

Springmeadows Condominium Association
Rules and Regulations
Effective: January 1, 2009

These Rules and Regulations are in addition to the covenants and restrictions in the Association's recorded Declaration. In the event of a conflict between the Rules and the Declarations, the Declaration shall apply. The Board has sole discretion in determining whether the Rules and Regulations have been violated and encourages all residents to refer to the Declaration and to contact the Association if they are unsure if something is a violation. Unit owners who rent their unit are required to give a copy of all rules and regulations to their tenant(s).

Common Areas and Grounds

A. No nuisance shall be allowed on the Springmeadows Condominium community nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Community by its residents. All parts of the Community shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate nor any fire hazard to exist.

B. Entrances, patios, and walkways shall be kept clear of all items including, but not limited to toys, garbage cans, trash, rubbish, refuse, boxes, etc. Driveways and entrances are not to be used for storage.

C. No clotheslines visible to the public are allowed. Clotheslines must be retractable when not in use.

D. Antennas (including, but not limited to telephone, short-wave, satellite, mini-dish, and television) are not permitted on the outside building walls or roof unless previously approved by the Board of Directors.

E. Only two FOR RENT, FOR SALE or political sign will be allowed inside a window or glass sliding door of a condo unit. The size of the sign shall not exceed five (5) square feet. All other signs will be removed from the property unless approved or placed by the Board of Directors. No signs shall be placed directly on the exterior of the building, garage unit or fences.

F. Patios/balconies are limited common elements and must be kept in a safe, clean and sanitary condition. Garments, rugs, bird feeders, or other similar items may **NOT** be hung from windows, balconies, or facades of the building. Only patio furniture, plants, bicycles, and grills (no charcoal) are allowed on patio/balconies. Wind chimes may be hung as long as neighbors do not object. Outdoor carpet (such as Astroturf), with the prior written approval of the Board of Directors, will be allowed only on the first floor patio units and must be kept in good condition and should not extend beyond the concrete surface. No chicken wire or fencing material is allowed. Storage of trash cans on the balconies/patios is not allowed at any time.

G. Use of charcoal or open flame grills are not allowed anywhere on the property.

H. Storm/security doors are allowed upon prior written approval of the Board of Directors. Colors must be compatible with the building color. All storm/security doors as well as door and window screens must be kept in good repair.

I. Replacement of exterior porch bulbs and globes is the responsibility of the owner/tenant.

J. No exterior or structural additions, alterations, or changes in landscaping including plants, shrubs, or trees shall be commenced without prior written approval of the Board of Directors. The exterior of any

residence shall not be repainted in whole or in part by anyone other than a contractor authorized and approved by the Board of Directors.

K. Any damage to the common or limited common areas and property that is caused by the unit owner, renter, their families, or guests shall be repaired at the expense of the unit owner.

L. Furniture, appliances, car batteries, paint cans, mattresses, rolls of carpeting and/or padding, or other similar uncollectible items must be removed from the community by the resident. These items must **NOT** be left in the dumpster area since the trash company will not pick up large or special handling items. Residents who violate this policy will incur the expense of any extra charges to the Association for the additional service. Hot ashes or live coals must **NEVER** be placed in the dumpsters.

M. Littering, including the disposal of cigarettes or cigarette butts, is prohibited. All trash must be placed inside the dumpster, not left in the dumpster area.

N. The owner shall be responsible for snow clearing of their units, sidewalk, patio and driveway. This also would include any ice melt that would be needed.

☞ Garages

A. Garage door openers are permitted and encouraged.

B. Replacement of garage doors in Board designated style shall be the responsibility of the owner.

C. Garages may not be used for vehicle repairs, dismantling or servicing, including but not limited to changing motor oil, on any vehicle or equipment.

D. Except when entering or exiting, garage doors must be closed and locked for security and safety purposes.

☞ Insurance Policy/Claims

A. The deductible on the master insurance policy is \$1000 per incident. Any loss falling within the deductible portion of the policy will be borne entirely by the person or entity who is responsible for the damage. If the loss is greater than \$1000 and therefore an "insurable loss" when the Association's master policy will apply, the payment of this \$1000 deductible will be borne entirely by the person or entity who is responsible for the damage or by the owner(s) of the unit from which the loss originates.

B. The "person or entity who is responsible for the damage" will be determined solely at the discretion of the Board of Directors, who will make such determination after careful review of the circumstances surrounding the loss. The Board of Directors may determine that a loss resulted from an act or negligence of an owner/occupant. Upon said determination by the Board of Directors, any loss, or portion thereof, may be assessed to the owner(s) in question, and the Association may collect the amount from said owner(s) in the same manner as any regular assessment.

C. Should the Board of Directors, after reviewing the circumstances, determine that no one person or entity should bear the responsibility for the damage, the deductible shall be borne equally by all person or entities realizing any payment of proceeds from the Association's insurance policy. "Payments of Proceeds" is meant to include, but not be limited to payment to any workman or contractor who makes repairs associated with the loss.

D. **IT IS STRONGLY RECOMMENDED** that every homeowner purchase a policy of insurance (HO-6) specifically designed to protect owners of condominiums. It is also recommended that owners who

rent their units also have a "landlords" policy and encourage their renters to purchase a policy of insurance specifically designed to protect renters. By doing so, owners and renters are helping protect themselves against out-of-pocket payments (deductibles) should any disaster befall their unit(s).

E. Owners are encouraged to have their dryer vents cleaned regularly to reduce the potential of a fire.

☞ Procedures for Filing an Insurance Claim

A. Immediately upon determining that you have damage which may be covered by insurance, contact your private insurance agent. At the same time, notify the Association's managing agent. **YOU SHOULD NEVER ASSUME THAT YOUR DAMAGES WILL BE COVERED BY YOUR OWN INSURANCE OR BY THE ASSOCIATION'S POLICY. ALWAYS KEEP IN MIND THAT YOU MAY BE RESPONSIBLE TO PAY FOR REPAIRS.**

B. **MAKE EVERY EFFORT TO MITIGATE YOUR DAMAGES.** Turn off valves, clean up water, debris, etc.

C. If your insurance company denies the claim, let the managing agent know as soon as possible and be prepared to furnish them with the name of your insurance agent and the phone number. Management will contact your insurance carrier to determine why the claim was denied. With Board approval, the managing agent will submit the claim to the Association's insurance carrier. **NO CLAIM WILL BE SUBMITTED TO THE ASSOCIATION'S MASTER INSURANCE CARRIER UNLESS AND UNTIL IT HAS BEEN DENIED BY YOUR PRIVATE CARRIER. NO CLAIM WILL BE ACCEPTED BY THE ASSOCIATION'S INSURANCE CARRIER UNLESS IT IS SUBMITTED BY THE MANAGING AGENT.**

☞ Mail and United Parcel Service (UPS)

A. Each resident should identify his/her building number and unit as part of his/her official address.

B. Each owner is responsible for obtaining and replacing his/her own mailbox keys. The mailboxes are Federal property and a bonded locksmith must perform any repair or replacements. Any damage or defacement to the individual box must be repaired at the expense of the owner/renter.

☞ Maintenance Fees

PURSUANT TO COLORADO LAW and in provisions contained in the governing documents, the Association may impose charges for late payment of assessments, recover reasonable attorney fees and other legal costs for the collection of assessments and other actions to enforce the power of the Association, regardless of whether or not a lawsuit was initiated, and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association. The Association has a statutory lien on a unit for any assessment levied against the unit or fines imposed against its unit owner from the time the assessment or fine becomes due.

A. Dues are due on the 1st day of each month and delinquent if not received by the Managing Agent on or before the 5th day of each month.

B. The Board of Directors may take any or all of the following actions regarding delinquent amounts:

C. Owner will be sent a letter informing them of the delinquent amount including a \$25 late fee. The owner will be requested to pay the balance *in full* at that time.

D. An account delinquency that continues more than thirty days will be assessed another \$25 late fee and a second letter will be sent. The owner will be requested to pay in full again or make arrangements for payment.

E. Any delinquency that continues to sixty days or beyond will be assessed an additional \$25 late fee. The owner will be informed that if the account is not settled by payment or arrangements within ten days of the letter date, a lien will be placed against the property. The additional legal costs will be added to the delinquent account.

F. Accounts that continue to be delinquent after the lien has been filed will be subject to any other methods of collection available to the Association.

☞ Noise

A. Residents shall use reasonable care to avoid making loud, disturbing, or objectionable noises which might annoy or interfere with the rights, comforts, or convenience of any resident or neighbor. This includes, but is not limited to vehicles, playing of musical instruments, radios, stereos, TV sets, amplifiers and any other instruments or devices in such a manner as may disturb occupants of other units.

B. No fireworks or firearms may be fired or discharged on the premises.

C. Party noise must stop at 11pm on the weekends and 10pm on weekdays. After these times, the party needs to be moved indoors with the doors and windows closed. Infractions of noise need to be reported to the police.

☞ Parking

A. Parking shall be in designated areas only. Parking in the community is for residents and their guests only. There shall be only resident parking in front of garages.

B. Parking in front of fire hydrants, in fire lanes, or blocking access to the trash dumpsters, etc. or any other area that is marked "no parking", is not allowed. There is no parking on the west side of Springmeadows Court.

C. Recreational or business vehicles shall not be parked, placed, stored or maintained anywhere within the community except in emergencies or as a temporary expedience for loading or unloading. These vehicles are specific in their use and may adversely affect the residential character of a neighborhood. Recreational or business vehicles include but are not limited to, trailers of any kind, campers (including camper shells and motor homes), buses, boats or boat accessories, and trucks larger than three-quarter (3/4) ton (as defined by the Motor Vehicle Division), self-contained and other motorized recreational vehicles, snowmobiles, jet skis, all terrain vehicles, and any other vehicles clearly designed or designated by the manufacturer or the owner thereof, through signage and/or accessories, to be a commercial or recreational vehicle, even though it may be licensed by a state as a passenger vehicle.

D. Any vehicle may be towed by the Association if it is in violation of any City, County, or State Regulations, the Declaration and/or the Rules and Regulations. Those Rules and Regulations shall have the same force and effect as the Declaration. These restrictions, however, shall not restrict trucks or other business vehicles which are necessary for construction or for the maintenance of the property or any improvements located thereon.

E. Motorcycles are to be parked with a block of wood under the kickstand to prevent holes in the pavement and must be parked in a designated parking space.

F. All vehicles must be properly licensed and in operating condition.

G. Vehicles which have remained in one parking space for one (1) week are considered abandoned or inoperable and will receive a notice to remove the vehicle. Any owner who will need to leave a vehicle unmoved for a period of time (i.e. vacation, illness, injury, or for any other reason) should notify the Managing Agent that the vehicle in question is not abandoned or inoperable. No vehicle may be stored on the property except by special written permission of the Board of Directors. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the owner or posted on the unused vehicle and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability, and the expense thereof shall be charged and collected by the company hired to do the removal.

H. Vehicles which are extensively damaged and apparently inoperable will be towed at the owner's expense.

I. Parking areas or driveways shall not be used for the sale (including signs), repair, dismantling, or servicing including, but not limited to, changing motor oil or any other motor vehicle fluids of any vehicles, equipment, materials, or supplies. Activities such as washing and waxing will not be permitted.

J. When parking areas are being swept, resurfaced, or otherwise maintained, a notice will be posted, and all owners shall move their vehicles during this specific time. Those vehicles that are not moved from the area on the day of the work are subject to towing at the owner's expense.

K. Parking or driving on any portion of the lawn, sidewalks, emergency access ways, or between buildings and concrete curb stops, is prohibited. Repair or damage to the grass or sprinkler system will be assessed to the violator.

☞ Pets

PLEASE BE CONSIDERATE OF YOUR NEIGHBORS and help keep the complex clean. Pets should be an enjoyment to their owners and not a nuisance to others.

A. Pets may not be left unattended on the patios/balconies at any time during the day or night.

B. Pets may not be leashed to any tree, bush or patios/balconies which are limited or common elements of the property. Pets may not be tethered or staked unattended in the common areas.

C. The owner of a pet shall have the responsibility to pay for property repair from damage caused by the pet including, but not limited to, resodding of the lawn.

D. The Municipal Code of the City of Fort Collins has regulations with regard to pets, and Springmeadows Condominiums has adopted the following regulations. Unless otherwise stated in these rules and regulations, the **Municipal Code** shall apply:

Sec. 4-93 (a) All pet animals, except birds, shall be kept under restraint. It shall be unlawful for the owner or keeper of any pet animal, except birds, to permit such animal to be at large in the city.

Sec. 4-94 No owner or keeper of an animal shall permit such animal to disturb the peace and quiet of any person by barking, whining, howling, yowling, squawking or making any other noise in an excessive, continuous or untimely fashion. If any animal disturbs the peace and quiet, its owner or keeper shall be deemed guilty of a violation of this section, provided that no such owner or keeper shall

be charged with a violation of this section unless they or a member of their household over the age of eighteen (18) years has received a warning from the city of a previous complaint at least once within the preceding twelve (12) months.

Sec. 4-95 It shall be unlawful for any owner or keeper to fail to exercise proper care and control of his or her animal to prevent it from becoming a public nuisance. For the purpose of this section, a public nuisance includes an animal which is a safety or health hazard, damages or destroys the property of another or creates offensive odors which materially interfere with or disrupt another person in the conduct of lawful activities at such person's home.

Sec. 4-71 The owner or keeper of any animal shall be responsible for the immediate removal of any feces deposited by such animal on any property, public or private, not owned or exclusively occupied by the owner or keeper. The owner or keeper of any animal shall also be responsible for the periodic removal of feces deposited by such animal on property owned or exclusively occupied by such owner or keeper so as to prevent the creation of a public nuisance within the meaning of § 4-95.

E. If any violation persists, Fort Collins Animal Control may be called.

F. Fines for violations are as follows:

First Violation – warning letter noting the violation

Second Violation – a fine of \$50 will be assessed if violation continues.

Third Violation – a fine of \$100 will be assessed if violation continues.

Fourth Violation – a fine of \$150 will be assessed if violation continues.

\$150 will continue to be charged every month until the violation has been cleared.

Further legal action may be taken at this point.

☞ Rental Rules

A. A copy of the rules must be attached to any lease. Non-resident owners must state in the lease that renters must abide by the attached Rules and Regulations of the Association. All leases must be in writing.

B. Each non-resident owner is to observe the Rules and Regulations and ensure that his or her renters, guests and agents observe them.

C. In the event that expenses are incurred or fines imposed by the Association due to the violation of these Rules and Regulations on the part of the renter, guests or agents of a non-resident owner, that non-resident owner will be held liable for those expenses or fines.

☞ General Procedures

Policy for Enforcement of Covenants and Rules Including Notice and Hearing Procedures

The following procedures and guidelines are adopted as the policy of this Association. In the event of any conflict between this policy and the Declaration, Covenants, Bylaws, or Articles, the Governing Documents shall control unless superceded by statute.

A. Notice of Alleged Violation. The Managing Agent or the Board of Directors shall send notice of an alleged violation of the Governing Documents to the unit owner(s) alleged to be in violation within a reasonable amount of time following review of the complaint. The notice shall describe the nature of the violation, a date by which the violation shall be cured, the potential fine and the right to a hearing.

B. Service of Notices. Service of all notices required or permitted to be given hereunder shall be made as follows:

1. If to a unit owner: By personal delivery to the unit owner, or by U.S. Mail, addressed to the address of the unit owner as contained in the Association's records. If the alleged violation involves a lessee, a copy of the notice may but need not be personally delivered to the lessee, mailed to the unit address or posted on the door of the unit.

2. If to the Association: By personal delivery to the Board of Directors or the Management Agent or U.S. Mail addressed to the Association or Managing Agent at the address set forth in the most recent notice to unit owners (see Section 7 of the General Policies and Procedures)

C. Complaint. Action concerning a violation of the Governing Documents shall be initiated by a complaint from a Unit Owner or Occupant, the Board of Directors or the Managing Agent. Complaints from a unit owner must be in writing and addressed to the Managing Agent or the Board of Directors and must provide all relevant details of the alleged violation. The Managing Agent or Board of Directors shall make a reasonable effort to verify the alleged violation as soon as reasonably practicable following receipt of the complaint.

D. Request for Hearing. If a unit owner desires a hearing to challenge or contest any alleged violation and possible fine, said unit owner must request a hearing in writing, and shall describe the basis for challenging the alleged violation. In the event a proper and timely request for a hearing is not made within thirty (30) days from the date of the notice, the right to a hearing shall be forfeited. If a hearing is not requested within the thirty (30) day period, the Board shall determine if a violation has occurred, and if so, assess a reasonable fine as provided for within these Notice and Hearing Procedures/Covenant Enforcement Guidelines (hereinafter "Procedures and Guidelines"). The Board may also proceed with any further action it deems necessary to compel compliance. The fine shall be collectable as an assessment as provided in the Declaration or other governing documents. The Managing Agent or Board of Directors shall give notice of said assessment to the applicable member as provided in these Procedures and Guidelines.

E. Board To Conduct Hearing. The Board shall hear and render a decision pursuant to these Procedures and Guidelines. The Board may appoint an officer or other unit owner to act as the presiding officer in any of the hearings.

F. Conflicts. Any Board Member who is incapable of objective consideration at any hearing shall disclose such to the President of the Board prior to the hearing, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board Member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board Member results in an even number of remaining Board Members eligible to hear a case, the presiding officer of the hearing may appoint a unit owner, in good standing, to serve as a voting member of the hearing Board.

G. Hearing. The Board shall inform the unit owner of the scheduled time, place and date of the hearing. The hearing shall be scheduled within 30 days after the request for a hearing provided that the presiding officer may grant continuances for good cause. Unless otherwise determined by the Board, all hearings shall be open to attendance by all unit owners. The Board will provide the unit owner written notice of its decision.

H. Fine Schedule. Unless otherwise provided, any violation of the Declaration, Bylaws, Rules and Regulations, or other Governing Documents shall subject the unit owner to a reasonable fine as determined by the Board of Directors. If the Board deems that a violation still requires correction after the hearing, the owner will be given fifteen (15) days in writing to comply. If the owner fails to correct the problem in that timeframe, a fine of \$100.00 will be assessed against the property. If after forty-five

(45) days from the required date of compliance the violation still exists, there will be an additional \$150 assessed against the property. The fine will then increase to \$200 after seventy-five (75) days from the required date of compliance and will continue to be assessed on a monthly basis until compliance is met to the Board's satisfaction. If the fines go unpaid, the Board will consider the placement of a collection lien as well as a compliance lien.

I. Notwithstanding any provision of these Procedures and Guidelines, the Board may use any legal means available at any time to enforce the terms of the Declaration, the Bylaws, or any other Governing Document of the Association, including filing a lawsuit against the unit owner to compel compliance.

J. Miscellaneous.

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

The Board hereby elects to incorporate this document as an official policy for this Association.