owner or Lot Owner's spouse, (d) job transfer or relocation outside of a sixty (60) mile radius of the Lot (including military deployment), and (e) state of the current market for sale of property in Allen County, Indiana.
- (b) The Board shall not be obligated to consider any hardship that preexists the Lot Owner's purchase of their Lot.
- (c) Any Board member who makes such a request shall abstain from voting on the issue.
- (d) Upon approval by the Board, the Lot Owner has a period of six (6) months to enter into a Rental/Leasing Agreement before reapplication is necessary.

Rental/Leasing Permit Duration. The duration of the Rental/Leasing Permit shall not be open-ended. Each Rental/Leasing Permit will be issued with an initial one-year term. The Board shall issue a Rental/Leasing Permit with an updated expiration date that matches the term specified in the executed Rental/Leasing Agreement. Each Rental/Leasing Permit duration shall not exceed the expiration date, which is noted on the Rental/Leasing Permit document, or the documented date of transfer of ownership of a Lot Owner's Lot, or the end of the Lot Owner's submitted hardship case, whichever occurs first .

Rental/Leasing Permit Renewal. No later than thirty (30) days before the end of the term for any approved Rental/Lease Agreement, the Lot Owner shall give notice

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to the Property Manager of any intention to renew the existing Rental/Lease Agreement or to continue to rent/lease the Lot. Such request for renewal shall be approved by the Board, conditioned upon the Lot Owners full satisfaction of the Rental/Lease Permit guidelines, any outstanding fines, or Assessments, the correction of any other violation, and in the case of hardship, satisfactory evidence of the continuance of the hardship. If the Lot Owner is unable to rent/lease the Lot within six (6) months of the end of the previous lease term, then the "Lot Owner" shall be required to reapply under the provisions set forth in this section.

Rental/Leasing Provisions. Upon approval of Grandfathered Lot Owner Rental/Leasing Permit or a Hardship Rental/Leasing Permit, a Lot Owner may rent/lease their Lot provided, however, that the terms of such Rental/Lease Agreement shall be subject in all respects to the provisions listed in this Declaration, the Bylaws, and any Rules and Regulations.

Rental/Lease Agreement Terms. No Lot Owner shall:

- (a) Enter into a Rental/Lease Agreement for a term of less than one (1) year.
- (b) Use their Lot as a Short-Term Rental (STR) e.g., time-share or such other form of interval ownership.
- (c) Sublet their Lot.
- (d) Renew any existing Rental/Lease Agreement or continue to rent/lease their Lot after the end of the term of the Rental/Lease Agreement unless the Lot Owner has applied for and been granted a new Rental/Leasing Permit.

Rental/lease Requirements. All Rental/lease Agreements shall be in writing and must contain a provision making the occupant(s) aware and giving notice of the existence of the Association's Governing Documents, and the consent of occupant(s) to abide by the Association's Governing Documents for the rental/lease term. This provision in no way alters, affects, or limits the Lot Owner's existing duties, responsibilities, and obligations as set out in the Association's Governing Documents. The Association may require all Lot Owners leasing their Lots to include a particular addendum or particular provisions in the Rental/Lease Agreement.

Information. A copy of the signed Rental/Lease Agreement and the full name and contact information for the occupant(s) of the "Lot" and current mailing address and all contact information for the Lot Owner shall be provided to the Property Manager or other agent designated by the Board in a timely manner not to exceed ten (10) business days from the execution of a Rental/Lease Agreement.

Signs. The messaging nature shall be professional and not contain any vulgar, obscene or suggestive language. No sign of any kind, unless approved by the ACC, shall be displayed to the public view on a Lot except:

For Sale or For Rent Signs. One (1) professional sign of not more than six (6) square feet, advertising the Lot or home for sale or rent (if applicable), or signs used by a builder to advertise the Lot during the construction and sale period, is permitted to be displayed and must be located in the front yard of the home.

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Political Signs.

- (a) One political sign per political office or ballot issue in a pending election of not more than 36" x 48" is allowed to be displayed on the homeowner's property.
- (b) Political signs may be posted no earlier than thirty (30) days before the day of an election and no later than five (5) days after an election.

Garage Sale Signs.

- (a) One garage sign may be displayed on a Lot, and up to three off-property garage sale signs (two front entrances and an entrance to a cul-de-sac) of up to 6 square feet and 4 feet in height are allowed.
- (b) Garage sale signs can be displayed within (4) four days of the sale and must be removed within 24 hours after it ends.

School/Sport Support Signs.

- (a) One purchased school or professional sport sign, up to 6 square feet in area and 4 feet in height, may be displayed on a Lot.
- (b) School/Sport Support signs may be displayed for the full season and must be maintained in good repair.

Speed Limits. Vehicle speeds inside the community shall not exceed thirty (30) miles per hour if no sign is posted.

Trash Bins/Toters. No Lot shall be used or maintained as a dumping ground for trash, garbage, or other waste. All equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition.

- ☐ Trash bins/toters must be kept in the garage or hidden by a waste container enclosure which is not visible from the front of any residence as specified in the ACC Guidelines and Standards.
- ☐ All trash and recycling must fit inside trash enclosures. Excess trash should be stored in the garage and not stored outside or stacked on top of or next to enclosures.
- ☐ Containers cannot be set at the curb earlier than the evening before pickup.
- ☐ Empty bins must be returned to their hidden storage area within 12 to 24 hours after collection.
- ☐ Overflowing trash, loose bags, or storing unsecured waste that attracts pests or wildlife is prohibited.

Vegetable Gardens/Composting. No vegetable gardens shall be placed on any Lot except behind the residence situated on such Lot. Outdoor compost bins or piles are prohibited.

Waste In The Common Area. No waste shall be committed in the Common Areas. No trash, containers, bottles, cans, implements, machinery, or building materials will be allowed to remain in/on the Common Areas. In the event the Association incurs any

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expenses related to the removal of items belonging to an Owner, the Owner shall reimburse the Association for all reasonable costs and expenses incurred.