

Windmill Condominium Association

Rules and Regulations

May 2013

1. Registration of Mailing Address

Each Owner shall register his mailing address with the Association. The Owner or several Owners of an individual unit shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm corporation, partnership, association or other legal entity or any combination to be used by the Association. Such registered address of a member(s) shall be furnished by such member(s) to the management company or Board within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the condominium unit or by such persons as are authorized by law to represent the interest of (all of) the Owners.

2. Residential Dwelling

1. The property is hereby restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used or permitted to be kept or stored on any portion of the property at any time either temporarily or permanently.

2. No business activities of any kind shall be conducted in any building or in any portion of the property except those permitted by Local City Ordinances and the Board of Directors. These home businesses may not increase traffic, use guest parking, or create any disturbance, nuisance or excessive use of the property.

3. Peaceful Enjoyment

No nuisance shall be allowed on the property, 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 property by its residents. Out of consideration to others, no loud noise, music, voices, late night gatherings or vehicle noise will be permitted. This applies to the entire property, including its common areas and parking lots. All parts of the property 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.

4. Lawful use

No immoral, improper, offensive or unlawful use shall be permitted or made on the property or any part thereof. All valid laws, ordinances and regulations of all government bodies having jurisdiction shall be observed.

5. Hold Harmless

Nothing shall be done or kept in any condominium unit or in or on the common areas, or any part thereof, which would result in the cancellation of the insurance of the property, or any part thereof, or an increase in the rate of the insurance on the property, or any part thereof, over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any condominium unit or in or on the common areas, or any part thereof, which would be in violation of any statute, rule ordinance, regulation, permit or other imposed requirement of any governmental body. No damage to or waste of the common areas, or any part thereof, shall be committed by any Owner or by any member of the Owner's family or by any guest, invitee or contract purchasers of an Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from such damage or waste caused by him, the members of his family, or his guests, invitees, tenants or contract purchasers.

6. Right to Lease

The Owner of a condominium unit shall have the right to lease his condominium unit under the following conditions:

1. No Owner may lease less than his entire condominium unit.
2. All leases shall be in writing.

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3. All leases shall provide that the terms of the lease and lessee's occupancy of the condominium unit shall be subject to all respects to the provisions of this Declaration, Articles of Incorporation, By-laws and Rules and Regulations of the Association. Any failure by the lessee to comply therewith shall be a default under the lease.
4. Any such leasing shall not relieve the Owner of the obligations imposed pursuant to this Declaration, Articles, By-laws, Regulatory Agreement and the Rules and Regulations.
5. No Owner may lease his condominium unit for transient or hotel purposes, which shall be defined to mean: 1) a rental for any period less than thirty (30) days; or 2) any rental if the occupants of the condominium unit are provided customary hotel services, such as room service for food and beverage, maid service, furnish laundry and linen and bellboy service.
6. All leases shall be registered with the management company and a copy of the lease shall be provided within ten days of signing. Rental amount may be removed. (An appropriate form may be used as approved by the Board of Directors in place of actual lease.)
7. A current copy of Windmill Condominium Rules and Regulations shall become a part of the lease. Pets, vehicles with make, model, and license plate numbers, along with emergency phone numbers must be provided to the management company.

7. Patios, Balconies and Common Areas

1. The Owner/Tenant shall keep up in a neat and clean condition, the patio areas, balconies, court yards, lawns, breeze ways adjoining to/or leading to a condominium unit. No unsightliness shall be permitted on or in any part of the property. Items such as bedding, clothing, rugs, plastic, etc. shall not be hung or placed upon any of the general common areas, including areas which are limited common elements.
2. Entrance doors shall remain clean and tidy, newspapers or garbage shall not be allowed to accumulate in front of unit entrances. Light fixtures shall be kept clean and in good repair, bulbs changed, floors should be swept and trash free. Decorative objects should be limited to three items on or around the entry door. Small picture hangers will be allowed to hang decorations. Height, width or diameter shall not exceed 12 inches. Hooks and plant hangers are not to be used on exterior walls of building.
3. Balconies and patios shall be used for their intended purpose. Items such as neatly piled wood, patio furniture, non-motorized bicycles, electric grills and small plant stands will be permitted. Live plants shall be allowed (may not be placed on railings or walls). All other items shall be prohibited. All other items shall be kept in storage. Hooks, large nails, plant hangers are not to be used on exterior of the building.
4. Balconies and patios are to be maintained by the Owner/Tenant to the extent, but not limited to, snow removal, drains (located at balcony floors) kept clean, and replacing light bulbs. They shall be kept in a manner that no damage occurs to the exterior of the unit or the unit below. If damage does occur to the common area due to neglect, abuse or misuse, the Owner will be held responsible and charged for the repairs.
5. Any changes or alterations to the exterior of the building or limited common areas will not be permitted without the written consent of the Board of Directors. This includes paint, flooring, ceilings, enclosures, blinds, screens, landscaping, satellite dishes, etc. Removal of such improvements and the restoration will be charged to the Owner.

8. Holiday Decorations

Decorations will be permitted to be displayed 2 weeks prior to major holidays and shall be removed two weeks after the holiday. Decorative items are to be confined the unit's personal entrance, patio, balcony and interior window areas. No Nails, hooks or any material that can cause any damage to the exterior of the building shall be permitted.

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9. Exterior Additions/Satellites

1. No exterior additions or alterations of any building, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained without the prior written approval of the Association's Board of Directors.
2. Satellite dishes will not be permitted without written permission. Written permission will be given only if a dish is mounted on a tripod and placed on the balcony or patio area of the unit.

10. Windows and Interior Coverings

Interior window coverings which are seen from the exterior of the building shall be addressed since they directly affect the overall look of the building. Interior coverings such as blinds, curtains, shutters, or any other materials intended for this use shall be permitted. Other items such as newspaper, aluminum foil, bed sheets, towels, tents, etc. shall not be permitted. Windows shall appear clean, orderly and in good repair at all times.

No Windows and/or patio doors shall be left open for extended periods of time during the winter months or while the temperatures are under 45 degrees. The unit shall be suspect to heating problems.

11. Signs

No advertising signs shall be permitted, with the exception of "For Rent" and "For Sale" signs of commercial/professional quality. These signs may be placed in windows of the unit. Signs will not be permitted on any common area or lawn. No signs are to be nailed to the patios, balconies or the exterior of buildings without the written consent of the Board of Directors. Two signs per unit will be allowed.

12. Pets

If any animal creates a nuisance, which will include barking or loud noises, the Owner will receive one informal notice. If the nuisance continues, a written notice shall be issued and the violation process started. For units occupied by tenants, the Owner shall be notified of the violation and fines will be assessed against the Owner's unit.

No exotic animals, livestock or poultry of any kind shall be raised, bred or kept on the property.

1. No more than one small dog or cat or other household pet may be kept per unit. Pets shall weigh no more than 30 pounds. Board members or management may request verification of weight or breed by documentation from a vet or other means, by directive of the Board.
2. The right to keep a household pet shall be coupled with the responsibility to pay for any damage caused by Owner/Tenant's pet.
3. Every Owner/Tenant of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud, disturbing noises or any other behavior annoying to others.
4. No animal shall be allowed to remain tied, chained or leashed to any general or limited common area, furniture, patios or other parts of the property exterior or to a condominium unit, and any such animal(s) so tied, chained or leashed may be removed by the Association or its agent.
5. No animal shall be permitted to run loose or at large on or about the property. Any animal so found may be removed by the Association into the custody of the dog warden or other appropriate official.
6. All animals shall be leashed or under voice command while being walked on the common area property.
7. Owner/Tenant is to clean up after the pet immediately.
8. The following breeds or mixed breeds shall be strictly prohibited: Pit Bull, Pit Bull mix (or various named Terrier), Rottweiler, Chow, Akita or Wolf or Wolf Hybrid.
9. The Association shall have the right to require owner/tenant with more than 3 pet violations during a 12 months period to remove their pet from the premises.

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13. Parking / Vehicles/ Motorbikes

1. Motorcycles, motorbikes or electric bikes may be parked but not stored in parking spaces. Motorcycles shall have blocks under the kickstands at all times. All other vehicle parking restrictions apply to bikes.
2. Each unit has an assigned space. Owners/Tenants shall not park or allow guest to park in any numbered space other than the one designated to their unit. All motorized vehicles must be parked and driven in designated lots and drives only.
3. Guest parking spaces are not to be used as regular parking for Owners/Tenants. Any vehicles noted to be parked in guest spaces and determined to be vehicles other than visitors' shall be given a 24 hour notice and then removed from the area the owner's expense.
4. The following are not permitted in the parking areas: boats, trailers, snowmobiles, recreational vehicles, commercial vehicles *, and those vehicles over 17 feet (bumper to bumper) in length.

Definition: "A "commercial vehicle" is any vehicle with any of the following characteristics or combination of characteristics: any vehicle with business signage or logos, any vehicle over 7,000 pounds, any vehicle with no passenger seats (i.e. delivery vans), vans with extended side panels, any vehicle with racks or panels designed to carry equipment, any vehicle with material or equipment protruding beyond the front, rear, top or sides of the vehicle (including any vertical extension above the limits of truck sides or van/automobile top, but not including a standard truck box), any vehicle in excess of 6'8" in height, and/or any vehicle with commercial license plate."

5. Vehicle maintenance shall not be performed in the parking areas. Owners/Tenants will be held accountable for damage to asphalt or other surfaces as a result of leaking or spilled fluids, included, but not limited to, motor oil, transmission fluid and antifreeze.
6. Abandoned, inoperable automobiles or vehicles, or vehicles with expired licenses shall not be stored or parked on any portion of the property. An "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer. Written notice shall be given to the management company regarding a vehicle that is left during vacation or a period of illness.
7. A written notice describing the "abandoned or inoperable vehicle" and requesting removal within 72 hours may be personally served upon the Owner/Tenant or posted on the unused vehicle. If in the event that the vehicle is not removed, the Association or its manager shall have the vehicle towed. The vehicle Owner, not the Association, will be liable for all fees incurred and must pay these before the vehicle will be released by the towing company, or the Owner's assessment account will be charged accordingly. Any damage claimed to have been caused during towing is the responsibility of the vehicle's Owner, not the Association, and such claims shall be settled by the vehicle's Owner and the towing company.
8. Sidewalks shall remain unobstructed. Vehicles shall not park so that either bumper hangs over the sidewalks. Snow removal, landscaping and emergency equipment must be allowed to pass over sidewalks unobstructed by vehicle protrusions.
9. Owners/Tenants will aid during times of snow removal, by keeping guest parking spaces open when there is an accumulation of 3 inches or more in the parking areas.

14. Laundry Rooms

The use of the laundry room is strictly reserved for Owner/Tenant's use.

1. Laundry rooms are to be picked up and left clean after each use, including the cleaning of the lint filters. Lights shall be turned off after use.
2. Courtesy hours of use shall be observed from 9:00 a.m. till 10:00 p.m.
3. No personal belongings shall be stored in the laundry rooms. The Association is not responsible for any articles left in or removed from the laundry rooms.

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15. Trash Disposal

1. Dumpsters are conveniently located throughout the property. Rubbish disposal should be contained to trash bags. No other waste than household trash shall be put into dumpsters. Chemical items such as paint, car fluids, oils, solvents, flammables, etc. shall not be disposed of and must be taken to the City Dump for proper disposal.
2. Recycle containers have been placed on the property. Recyclables should be removed from plastic bags before placing into the container. Plastic grocery bags are NOT recyclable. Cardboard boxes shall be cut down to fit into recycle containers.
3. Items such as refrigerators, appliances, furniture, car parts, etc. may not be thrown into or left at the side of the dumpsters. Owners shall be responsible to remove these items from the premises at a nominal charge if arranged through the management office. If it is verified that items left by the dumpster by a resident/owner without informing the management office for removal and the Association was charged for it, the Owner of that unit shall be responsible for those extra charges. The Owners' Assessment account will be billed the actual removal charge and a fine will be imposed after a hearing process.
4. It is strictly prohibited to place burning cigarettes, fire place ashes and embers into the trash containers. This poses the danger of fire with potential loss of property, injury and even death to other persons present.

16. Pool Rules

Each Owner is issued one key. New Owners, upon sale, should receive this key from the previous Owner. The charge for a newly issued key will be \$35.00 and verification of Ownership or residency will be required. Conditions for pool use:

1. For safety reasons, children 14 years or younger must be accompanied by a responsible adult (18 years or older) or must demonstrate an ability to swim.
2. Pool hours are from 10:00 am to 9:00 pm. The opening and closing of the pool are Memorial Day through Labor Day. These dates and times may vary from year to year. Please check with the management company, or check for postings in and around the pool.
3. Up to 3 guests are permitted at one time, per unit. If additional guests are desired, prior written notice shall be obtained from the management.
4. For safety reasons, no alcoholic beverages or glass containers are allowed. Smoking is strictly prohibited as per City of Fort Collins ruling for public places.
5. No running, "horseplay", or diving into the pool is allowed for safety reasons.
6. Noise shall be kept at a reasonable level. No stereos or radios will be allowed in the pool area.
7. Proper swim attire is required. Street clothes or diapers are not allowed in the pool.
8. Pets are not allowed in the pool or the pool area.

During severe weather, such as electrical storms, hail, etc., the pool is automatically declared "Closed" as a safety precaution until the weather is improved and it is safe again to swim.

Violation of pool rules or a delinquent assessment account will result in the suspension of pool privileges up to 60 days and/or a fine for each violation to be determined by the Board of Directors.

17. Clubhouse

All Owners are entitled to use the clubhouse. Owner's renters may use the clubhouse facilities provided they are registered with the management company through their lease.

A reservation for the clubhouse must be made through the management company and the key for the clubhouse picked up. A deposit of \$150.00 must be made to the management company and will be refunded after the key is promptly returned and the clubhouse is inspected, found in a clean condition and no damages have occurred. This includes cleaning of the kitchenette and any spills on the carpet.

Violation of the club house agreement or a delinquent assessment account will result in the suspension of privileges for up to 60 days and /or a fine for each violation to be determined by the Board of Directors.

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18. Repairs in General

Any repairs ordered by an Owner/Tenant shall not be paid by the Association, except those authorized by the Board of Directors. The Association shall take responsibility of repairs ordered by the Board of Directors or the management company.

Since the management company has a 24 hour answering service, it would be a rare case that any repair would be considered an emergency. Only then, in the rarest case, would the Board of Directors deliberate and pay a repair ordered by anyone other than an authorized person.

It is the responsibility of each owner to maintain all faucets, plumbing, thermostats and zone valves within the unit. Dripping or leaking faucets and plumbing shall be repaired immediately and without any delay. Deferred repair by the owner shall result in a violation.

19. Plumbing

- 1. A plumbing repair request by an owner requiring the shut-off of the entire building must be conducted by a licensed and insured plumber, to be verified by the management company. Instructions for water and boiler shut-downs must be strictly followed as posted in each mechanical room. Damages due to improper shut-downs shall be the responsibility of the owner.**
2. All shut-offs must be approved by the management office. A shut-off notice to all residents of the building must be posted at least 24 hours in advance and 48 hours is preferred. The management company shall be informed of the nature of the repair.
3. An ordinary repair shut off without notice shall be considered a violation. Any damages to the boilers shall be the charged to the responsible owner.
4. In the event of an emergency (to be determined by the Board of Directors or the management company), the water may be shut off without notice or violation.
5. NO Washer and dryer installations within the units are permitted. (town homes excluded)
6. Any water damage to neighboring units due to illegally installed appliances shall be the responsibility of the Owner. Upon sale of the unit, the washer and dryer must be removed unless specific, prior written permission is verified with the Board of Directors. (town homes excluded)

20. Electrical

All electrical repairs such as circuit breakers or fuses that are in the common area are to be reported to the management company. Anyone attempting to make repairs on their own will pay for the repairs, and for any additional repairs that the Association would incur to call an electrician.

21. Outdoor Grills

Propane grills will not be permitted on the property. This is due to the potential fire hazard per our insurance company and the fire code Amendment 160. Electric grills are permitted.

22. Firewood

Firewood shall not be stored on the patios through the summer months. Firewood shall be neatly stacked on patios and balconies during the following dates: October 1 until May 31 of each year.

23. Rules and Regulations

Additional and supplemental Rules and Regulations may be adopted by the Board of Directors concerning and governing the use of the general and limited common areas; provided, however, that such Rules and Regulations shall be furnished to all Owners prior to the time that they become effective and they shall be uniform and non-discriminatory except to the extent the Board has discretionary rights specifically given to it by the Declaration.