

RULES AND REGULATIONS

THE SEASONS CONDOMINIUM ASSOCIATION OF BOULDER, COLORADO

These are the Rules and Regulations governing the Seasons Condominiums and the Seasons Condominium Association of Boulder, Colorado. They apply to all residents of the Seasons, Owners and non-Owners alike. They are enforceable in accordance with our Declaration and Bylaws. The purpose of these Rules and Regulations is to ultimately provide all residents maximum enjoyment while living at the Seasons.

The Seasons is an association of individuals and a community of residents with many common interests. Remember – to have a good neighbor, you must first be a good neighbor.

ARTICLE ONE: PERTINENT INFORMATION

1.1 **OFFICE** The Seasons Condominium Association is managed by Haven Community Management, whose address is 350 Interlocken Blvd, Ste 350, Broomfield, CO 80021. Office hours are 8:00 am to 5:00 pm, Monday through Thursday, and Fridays 8:00 am to 1:00 pm. The telephone number is **(303) 530-0700. For emergencies, please call the same number and choose option 4.**

1.2 **MAINTENANCE** Maintenance of all Common Elements is provided by contract labor. Repairs inside a Unit are the responsibility of the Unit Owner and not that of the Association.

1.3 **GOVERNING DOCUMENTS** The Condominium Community and the Association are primarily governed by three documents: (a) THE CONDOMINIUM DECLARATION OF THE SEASONS CONDOMINIUMS, (b) ARTICLES OF INCORPORATION, and (c) BYLAWS OF THE SEASONS CONDOMINIUM ASSOCIATION OF BOULDER, COLORADO. In addition, the Community and the Association are governed by the rules and regulations, policies, and resolutions adopted by the Board of Directors pursuant to Colorado law. These documents, as well as Budgets and other Association-related documents, are kept on file at the office of the Management Company and are available for your inspection and copying in accordance with ARTICLE TEN of the Association's Bylaws.

1.4 **ANNUAL MEETING** The annual meetings of the Association shall be held each year on such date as shall be selected by the Board of Directors. At such meetings, the Members shall transact such business of the Association as shall properly come before the meeting, including election of members of the Board whose terms are expiring. Your Board of Directors encourages all residents to become involved in and with the Seasons. Attend Annual Meetings and Board Meetings and serve on various committees that advise the Board. Information on these committees is available from the Board members or the Management Company. Only through active resident participation can your Association be responsive to your needs and wishes. This will make the Seasons a sound investment, as well as a pleasant and enjoyable place to live.

ARTICLE TWO: COMMON ELEMENT REPAIRS

Owners should submit requests for repairs of the Common Elements to the Board through the management company by emailing customercare@havencm.com

ARTICLE THREE: DEFINITIONS

Terms used in these Rules and Regulations have the same meaning in these Rules and Regulations as such terms have in the Condominium Declaration of the Seasons Condominiums.

ARTICLE FOUR: GENERAL RULES

4.1 These Rules and Regulations, the Declaration, the Articles and Bylaws shall be enforced by the Board of Directors, and Fines and Individual Assessments for infractions may be levied in accordance with the Declaration and Bylaws, and the Association's responsible governance policies adopted pursuant to C.R.S. § 38-33.3-209.5.

4.2 Owners are responsible for infractions committed by their tenants, invitees, occupants, and guests.

4.3 There shall be no loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents. Volumes shall be appropriate between the hours of 10:00 pm to 8:00 am.

4.4 No sign of any type is allowed to be placed on the Common Elements without prior written permission from the Board of Directors. Political signs may be displayed starting 90 days before an election and must be removed within 14 days after any election.

4.5 All roadways and walkways shall be clear for emergency traffic. No cars, furniture, bicycles, barbecues, toys or other items of personal property shall be stored, left or parked on a roadway, walkway or any other place within the Common Elements.

4.6 Rugs, clothing or other household items may not be hung from any window, balcony, fence, or façade of the buildings. No clothesline of any type shall be allowed which is visible from the Common Elements, the street, or neighbor's Unit.

4.7 No fireworks or firearms may be fired or discharged within the Community.

4.8 Any unlawful act may be reported to the appropriate governmental authorities and will be deemed an infraction of these Rules.

4.9 No flammable, combustible or explosive fluids, chemicals or substances shall be kept within the Community except those required for normal household use.

4.10 No resident shall sweep or throw any debris onto the Common Elements.

4.11 There shall be no use of charcoal grills within the community with the exception of the permanent grills located throughout the property. Per the City of Boulder fire code gas grills with a

propane bottle less than 2.5 pounds are permissible for individual condominium occupants. Gas grills with larger propane bottles are not permissible at the Seasons and must be removed or modified to accommodate a 2.5 pound propane bottle. Electric powered grills are also permissible under the City fire code.

4.12 Owners have the option of purchasing and installing a storm door. The two models approved are: *Larson Life Core Model 274-FL*, *Larson Life Core Model 271 TT*. The color must be Almond. Local building supply stores carry these models.

4.13 Owners shall keep their equipment, appliances and appurtenances in good order, condition and repair, i.e. air conditioners, hot water heaters, etc. Each Owner shall be responsible for any damages to any other unit or Common Elements resulting from the failure or neglect to make any necessary repairs. Owners will also be responsible for any service or after-hours emergency calls that require vendors and/or the Management Company resulting from their failure or neglect to properly maintain their equipment, appliances and appurtenances.

4.14 Owners must purchase a Condominium Unit Owner's Insurance Policy (HO-6) or its equivalent for all of such owner's personal property, household goods and furniture located within such owner's condominium, together with personal liability coverage to cover acts or occurrences within such owner's condominium. **Homeowners are strongly encouraged to carry full insurance to cover damages to the condo unit through no fault of their own.** The HOA insurance will not cover interior finished surfaces which include but are not limited to: carpet, pad, tile, paint, drywall. **Every owner must provide proof of compliance annually to the HOA.**

4.15 Owners are obligated to immediately report to the management company any damages to their condominium resulting from the negligence of another homeowner of the Association. If damages are the responsibility of the Association, owners must allow the damages to be certified and documents. If an owner denies access or services to mitigate damages, at the Board's discretion, the Association may not be responsible for damages or repairs.

4.16 The Board may adopt such reasonable rules as it deems proper for the Association. A copy of said rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner (by email or other means). Upon such mailing or delivery, said rules shall be in full force and effect and shall be enforced against each Owner. It shall be the Owners' responsibility to provide the Owners' tenants with the Rules and Regulations.

ARTICLE FIVE: PETS

5.1 Permitted pets are standard domestic household pets, i.e. dog or cat. To ensure that animals are not kept in a manner that may create a nuisance or inconvenience to the Condominium Community, each condominium unit may keep two dogs or two cats or any combination thereof, not totaling more than two household animals. **DOGS SHALL BE ALLOWED ONLY IN CONDOMINIUMS OCCUPIED BY OWNERS (NOT RENTERS). THE OWNER OF THE DOC(S) MUST BE THE OWNER OF THE CONDOMINIUM.**

5.2 If a permitted household animal constitutes a nuisance or inconvenience to a resident of the Condominium Community, The Board of Directors shall have the right to direct that the animal be permanently removed from the Condominium Community. No removal of an animal shall be made until

the animal's Owner has been given written notice as to the reason for such animal's removal, and such owner has had an opportunity for a hearing before the Board of Directors. All costs incurred by the Association in enforcing and effecting the removal of such animal, including reasonable attorney fees and costs, shall be assessed against the Owner of the Unit wherein the animal resides.

5.3 Permitted household animals shall not litter the Common Elements. ANY SOILAGE MADE BY PETS ON ANY PORTION OF THE COMMON ELEMENTS MUST BE CLEANED UP AT THE TIME OF THE INCIDENT. It shall be the duty of the Association to keep the Common Elements free of litter caused by and left by pets. The Owners of pets known to be at large upon the Common Elements shall be assessed by the Board of Directors for the cleanup expenses incurred, together with the costs of collection and enforcement, to include reasonable attorney fees and costs if necessary.

5.4 Permitted household animals shall not be allowed to run at large within the Condominium Community, but shall be at all times under control of the owner while such animal is outside such Owner's condominium. Pets in the Common Elements must be either carried or be on a leash. The Boulder Animal Control Office will be contacted to have any animals found on the property without a leash removed. Residents must follow the City of Boulder's leash laws. The Association, or its representatives, may notify the City Animal Warden of pets found at large within the Common Elements in violation of City Ordinances.

5.5 No livestock, poultry or animals other than domesticated household pets may be kept.

5.6 No animal may be leashed to any stationary object in any Common Element or left on a balcony or patio.

5.7 Owners will be held responsible and liable for any property damage, injury or disturbance which such Owner's pet or such Owner's tenant's pet may cause.

ARTICLE SIX: SWIMMING POOL

6.1 Daily Hours: 8:00 am – 10:00 pm Sunday through Thursday
8:00 am – 12:00 am Friday and Saturday

6.2 NO LIFEGUARD IS ON DUTY. ALL PERSONS SWIM AT THEIR OWN RISK.

6.3 Guests must be accompanied by a resident. Each Unit is limited to 2 guests at one time.

6.4 Pets are not allowed within the gated pool area.

6.5 Glass containers are not allowed in the pool area.

6.6 Persons who are unable to swim one length of the pool without assistance must wear certified life preservers, or be accompanied at all times by a person who is able to swim one length of the pool without assistance. Other types of floats (air mattresses, inner tubes, etc.) are not allowed in the pool.

6.7 The pool gate is to be kept locked at all times. DO NOT prop the pool gate open. Replacement keys for the pool gate is \$25.00.

6.8 Only appropriate swimwear is allowed in the pool – no cutoffs, etc.

6.9 The pool is generally opened for the season on or around Memorial Day each year and closed for the season on or around Labor Day each fall. The pool is closed between approximately Labor Day and Memorial Day.

6.10 No splashing, roughhousing, horseplay, screaming, loud music, or other activities that may annoy or be a nuisance to other users or the pool.

ARTICLE SEVEN: TRASH

7.1 Trash shall be picked up on a regular schedule. All trash must be put into the trash dumpster and the area around the dumpster must be kept clean. **It is a violation of these rules to leave any item in the area around the dumpster.** Disposal of any items which do not fit within the dumpster is strictly prohibited. Any Owner who violates or whose tenant violates this section shall be assessed an appropriate monetary fine by the Board of Directors.

7.2 Bagged trash or trash cans must be kept inside the Unit if not put into the trash dumpster to be picked up.

7.3 No rubbish, garbage, trash or discarded smoking materials shall be allowed to accumulate upon the Common Elements outside of the trash dumpsters.

7.4 All trash dumpsters shall remain clear for loading/unloading for the trucks to remove garbage from the property.

ARTICLE EIGHT: VEHICLE PARKING AND TRAFFIC POLICIES

8.1 Vehicles shall be parked only in garage spaces or open parking spaces.

8.2 No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or garage space. Any offending vehicle is subject to towing.

8.3 Speed limit signs, stop signs, yield signs and no parking signs may be erected at the Board's discretion with authorization of the appropriate governmental agency.

8.4 Vehicles shall not extend beyond the marked boundaries of any parking space while parked. The front of a vehicle shall not obstruct pedestrians from walking along the sidewalks.

8.5 Parking is not permitted in front of garages, in front of garbage containers, or anywhere posted as a no parking or tow away zone.

8.6 All vehicles parked at the Seasons must have current tags and registration and a Seasons parking sticker or hangtag. All vehicles must be moved at least every fourteen (14) days. Exceptions will be made twice per year for periods up to four (4) weeks. Please notify management for an exception

permit. For purposes of this section, a vehicle shall be deemed to have current registration for the full month after the expiration month on the license plate. All vehicles showing a valid Seasons parking sticker or hangtag **must** be given a written warning at least 72 hours before being “booted” for expired registration.

8.7 Vehicles in violation of parking regulations are subject to being towed at owner’s expense. In addition, the Owner of the Unit associated with such vehicle may be and/or being fined by the Board of Directors.

8.8 Owners of vehicles found to contaminate the concrete with any type of fluids will be responsible for the clean-up.

8.9 **Garage Spaces and the Use of Garage Spaces.** Each Owner shall maintain the interior of his or her Garage Space in a clean, safe and attractive condition and shall keep the same free from litter and debris. Any garage space that does not allow a vehicle to be parked within such space is prohibited. All garage doors must remain closed at all times except when vehicles are entering or exiting the Garage Space.

8.10 Parking lots are reserved for resident use only. Guests must park on the street or in designated guest parking areas if available. **Each unit will be issued only 2 parking stickers for their vehicles and any unit with a garage will receive only 1 parking sticker.** It is assumed if there is a second vehicle it will be parked in the garage and any additional vehicles must be parked on the street.

8.11 Parking stickers must be displayed in the upper left rear window of the vehicle. Vehicles that do not have a Seasons parking sticker displayed will be subject to booting and/or towing at the owner’s expense. Stickers may be placed only on personal vehicles belonging to current residents. Owners must notify their tenants of this policy and ensure they have proper parking stickers and knowledge of the regulations.

8.12 No vehicles will be allowed to drive on the fire lanes, sidewalks or turf areas at any time. Violators will be assessed fines per the schedule of fines outlined in the enforcement policy.

8.13 Owners who rent their units to tenants are eligible for a “hang-tag” parking permit which can be obtained by contacting the management company.

ARTICLE NINE: DESIGN REVIEW COMMITTEE

9.1 No exterior alteration, modification or addition shall be commenced, altered, moved, removed, installed or maintained within the Project until the plans and specifications showing the nature, kind, shape, height, materials, locations and approximate cost of the same shall have been submitted to and approved in writing by the Board of Directors. The Board shall exercise its best judgment to see that all alterations, modifications and additions within the Project conform to and harmonize with existing surroundings and structure.

The Board shall approve or disapprove all requests within thirty (30) days after reviewing all documents needed. The review process shall be at the next regularly scheduled Board meeting after receipt of all required documents. In the event the Committee fails to take any action within said 30 days

after the regularly scheduled meeting, approval will not be required, and the design review shall be deemed to have been fully complied with.

9.2 Any modification, alteration or addition without the written approval of the Board shall be deemed to be a violation of these rules.

9.3 Any temporary exterior holiday decorations may be displayed within 15 days before a holiday and removed within 15 days after the holiday. **Christmas and winter holiday lights and decorations will be allowed from November 25 through February 1.** All installations of exterior decorations for holiday purposes must not jeopardize the safety, welfare or convenience of the community.

9.4 In any Residence which is located above another Residence (“stacked”), the floor shall remain carpet or vinyl as originally installed. In the event of replacement, the carpet being installed shall be of the same quality and consistency as the carpet being replaced. The installation of wood, tile, or any other hard surface floor coverings are prohibited without prior Board approval.

9.5 Window and sliding doors may be replaced using a white vinyl exterior finish. Same style and opening as original windows, crank out windows are not allowed. All window and sliding door replacements must be approved by the Board.

ARTICLE TEN: LEASED UNITS

10.1 Units may only be leased for single-family residential purposes, including permitted home occupations.

10.2 There shall be no more people residing in the Unit than are allowed by the Condominium Declaration, Article Six, Paragraph 11(b), p. 33.

10.3 Any non-Owner residing in any Unit shall be subject to these Rules and Regulations in the same manner as would an Owner. Any fines or Individual Assessments incurred by non-Owner residents shall be the liability of the Owner of the Unit, and shall be assessed in accordance with the procedures specified in the Declaration, Bylaws, and responsible governance policies.

10.4 The Owner is responsible for the distribution of the Rules and Regulations to such Owner’s tenants.

ARTICLE ELEVEN: STATE AND COUNTY REQUIREMENTS

11.1 All Owners are obligated by the Declaration to comply with Colorado law while within the Community. The Association incorporates by this reference any and all applicable state, county, or municipal burn bans to the Community, with the intent that the Association may impose sanctions or undertake enforcement action directly against any Owner, tenant, invitee, occupant, or guest who takes action contrary to such burn bans.

The foregoing Rules and Regulations were adopted by the Board of Directors on the _____ day of _____, 2018, effective the _____ day of _____, 2018.

President

ATTEST:

Secretary