

VISTA TOWERS HOMEOWNERS ASSOCIATION - RULES AND REGULATIONS -

I. GENERAL

- A.** The Association, acting through its Board of Directors, has adopted the following Rules and Regulations, to be effective January 1, 2015.
- B.** The Association reserves the rights to alter, amend, modify, repeal or revoke these Rules and Regulations, and any consent or approval given hereunder at any time by resolution of the Association or of the Board of Directors. These Rules and Regulations are supplementary to, and not in lieu of, provisions governing the Condominium which are set forth in the By-Laws of the Condominium.
- C.** As used in these Rules and Regulations, the term "Association," includes the Association and its Management when acting on behalf of the Association.
- D.**
 - 1. As used herein, "unit" means a condominium unit and, as applicable, limited common elements assigned to a unit such as parking and storage spaces, as well as balconies.
 - 2. As used herein, the term "Unit Owner(s)," means the Owner(s), whether in residence or not, of any unit. The term "Resident" means anyone living or residing in any unit; this includes unit Owner's and their families in residence or the "Tenants" in any unit.
 - 3. As used herein, the term "Visitor" means any employee, agent, guest, invitee, licensee or other Visitor of a unit Owner or Resident.
- E.** ALL unit Owners, Residents, and Visitors will at all times abide by all laws, ordinances, zoning and other governmental regulations, the provisions of the Bylaws, and these Rules and Regulations.
- F.** A unit Owner is primarily and ultimately responsible for his/her own conduct and for the conduct of all Residents in, or Visitors to, his/her units – whether in the unit or any Vista common areas. Unit Owners are responsible for informing Tenants, Residents, and Visitors of these Rules and Regulations.

- G.** A unit Owner is responsible: for informing real estate agents and prospective purchasers of his/her unit of these Rules and Regulations (for example, by furnishing copies with any “resale certificates” and/or other “purchase” or “closing” documentation).
- H.** Any violations of these Rules and Regulations may be reported orally, but should be reported in writing, to the Management Office.
- I.** For any violation of its Rules and Regulations, the Association may recoup any monetary damages, and/or levy rules violation charges, and/or suspend rights to vote and/or to use recreation facilities, parking facilities, or other services. The Association may also initiate legal action to recover any sums due and/or for injunctive relief, or for any other remedy available in law or equity. None of the more specific penalties provided herein is intended to restrict the more general rights of the Association. Remedies are cumulative and the selection of one does not preclude the use of others.
- J.** Nothing in these Rules and Regulations is intended to restrict the right of Management or of any unit Owner/Resident to notify the Police or other County/State/Federal authorities of disturbances of the peace or of other illegal activities, or of health or fire-safety issues, or of concerns for the safety of children or pets, or of concerns about persons who may pose a risk to themselves or to others, or of other appropriate concerns.

II. ASSESSMENT FOR RULE(S) VIOLATIONS

- A.** A unit Owner will be assessed any costs incurred by the Association to repair or replace any property damaged by the unit Owner or his/her Residents, or Visitors or their pets. A unit Owner may also be assessed the costs and legal fees incurred by the Association in taking corrective, protective, or preventive action as a result of his/her conduct or that of his/her Residents, or Visitors, or their pets, in violation of these Rules and Regulations.
- B.** A unit Owner may be assessed for violations of these Rules and Regulations, in accordance with the nature of the offense and prior record of the violator. Violators will be entitled to a scheduled hearing and an appropriate assessment will be made by the Board of Directors that may constitute a lien against the unit and/or the personal obligation of the unit Owner.
- C.** Except as otherwise provided herein, and up to the maximum allowed by law (over time), the following charges may be assessed for violations of the Association’s Rules and Regulations (upon findings of the Association, through

its Board of Directors, and depending on the nature and extent of the Rule violation):

For each offense of a “singular nature” – up to \$50.00 or the maximum allowed by law, whichever is greater)

For an offense of a “continuing nature” – up to \$10.00 per day, not to exceed 90 days or such other amount allowed by law.

- D.** The Board may also assess charges against any unit Owner for any violation of the Rules and Regulations and may suspend the unit Owner’s voting rights and right to use facilities for a period not to exceed thirty (30) days.

III. BASIC UNIT RULES

A. USE OF UNIT

1. Residential units will be occupied for private Residential purposes only. (No Residential unit will be used substantially for commercial or business purposes.)
2. No noxious or offensive activity shall be conducted in any unit that would interfere with the rights, comfort, or convenience of another unit or units, and nothing shall be done in a unit that may be or become a significant annoyance or nuisance to others.
3. The total number of persons, over the age of 24 months, residing in any unit, at any time, shall be no more than two times the number of bedrooms in the unit. The term “bedroom” does not include “dens.”
4. No unit shall be used for any unlawful purpose and no unlawful act shall be committed or permitted in or upon any unit.
5. Unit doors opening onto the public halls and building entry doors will be kept closed and secured at all times, except when in use. Nothing will be done or kept in any unit which may result in the cancellation of insurance on the building or contents thereof, or would be in violation of any public law, ordinance or regulation. Gasoline, propane (excluding grills) or other highly flammable or explosive material, or inherently dangerous articles, other than common household products in limited quantities, will not be kept in any unit, its balcony or storage area.
6. Unless the Association gives advance written consent in each instance, Owners and Residents shall not install or operate any machinery, refrigerating or

heating device or air conditioning apparatus, except for common household appliances, in any Unit.

7. Owners, Residents and their employees or guests shall not at any time enter upon the roof of the building, except for the purpose of inspection or repair.

B. CONDOMINIUM FEE PAYMENT

1. All condominium dues, charges or assessments are due and payable to the Association on or before the first day of each month. This includes payment of any late fee charges levied in the previous month.

a. Checks returned for insufficient funds (and/or "NSF") will be subject to a handling charge of \$35 or up to the maximum allowed by law.

b. For repeated delinquencies, and/or checks returned for insufficient funds, Management is authorized to request payment in cashiers' check, money order, or certified check.

2. Payment of condominium charges may be made via U.S. Mail, Vista Towers Mail Box, or may be hand delivered to the Management.

a. A late charge of \$50.00 will be levied against delinquent unit Owners if payment of the condominium dues or other assessment (including prior late charges) is not received by the 15th of the month.

3. Management or Association's attorney will notify, in writing, delinquent unit Owners of the amount of delinquencies, late charges or other amounts due.

4. Management may send by U.S. Mail or hand delivery, a Notice of Intent to File a Lien to all unit Owners delinquent more than 30 days, stating that if the account is not paid in full within ten days, the account will be accelerated and the fiscal year's dues for that unit will be declared due and payable and the account will be forwarded to the Association's attorney for collection. This letter may, to the extent practicable, suggest the type and amount of collection costs and charges that might be incurred by the unit Owner(s); such suggestion is in no way binding.

5. Any legal costs associated with the collection of condominium fees, assessments, or rules violation charges will be the responsibility of the unit Owner. The attorney will inform the delinquent unit Owner of the intent to file a lien setting forth the amount delinquent, late charges, costs and attorney's fees, as well as other charges, to be pursued and advising that a Lien will be placed against the property if not paid within ten days. The attorney may initiate suit by the 60th day of delinquency. Any payments will be applied to the oldest outstanding debt first. Foreclosures or other legal actions will be on a case-by-

case basis as authorized in writing by the Board of Directors.

6. In addition to all other rights that the Board of Directors has for nonpayment of regular or special assessments, which are more than sixty (60) days past due, the Board of Directors shall have the right, until the assessment has been paid, to suspend a unit Owner's voting rights and right to use facilities, such as recreational facilities, or services, including utility services, such as water, provided directly through the unit Owners' association.

C. ENTRY INTO UNITS

1. The Association or Management shall not cause a master key system to be used for any unit in the condominium. Each unit Owner or Resident must provide current keys to the Association or Management (called "emergency keys").

2. No unit Owner or Resident shall alter the outward appearance of any unit door with the exception of the installation of a deadbolt lock.

3. The keys in custody of Management ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association and Management in a locked box.

4. Emergency keys may be used to admit an Owner or Resident who is inadvertently locked out of their respective unit. Persons locked out may contact the Manager to provide access.

5. Emergency keys shall not be used to admit guests or other Visitors. If the unit Resident will not be home when guests or visitors arrive, prior arrangements should be made at the Front Desk for access to the unit by means of the Resident providing "both an admit slip and a key".

6. The Association (and its Board, Agents, or Management), and only in the exercise and discharge of their respective powers and responsibilities, shall have the right to enter any unit. Reasons for such entry may include:

a. The fact or threat of fire, flood, or any emergency or any other condition that may adversely affect the common areas or other unit(s), or the fact or threat of illness or danger to the Owner(s) or Resident.

b. The presence of leaking water is considered an emergency. The investigation of the problem may require Management or engineers to access a unit(s). Management may enter any unit without Unit Owner notification or permission to investigate a reported leak.

c. Inspection of the unit, upon due cause shown, for the presence of any vermin, insects, or other pests, or the presence of other health hazards, and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects, or pests or remove such hazards. Entry may be at any reasonable hour of the day after notification (except in case of an emergency, in which case entry may be immediate and without notice).

7. If an “emergency” key has not been furnished (as required by paragraph 1 above) and if access to a unit is warranted as described in paragraph 6 above:

a. The Association (and its Board, Agents, or Management) shall have the right to remove and/or destroy the unit door and/or unit door lock(s), by any means necessary.

b. The unit Owner shall be responsible for the repair or replacement of such door and/or lock(s) and all costs associated.

c. The Association (and its Board, Agents or Management) shall not be responsible for the damage to and/or removal of the unit door and/or door lock(s) or for any property within the unit which may be lost, stolen, or destroyed as a result of the damage to and/or removal of the unit door and/or lock(s).

D. MAINTENANCE AND UPKEEP

1. Nothing shall be done in any unit or on the common areas which may impair the structural integrity of the building or which may structurally change the building. Nothing may be removed from or changed in the common areas without the prior written consent of the Board of Directors.

2. All structural repairs and replacements shall be of first class quality and as similar to the character of the construction or installation that existed prior to the occasion that necessitated the repairs or replacements. Repairs and replacements shall be done with contemporary building materials and equipment after all necessary permits and approvals have been obtained.

a. All radio, television, sound system, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction and the unit Owner alone will be liable for any damage or injury caused by any radio, television, sound system or other electrical equipment in each unit.

3. Unit Owners are responsible for all damages to other units and the common areas resulting from the lack of proper maintenance or repairs to their respective units.

4. Each unit Owner or Resident will promptly report to the Management any defects that may potentially damage other units and/or common areas.

E. DISTURBANCES

1. Owners and Residents shall exercise extreme care not to disturb other Residents with excessive noise or voices, or the unreasonable use of radios, televisions, musical instruments, telephones, amplifiers, or other similar devices.

2. Noisy repair or installation work shall only be done between the hours of 9:00 AM and 6:00 PM.

F. BALCONY AND WINDOWS

1. To assure structural integrity and sanitary conditions, the following rules apply:

a. Nothing will be affixed to the exterior building facing, floor or ceiling of a unit balcony area.

b. The permanent attachment of satellite dishes is prohibited.

c. No balcony shall be used as a storage area for items such as boxes, storage chests, appliances, bicycles or similar articles.

2. Customary patio furniture in good condition and reasonably sized may be placed on the balcony. However, all items should be placed and secured so as to protect against being blown or pushed off the balcony.

3. In order to assure a uniform appearance from the outside of the building, no unit shall hang, display or expose, from any window, door, balcony, or exterior of the unit, so as to be visible from anywhere on Vista property, any of the following:

a. Laundry, including clothes, clotheslines, clothes drying racks, rugs, and the like;

b. Recreational vehicles or equipment, including bicycles, mopeds, scooters, skis, and the like.

c. Signs, posters, or decorations.

4. It is prohibited to throw or sweep any items off the balcony (for example, cigarettes, water, dirt, etc.). It is prohibited to cause any water or liquid to drip from or run off any balcony (for example, hosing off the balcony, over-watering of plants that result in excess water spilling over the balcony, etc.)

5. No charcoal cooker, brazier, hibachi, grill, or any gasoline, or other flammable liquid, or liquefied petroleum gas fired stove, or similar devices shall be ignited or used on balconies or within the units. Such cooking may be done in the designated areas of the common areas outside of the building. Electric and gas grills are permitted. Residents with grills must have a working fire extinguisher in the Unit. Due to high wind force, residents should properly secure their grill to avoid damage to themselves or others.

6. Unsupervised pets are not permitted on balconies.

7. No awnings or window guards shall be used on windows except as shall be provided or approved by the Association.

G. TRASH AND GARBAGE

1. Garbage must be placed in securely tied plastic bags small enough to fit into the trash chute. All recycled products must be placed in the recycling containers or recycling dumpster. Garbage is prohibited from being included with the recycling.

2. Large items, such as, but not limited to, furniture, construction debris, and household appliances, must not be disposed of in the Association's trash dumpsters, and may not be left anywhere on the property. Unit Owners must arrange a special pick-up for disposal of such items.

3. Residents are prohibited from using the dumpsters for construction waste. Failure to follow this rule will result in an immediate \$50.00 fine and any other expenses or fines incurred by the Association for removal of such waste.

4. All fecal matter from pets and children's diapers must be tied in plastic bags before being placed into dumpsters.

5. Hazardous or toxic wastes shall not be disposed of in dumpsters or anywhere else on the property, including sewer drains.

6. No burning objects or highly combustible liquids are to be placed in the trash chute.

7. Cardboard boxes must be broken down and placed in the recycling dumpster in the parking level. Loose paper and shredded material must be bagged before placing in recycling containers. Any recycling that does not fit in recycling containers must be taken by Resident to the recycling dumpster in the parking level.
8. Littering is prohibited anywhere in the building or on the property.

H. STORAGE OF PERSONAL PROPERTY

1. Common areas, balconies and garage areas cannot be used for storage, boxes or personal items overnight or extended periods of time.

IV. COMMON AREAS

A. SECURITY

1. All entrance doors must be kept locked after entering or leaving the building. Do not prop open doors or allow service people to leave unattended. Residents are responsible for this action whether on or off premises, therefore, it is the residents' responsibility to notify all contractors and service people as to this rule.
2. Do not allow anyone entrance into the building except visitors or service people who are expected and can be identified on the intercom or television camera. Do not let any stranger follow you through the lobby door. Go down to the lobby entrance to accept deliveries.
3. In the case of lost or stolen keys, the Manager must be notified immediately. The Association must always have a current front and back door key for emergencies and for fire alarm system inspections.
4. Notify the Manager when leaving the building for an extended period of time. It is suggested that owners leave a telephone number where they can be reached.
5. Owners are responsible for controlling their keys. Owners are requested not to give keys to any repair persons, painters, temporary help, etc. In the event the building must be re-keyed due to unit owner neglect, the entire cost will be charged to the offending unit owner.
6. When hosting a large party or gathering, hosts greeting house guests should greet them at the lobby level or hire a service to do this.

B. CONDUCT AND ATTIRE

1. No obnoxious or offensive activity shall be conducted in any of the common areas, which would interfere with the rights, comforts, or conveniences of other Residents, and nothing shall be done in the common areas which may be or become a nuisance to others.
2. Smoking in any of the indoor common areas, as well as the parking area, community room, exercise room and guest suite, is prohibited. Use of any unlawful substance on the property is prohibited.
3. Playing or loitering in the indoor common areas, driving lanes, parking areas, and garages is prohibited.
4. All persons shall be fully clothed (including shirts and shoes) and properly attired when appearing in any of the common areas. Shirts and shoes are required in all common areas.

C. VANDALISM / OBSTRUCTION

1. Any defacing or deliberate damage to the building, recreational facilities, or common areas is prohibited. Any such damage shall be promptly repaired at the expense of the responsible unit Owner. Security cameras may be in use throughout the property.
2. Nothing shall be done on or kept in the common areas which would result in the cancellation of insurance on the building or contents thereof or would be in violation of any public law, ordinance or regulation.
3. Baby carriages, bicycles, playpens, wagons, toys, benches, chairs, or other articles of personal property will not be left unattended in public areas of the building or passageways, parking areas, sidewalks or lawns or elsewhere in the common areas.
4. Bicycles should be stored in the bicycle racks in the parking garage.

D. DECORATIONS AND ADVERTISEMENTS – INDOOR COMMON AREAS

1. Nothing shall be hung, displayed or exposed on the exterior of a unit or common areas. No public hallway or any common area shall be decorated or furnished by any individual unit Owner(s)/Resident(s) The Board may, upon request, authorize within some common areas, temporary displays, including

appropriate seasonal decorations, particularly as requested by its Standing Committees, such as the Budget, Community Forum, Covenants, Neighborhood Watch, pets or Social Committees. Appropriate unit door decorations are permitted provided the unit number is visible.

2. No rug or other obstructions shall be placed outside a unit doorway in the common area's hallway. No signs shall be displayed in any unit window, on any balcony, or on any entrance door.
3. There shall be no posting of any advertisements or posters of any kind in or on the condominium without the written approval of the Board of Directors.
4. Solicitors are not permitted in the building. If any Resident is contacted by solicitors on the property, the Manager must be notified immediately. Violators will not be allowed future access.

E. GENERAL

1. No Owner or Resident shall alter, impair, or remove any item from the Common Areas without the prior written consent of the Association. No owner or Occupant shall paint, stain or otherwise change the color or any exterior portion of the building.
2. Owners and Residents shall not place identification or other signs in any place in the building (i.e. mailbox, mailbox directory, front doors, etc.) other than that approved and provided by the Management of Vista Towers.

V. MOVE-IN / MOVE-OUT/ DELEVERIES

1. Unit owners and tenants must contact the Vista Towers Management at 605-759-2824 at least three (3) days in advance to moving in or moving out as well as delivery of large items such as furniture, appliances, etc.
2. All move-ins/move-outs and large deliveries must use the garage entrance – *NOT* the front door. Trucks must park on the generator side of the garage driveway as close to the curb as possible.
3. The garage door may be locked open if approved by Management. Instructions will be given by Management on garage door controls.
4. Only the west elevator is to be used and only after protective pads are installed by Management.

5. Hand carried items are allowed through the west main entrance. NO carts are allowed through the west main entrance.
6. A fee of \$200 will be charged prior to every move-in or move-out event. One-half of this fee may be refunded pending an inspection for damages. Checks should be made payable to: Vista Towers Homeowners Association.
7. Any excessive damage to the Common Areas caused during a move-in/move-out or delivery (including, without limitation, repairing damaged elevators, repairing damaged drywall, repainting, etc.) will be charged to the unit owner or tenant.
8. Move-ins/move-outs and deliveries are permissible only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday unless prior arrangements are made with Management.
9. Moves into and out of the building must be scheduled in advance (preferably a two week notice) with Management who will supervise all moving arrangements as well as the use of the elevator during the move to insure no damage to the building occurs.
10. The East elevator must be kept free at all times during moves. Moving must take place through the South door of the garage only. An elevator key can be obtained from Management to help with the moving process.
11. Deliveries not schedule in advance can be refused by the Management. If the Resident will not be home, prior arrangements must be made with Management for access to the unit by means of the Resident.
12. A unit Owner is responsible for the conduct of the Residents, including Tenants, of the unit and is therefore likewise responsible for informing them of the Rules and Regulations concerning move-in/move-outs prior to any move. The Owner/Resident/Tenant is responsible for notifying the moving company and delivery service of these requirements.

VI. CONSTRUCTION

1. Unit owners and tenants must contact the Vista Towers Management at 605-759-2824 at least 10 days in advance to construction activities.
2. Equipment and material loads and unloads must use the garage entrance – NOT the front door. Trucks must park on the generator side of the garage driveway as close to the curb as possible.
3. Only the west elevator is to be used and only after protective pads are

installed by Management.

4. Contractors must park in the west lot along the road and may enter through the coded garage door entrance. Contractors may NOT use the west main entrance.
5. Construction dust must be controlled to stay within the unit being worked on. The lobby and elevator floors must be covered during construction at the unit Owners expense.
6. The unit Owner is responsible for prompt cleanup and removal of all debris resulting from any construction activities. Such cleanup shall occur at regular and frequent intervals while the work is ongoing so as to not unnecessarily interfere with the use and enjoyment of the property by any other Unit Owner. If the Unit Owner refuses or fails to properly perform the cleanup required under this section, the Board may cause such cleanup to be done and may charge the Unit Owner for the cost thereof as determined by the Board.
7. Construction staff must follow all rules and by-laws. Unit owners are ultimately responsible for the construction staff hired.

VII. PETS

1. Pet owners must complete a Pet Registration Form before occupying the unit.
2. Permissible pets include dogs and cats only and shall not exceed two (2) in number per unit. Pets may weigh no more than twenty-five (25) pounds each and one foot in height.
3. Pets must be licensed and inoculated as required by law.
4. Pets shall be free of fleas and ticks as to not cause an infestation of the building.
5. Pets shall not be kept, bred, or used for any commercial purpose.
6. Pets must be confined to the pet owner's unit and must not be allowed to roam free or tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier. Pets are strictly prohibited from the front, back, and side grass and landscape areas at all times and may only be curbed and exercised in the undeveloped area northwest of the building.

7. Pets owners must take pets out through the north stairwell entrance or garage door ONLY. Owners are strictly prohibited from taking pets out the west main entrance.
8. Dogs are strictly prohibited from urinating or defecating on the grass lawn or in the landscaped areas. Dogs must be taken to the undeveloped area northwest of the building and owners are responsible for immediately cleaning up after their animals and discarding securely double bagged pet droppings in the parking garage garbage. Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged. No pets shall be allowed to excrete on decks.
9. Pet owners are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner. Damage to shrubbery, grass, etc., will be at the expense of the owner.
10. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Pets whose unruly behavior causes personal injury or property damage.
 - b. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for two hours or more to the disturbance of any person at any time of day or night.
 - c. Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
 - d. Pets who relieve themselves on walls or floors of common areas.
 - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - f. Pets who are conspicuously unclean or parasite infested.
11. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units with proper authorization according to law.
12. NO pets of visitors to Vista Towers including the Guest Suite shall be allowed.

13. No attack dogs, or dogs of a vicious nature or temperament, are permitted, including but not limited to **Dobermans, Chows, Pit Bulls, German Shepherds and Rottweilers and other Bullterriers.**
14. Pet owners shall indemnify the association and hold harmless against loss or liability of any kind arising from their pet(s).
15. Violators of these regulations will be fined \$50.00 for each and every violation.
16. If violations continue, the pet will be required to be permanently removed from the property.
17. All pets must be registered with Management within one week of taking up residence. Registration(s) includes a current picture of the Owner and pet(s), as well as proof of required licenses and vaccinations as described above. This procedure is for the protection of both Owners and pets. Registrations, particularly current pictures, will be updated as appropriate or as periodically required by Management.

VIII. PARKING AND VEHICLES

- A.** No automobile or other vehicle may be parked in someone else's assigned or numbered space without permission. Blocking anyone from access to or from their space is strictly prohibited.
- B.** Unit Owners will be responsible for all damage caused by the unit Owner or Residents or Visitors (for example, oil spills, hitting garage door, etc.), and shall promptly report to Management any damages or any need for any repairs to Vista Towers.
- C.** Repairing or servicing of automobiles, or any other vehicles anywhere on the property, including the garage, is prohibited, except for minor emergency repairs, such as changing a tire or charging a battery. Changing and disposal of motor oil or other vehicle fluids anywhere on association property, including the parking garage, is prohibited.
- D.** Should an employee of the Association, at the request of a unit Owner or Resident, handle, move, park, or drive any automobile placed in Lakeside's parking areas, then, and in every such case, such employee shall be deemed the agent of the Owner/Resident. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.
- E.** Vehicles (or an owner, occupant or visitor) in violation(s) may be towed at the vehicle-Owner's risk and expense. The Association's On-Site Manager may direct

the towing of any vehicle in violation any of these Rules.

- F. No boats, motor homes, campers or vans (rated at more than three-quarter ton) will be allowed in any parking areas of the property.

IX. RECREATIONAL FACILITIES

A. USE AND RESPONSIBILITY

1. All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident, or injury in connection with such use. Residents are responsible for complying with recommended health and use restrictions on facilities and equipment.

B. EXERCISE ROOMS

1. The use of the exercise rooms is at the user's own risk. Users must ensure their own safety by being familiar with proper methods of equipment use.
2. The exercise rooms are for the sole use of the Residents and no more than two guests per unit. Residents must accompany guests at all times.
3. Users must be at least sixteen (16) years of age or be accompanied by a parent or legal guardian. Parents are responsible for the safety of their children while in the exercise rooms.
4. Pets are not allowed in the exercise rooms.
5. Users must wear appropriate exercise
6. Users must be courteous and respectful of others using the rooms.
7. Users must clean the equipment after each use. Users are responsible for the cleanup of any spills.
8. Smoking is not permitted in the exercise rooms.
9. Food, glass containers, and alcoholic beverages are prohibited in the exercise rooms.
10. Exercise equipment is NOT to be moved.

11. Personal belongings should be removed on departure from exercise rooms. The Association is not responsible for loss or damage to personal property.
12. Reports should be promptly turned in to Management regarding any equipment problems, vandalism, theft, accidental damage or rules violations.
 - a. Theft and vandalism will be prosecuted to the full extent of the law, and the person(s) responsible, Unit Owner/Resident, will be charged for the repair or replacement costs.

X. COMMUNITY ROOM

1. Adult Residents may reserve the use of the community room through the Management Office (605-759-2824) during regular business hours (8:00 a.m. to 4:00 p.m., Monday through Friday). The Association reserves the right to refuse the use of the community room for any event. The requesting Resident(s) will be provided with additional literature governing the use of the community room and other optional rental items, and must complete a "Community Room Agreement."
2. The community room is for the use and convenience of the Residents and their invited guests. Resident(s) reserving the community room agree that he or she personally will use, and be present in, the room during the allowed and reserved hours.
3. The community room will be available for use Sunday from 2:00 p.m. to midnight, Monday through Thursday, from 10:00 a.m. to midnight, and Friday and Saturday from 10:00 a.m. to 1:00 a.m.
4. All party activities will be confined to the community room only.
5. The community room shall not be used for any unlawful purpose. The Resident(s) using the room shall not make, or permit to be made, any disturbing noises, or do or permit any act to be done, either in the community room or common areas, which will interfere with the rights, comforts, or convenience of any other Resident.
6. Any Resident(s) who reserves the community room agrees to assume full responsibility for any damage to the room, furniture, and equipment.
7. The use of any alcoholic beverages in the community room shall be in accordance with the State and County alcohol beverage control laws. No sale of liquor shall be permitted.
8. Pets are not permitted in the community room.

9. The community room will be checked after each reserved period to assure that the party has ended, all guests have departed, and all property is in order.
10. The Resident(s) who reserves the community room is responsible for removing all personal property and trash after the party and for leaving the premises in a clean and neat condition. All furniture must be placed back in the same position as when the reserved period began. No furniture or appliances may be removed from the room.
11. The Association is not responsible for the loss of any personal effects, dishes, equipment, or food. Anything left after the use of the community room will be considered abandoned and disposed of accordingly.
12. If additional cleaning is required, a sum deemed appropriate will be assessed to the Resident reserving the room. In the event damages do occur, the cost to replace, or to repair and refurbish the damaged item(s) to the pre-existing condition will be assessed to the Resident.

XI. GUEST SUITE

1. Guest Suite reservations need to be made through Management either by phone (605-759-2824) or via email (horizon@midco.net). Reservations are taken on a first-come, first-serve basis.
2. When reservation is made, Management will bring a Vista Towers Guest Suite Rental Agreement Form to your unit. The cost is \$75.00 per night and must be paid in advance. The Guest Suite form stating you understand your responsibility as a resident, and payment, must be received within 3 days of making the reservation, or the time slot becomes available for rent again.
3. Any cancellations must be made at least three (3) days prior to reserved date by contacting Management. If reservation is not cancelled 72 hours prior, Vista Tower resident will be charged for the full reservation.
4. Maximum number of persons to stay in guest suite is four (4).
5. No pets are allowed
6. No smoking is allowed.
7. Check-in time: 3:00 p.m. Check-out time: 12:00 noon
8. The Guest Suite may not be rented for more than seven (7) days at a time without approval of Management.

9. Vista Tower resident will take all responsibility for any damage or losses to property incurred by their guests. Any such damages or losses will be billed directly to the resident of Vista Towers.
10. Additional fees will be billed for picking up large amounts of garbage.
11. The patio door must remain locked.

XII. INFORMATION REQUESTS

1. It is important that the Board and Management know who resides in the building. At any time the Board or Management may require information about the Unit residents such as, but not limited to, names, phone numbers, and e-mail addresses of all Unit Owners/Residents, pet information and property insurance information. Unit Owner/Residents are required to respond with all requested information within 30 days. On the 31st day after the request for information, an immediate \$35 fine will be assessed. Another \$35 fine is assessed every additional 30 days the request for information is not received.
2. Each year in January all Unit Owners must submit insurance information and updated resident information.

XIII. SERVICES AND COMPLAINTS

- A. Employees and agents of the Association are not authorized to accept packages, keys, money or articles, of any description, from or for the benefit of a unit Resident unless authorized in writing by the unit Resident. If packages, keys, money or articles of any description are left with the employees or agents of the Association, the unit Resident assumes the sole risk and the unit Resident, not the Association, will be liable for injury, loss or damage of any nature whatsoever.
- B. The On-Site Manager should be contacted directly for any matter pertaining to the Condominium and for any service requests as they relate to the common areas.
- C. Complaints regarding the Staff, including the Front Desk personnel or the engineers, should be made to the On-Site Manager. Complaints regarding the On-Site Manager should be made to the Board of Directors who may refer the matter to the Property Manager, if any. Complaints regarding actions of other unit Owners, Residents or Visitors may be made in writing to the On-Site Manager. No Residents shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the Association.

Said Rules and Regulations approved by the Board of Directors, this ____ day of _____, 2014.

President

VISTA TOWERS

VISTA TOWERS GUEST SUITE RENTAL AGREEMENT

1. Rental Fee: \$75.00 per day.
2. Maximum number of persona to stay in guest suite is four (4).
3. No pets allowed.
4. No smoking allowed in any area of the common areas, including the guest suite.
5. Patio Door must remain locked.
6. Additional fees will be billed for large amounts of garbage/cleanup.
7. Check-in time: 3:00 p.m. Check-out time: 12:00 noon
8. Vista Towers residents will take all responsibility for any damage or losses to property incurred by their guests. Any such damages or losses will be billed directly to the resident of Vista Towers.
9. Reservations are taken on a first-come, first-serve basis. You are asked to notify the Property Manager of Vista towers of any cancellations at least 3 days prior to reserved date of guest suite. If reservation is not cancelled 72 hours prior, you will still be charged for full reservation.

Rental Date _____ through _____

Rental Fee: \$ _____ (\$75.00 per day x _____ days)

\$ _____ TOTAL received on _____ by

I wish to rent the Vista Towers Guest Suite on the above dates. I have read and understand the above rules. I understand I am responsible for any damages or losses which may occur for my guests.

Print Name

Address

Date

Resident Signature

*Vista Towers Homeowners Association
Rules and Regulations as of January 1, 2015*

VISTA TOWERS

PET REGISTRATION FORM

Date: _____

Pet Owner's Name: _____

Phone Number: _____

Unit Address: _____

Unit Owner's name
and phone number
(if different from
above): _____

Dog's Name: _____

Breed: _____

Year of Birth: _____

License # and State: _____



Attach Photo Here

***Attach license documentation and photo of pet.**

I agree to abide by the Vista Towers regulations pertaining to pets and I take full responsibility and liability, including but not limited to all legal and financial responsibility, for any and all damages caused to any and all persons and/or property as a result of my pet.

I hereby indemnify the association and hold it harmless against loss or liability of any kind arising from my pet.

Unit Owner Signature/Date
Required For All Residents

Tenant Signature/Date
(if not Unit Owner)