

Hartsock Village Condominiums
HOMEOWNERS ASSOCIATION
RULES

JULY 2012

This document is a supplement to the Declarations, the Articles of Incorporation, and the By-Laws of the Hartsock Village Condominium Homeowners Association, Inc. (HOA), all of which govern its members.

The Board of Directors (Board) has adopted these Rules with input from Owners. The Board may amend the Rules as necessary. The Declarations shall be the controlling document in the event of conflict between the provisions of the Rules and the Declarations.

The Rules are intended to assist Owners, Tenants and guests in their enjoyment of the Hartsock Village Condominiums (Hartsock) property as well as to protect the property value and investment of Owners.

These Rules differentiate in certain situations between Owners and Tenants. The term Resident includes both Owners and Tenants.

The Board has authority to enforce the Rules and to expand its provisions as needed and rules which refer to an Owner will also apply to Owner's Tenants and guests.

Note: For any Rule that is referenced in the Declarations, the number of that Declarations item will appear at the end in parentheses. *Example (x.x).*

The Rules are contained in the following pages.

Table of Contents

| | | |
|----|--|-------|
| 1 | Property Manager | p. 3 |
| 2 | Architectural Control | p. 3 |
| 3 | Common Areas, Balconies/Patios | p. 4 |
| 4 | Parking and Vehicle Operation | p. 4 |
| 5 | Pets/Animals | p. 6 |
| 6 | Safety | p. 7 |
| 7 | Moving | p. 8 |
| 8 | Leasing | p. 8 |
| 9 | Trash | p. 10 |
| 10 | Nuisance (Consideration by neighbors) | p. 10 |
| 11 | Miscellaneous | p. 11 |
| 12 | Enforcement Procedures | p. 11 |
| 13 | Dues Assessments, Fees | p. 12 |

1. PROPERTY MANAGER (10.1)

1.1 The HOA has directed its Property Manager to oversee the day-to-day enforcement of these Rules as well as the provisions of the Declarations and By-Laws. The Property Manager is authorized to take all actions necessary to ensure full compliance by Owners and Tenants.

2. ARCHITECTURAL CONTROL

2.1 No architectural alterations/modifications to a Unit's exterior (including doors, windows, patios and balconies) are permitted without prior Board approval.

If Owners wish to make any changes, they must make a request in writing to the Board that must include a proposal describing the change along with any supporting information that include but are not limited to specifications, photos, color samples, material samples and the like.

The Board will make the final determination and a "Letter of Approval" or "Denial" will be issued to the Owner. (7.2)

2.2 Once approved, any modification(s) are subject to progressive and final inspection by the Board to ensure the changes have been completed in accordance with the approved proposal. (7.2)

2.3 Changing the color of any building exterior surface is prohibited. (7.2)

2.4 Changing the color of any interior Common Area requires permission and approval by the Board. (7.2)

2.5 The outside facing of any window coverings such as drapes, curtains and blinds must be a light neutral color, such as white, beige, or almond. Approval by the Board is required before applying solar film or similar products to any windows. (7.2)

2.6 Approval by the Board is required for any interior modifications to a Unit affecting structural and Common Area elements. For example, replacing flooring could increase sound transmissions. (7.2)

2.7 No outbuildings may be added to any property or lot including, but not limited to, storage sheds, doghouses, moving pods, basketball backboards or any other permanent or temporary structures. (7.6)

2.8 No item(s) may be permanently affixed to any patio or balcony except for displaying an American or Service flag. (7.2)

3. COMMON AREAS AND BALCONIES/PATIOS

3.1 Flower boxes and flowerpots in good condition may be displayed on balconies/patios but must be contained **within** a balcony/patio area. Affixing items to the rails, walls or ceiling must not cause any structural damage and must not result in any repairs or voiding of warranties. (7.3)

3.2 Balconies/patios may not be used for storage except for patio furniture and permitted grills so as not to detract from the building facade. Bicycles/scooters must be kept inside the Unit or in the garage storage rooms. (7.6)

3.3 Residents are responsible for keeping balconies/patios in good repair and in clean and sanitary condition at all times. This includes removal of dead or dying plants and debris. (7.3)

3.4 No personal property of Residents, including but not limited to, exercise equipment, toys, bicycles/scooters or tools may be left unattended in Common Areas or on Association property. (7.3)

3.5 Activities that may cause damage to the green areas are prohibited. Lawn furniture may be used temporarily in the common patio areas but must be removed immediately after use. (7.3)

3.6 No portable swimming pools may be placed in any Common Area, balcony/patio. (7.3 augmented)

3.7 Cooking or barbecuing is prohibited in the Common Areas. (7.4)

3.8 Sunbathing is prohibited in outdoor Common Areas.

4. PARKING AND VEHICLE OPERATION

4.1 Vehicles that are not currently licensed, inspected and regularly operated (during a fifteen-day period) may not be parked in common parking areas. Violators may be subject to fines and/or vehicle towing at the Resident's expense, at the Board's discretion. (7.11)

4.2 If a vehicle will not be operated during a fifteen-day period, it must be parked in the Resident's assigned parking place in the garage. Residents must notify the Property Manager if a second vehicle will be left in a common parking area for more than fifteen (15) consecutive days. If this procedure is not followed, the Resident may be subject to fines and/or towing at their expense. (7.11)

4.3 Car repairs are not permitted in common parking areas or in the garage. Repairs include but are not limited to flushing and draining radiators, changing oil, and any other routine car maintenance. (7.10)

4.4 Vehicle washing is not permitted anyplace on the property (including the garages). (7.10)

- 4.5 Recreation vehicles, without prior notification and approval by the Property Manager are prohibited from overnight parking in common parking areas. Recreation vehicles include but are not limited to motor homes, boats, trailers, snowmobiles, dirt bike, four wheelers and the like. (7.10)
- 4.6 The maximum speed limit on Association property is 7 mph. (7.10)
- 4.7 Emergency vehicles are permitted on Association property at any time. (5.8)
- 4.8 Handicap parking outside the buildings is on a first-come basis for vehicles displaying current, valid handicap placards/license plates. (7.10)
- 4.9 Vehicles (including motorcycles and bicycles) must be parked within the parking stripes of one garage space (notwithstanding Owners with deeded, adjoining spaces) and may not extend into or obstruct drive lanes, hallways, walkways or storage Units. (7.4)
- 4.10 No parking space may be used for any other purpose than housing a vehicle. (7.4)
- 4.11 Vehicles that are wrongfully parked within the development may be removed at the Resident's expense, after due diligence by the Property Manager/Board and notification to the Resident. (7.10)
- 4.12 Residents shall protect outdoor pavement and/or garage floors from oil and other fluids leaking from their vehicle. Any damage to pavement and/or garage floors must be immediately repaired at the owner's expense. (7.4)
- 4.13 No vehicles shall park in areas marked with diagonal lines. Spaces marked by diagonal lines are not to be used for storage or contain recreation equipment such as bicycles, motorcycles and the like. (7.10)
- 4.14 All vehicles must be parked in their assigned parking garage spaces or in marked outdoor spaces. Vehicles may not park on curbs, sidewalks or on other unmarked areas. Only one vehicle (car, motorcycle or bicycle) may occupy one parking space. (7.10)
- 4.15 Vehicles may not be left attended/unattended in the garage with engines running. (7.4)
- 4.16 Garages are for parking vehicles only and not to be used as a play area.
- 4.17 Owners may not rent or lease their deeded parking space(s). Tenants may not rent or lease their assigned parking space(s).

5. PETS/ANIMALS

- 5.1 Pets are the responsibility of their "owner" at all times. No pet is permitted on any private property (including balconies/patios) except its own, unless invited. Pets must be kept a minimum of twenty 20 feet from any Unit's windows or balconies/patios.

5.2 Pets are limited to dogs, cats, fish, domestic birds, turtles, small house gerbils and hamsters. Attack breeds (as defined by the state of Colorado) are prohibited. No semi-wild animals or reptiles are permitted.

5.3 Owners are permitted one dog or two indoor cats per Unit. Tenants may not have dogs, but are permitted two indoor cats.

5.4 Pets must be leashed and under control at all times on any Association property including hallways, elevators, sidewalks, grassy areas and any other outdoor location. Pet “owners” must comply with any and all rules pertaining to pet relief areas.

5.5 Pet “owners” must remove all pet waste immediately and place the waste in the dumpster.

5.6 No permanent stake or other device may be attached or erected on Association property for the purpose of securing a pet in common areas

5.7 Pets may not be left unattended on any balcony/patio. Balconies/patios may not be used for the pet to relieve itself.

5.8 Damage to any common area, green areas, shrubs/trees, or to an individual’s property will be repaired at the pet “owner’s” expense.

5.9 Dogs and cats must be legally licensed and tagged by the City of Colorado Springs. All pets must be current with required immunizations and pet “owners” must provide proof if requested by the Property Manager/Board.

5.10 The feeding of any non-domesticated animals on Association property is prohibited.

5.11 Pets are not allowed to behave in any manner that annoys or interferes with any other Resident’s use or peaceful enjoyment of their Unit. This includes excessive barking; loud noises or other disturbances deemed a nuisance.

5.12 A Tenant’s visitor may not bring any animals onto Hartsock property or into a Tenant’s Unit.

6. SAFETY GUIDELINES (7.4)

6.1 Interior doors in the hallway are fire-rated and must remain closed at all times in compliance with the Fire Code.

6.2 Owners shall not give Tenants the code for the building security system. Owners shall not give the code to anyone including friends and delivery persons. The electronic security entry system is for the use of Hartsock Owners only.

6.3 Residents shall not allow solicitors or other strangers to follow them into the building, or allow them access through the exterior doors and/or the garage doors. All visitors should use the call box in the building lobby to gain entry.

6.4 Exterior doors must not be propped open or left unattended **at any time**.

6.5 Hallways and exit doors must remain unobstructed at all times.

6.6 Residents shall ensure no conditions exist inside the Unit or on the balconies/patios that would attract mosquitoes, rodents, other animals or noxious insects.

6.7 Potential safety and liability issues prohibit exercise equipment, toys and other personal items to be placed on Association property.

6.8 Outdoor grills may not be left unattended. Open flame and charcoal grills are not permitted. Grills must not be placed within four feet (4') of the furnace room door.

6.9 Tree climbing is not permitted on Association property.

6.10 Gasoline, propane tanks and any other flammable products, beyond normal household products, may not be stored or operated on balconies/patios, in garage storage Units or in furnace rooms on the balconies/patios.

6.11 No weapons of any type, including but not limited to, firearms, BB guns, bows and arrows, large knives and the like may be discharged or otherwise utilized anyplace on Association property.

6.12 No fireworks are permitted anyplace on Association property (including on balconies/patios).

6.13 No unauthorized person(s) shall enter any meter rooms, mechanical areas or crawl spaces without prior approval of the Property Manager.

6.14 Bicycles/scooters, skating and skateboard riding are not permitted on sidewalks or curbs, in the parking areas or in the garage.

6.15 Ball playing is not permitted on Association property including interior/exterior Common Areas.

6.16 All Units must have a minimum of one functional carbon monoxide detector installed.

7. MOVING (7.4) and PROPERTY TRANSFERS

7.1 Owners are responsible for any damage to Association property or to other's property during their Tenant's move. Owners are required to pay a non-refundable move-in fee of

\$200.00 to the HOA **prior** to lease approval; if the lease is not approved, the check will be returned.

7.2 Elevator pads are available from the Property Manager and must be used during moving. After the move, Residents are responsible for returning the elevator pads and/or elevator keys to the Property Manager. A deposit is required for the elevator pads and keys and will be refunded upon their return.

7.3 Elevator doors and locked doors shall not be propped open and left unattended.

7.4 Owners or their representatives must be present during move-in and move-out.

7.5 Residents must not allow moving trucks to block driveways or parking.

7.6 Grocery carts are not to be used for moving in or out of a Unit. They are provided primarily to assist Residents with transporting groceries. Carts must be returned to the garages immediately after use.

7.7 Upon the sale and/or legal transfer of a Unit, each new Owner will pay a one-time Capital Contribution to the HOA, equal to a two-month payment of the Unit's currently assessed HOA dues. This rule only applies if there are changes in occupancy of the unit.

7.8 New owners must complete the *Resident Application Form* prior to move-in.

8. LEASING

8.1 All Owners are required to perform **criminal** and **sex offender** background checks and a credit check on prospective Tenants, and maintain these documents in their files. The online Federal sex offender database can be accessed at www.nsopw.com – the online Colorado sex offender database can be accessed at www.sur.state.co.us.com. Owners must disclose the results of the checks to the Board and Tenants whose names are found in either database may be denied leasing approval, at the Board's discretion. Owners should also verify personal and/or employment references. (7.9)

8.2 All Owners must provide their Tenants with a copy of the HOA Rules and Tenants must sign a statement indicating they have read and understand the Rules. (7.9)

8.3 Owners must submit a completed *Resident Information Form* to the Board for Lease approval. This form is available as a hard copy or as a digital file, and may be obtained from the Hartsock Property Manager or downloaded from the Hartsock website (www.hartsockhoa.com). The *Resident Information Form* must be updated and resubmitted each time a Lease is renewed. The original lease must be kept on file by the Owner during the duration of the tenancy.

8.4 Only individuals listed in the Lease may occupy the rental Unit. The names of all occupants must be identified on the *Resident Information Form*. All autos must be identified. A

maximum of two autos are permitted per Unit -- one is to be parked in the deeded garage space and one in the common parking area outside the buildings. (7.9)

8.5 Following Board approval, the Property Manager will notify the Owner or rental agent and a move-in date may then be scheduled.

8.6 All new and renewed Leases must contain the following clauses (7.9):

"Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Covenants and Easements (Declaration), By-Laws, Amendments and Rules governing the Homeowners Association, as will apply to the Unit leased hereunder and including all future revisions."

"Lessee further agrees that they will not sublet or assign this Lease."

"Lessor has the right to terminate the Lease if Lessee does not conform to the Rules and Lessee agrees that the Lessor has the right to demand possession within two weeks of the Lessee receiving a notice of termination"

"Lessee understands and agrees that no dogs are permitted in their rental Unit – however a maximum of two indoor cats are permitted."

"Lessee understands and agrees that their visitors may not bring any animals onto Hartsock property or into their rental Unit."

8.7 Owners are ultimately responsible for the actions of their Tenants and must take all reasonable measures to ensure compliance with this document. Failure to comply with these provisions will result in fines to the Owner and may lead to eviction of the Tenant by the Board. (7.9)

8.8 Owners are ultimately responsible for the payment of any and all fines incurred by their Tenants, if they are not paid in a timely manner. Owners are also responsible for the timely payment of the water bill associated with their property. (7.4)

8.9 No Lease shall be for less than a twelve (12) month period.

8.10 The HOA Board may reject any rental application that contains misleading or false information. The HOA Board may evict any existing Tenant if their rental application is found to contain misleading or false information.

8.11 Owners may not give Tenants the code for the building security system. Tenant access to their building is to be by key only.

9. TRASH (7.6)

9.1 Prior to placement in the outside trash bins, all trash must be kept within a Resident's Unit. No trash (in bags, bins, boxes or other containers) may be kept on balconies/patios, in Common Areas or in the garage.

9.2 All trash must be placed inside the bins, NOT on the lids. Items may not be thrown over the top of the bin enclosure.

9.3 No large items such as furniture, mattresses, grills, appliances or the like may be left outside the trash receptacles. Any additional charges incurred by the HOA for hauling these items will be charged to the responsible Resident.

10. NUISANCES (Consideration for neighbors)

10.1 Nuisances shall NOT be allowed within Association property, nor shall any use or practices be allowed that are a source of annoyance to Residents or that interferes with the peaceful enjoyment of the Association property by its Residents. (7.4)

10.2 All Residents are responsible for their own noise abatement and for any disturbances created by their guests. Residents will observe "Quiet Hours" from 10:00p.m.to 8:00a.m. Construction work, operation of heavy machinery, parties and other loud noises are not permitted during these hours. Any Resident who violates the "Quiet Hours" period will be fined for each occurrence. (7.4)

10.3 **Smoking** of any substance (including cigarettes, cigars, marijuana, etc.) **is not permitted** on balconies/patios or in any Common Area including hallways, elevators, stairwells, parking lots and garages. (7.4)

10.4 Children in Common Areas must be supervised by parents/guardians.

10.5 Wind chimes are not permitted on balconies/patios. (7.4)

10.6 Beating rugs, shaking dust mops, dropping debris or draping any articles over balcony railings is not permitted.

10.7 No exterior clothesline or drying rack may be hung or used on any portion of Association property. No clothing or other items may be hung on balcony railings. (7.6)

10.8 Garage or estate sales are not permitted without prior permission from the Board. (7.4)

10.9 Solicitation of any kind (commercial, political, religious or other) is not permitted on Association property. (7.4)

11. MISCELLANEOUS

11.1 With the exception of temporary "for sale" or "for rent signs", no commercial signs (e.g. contractor sign) may be placed in windows or hung on the exterior of any building or structure. Home security stickers are permitted. (7.12)

11.2 Winter holiday (Christmas, Kwanza and Hanukkah, etc.) decorations may be displayed from Thanksgiving through January 15th. When hanging decorations on balconies/patios, care must be taken so not to permanently damage the exterior structure or landscaping. Other seasonal decorations may be displayed no earlier than one week before the holiday and must be removed no later than one week after the holiday. Any decorations shall not be offensive and shall not pose or create a physical obstruction to other Residents, guests or emergency personnel.

11.3 With the exception of a home office or a business that does not generate foot traffic or visitors, each Unit shall be for Residential use only. No commercial business may be operated from any Unit. (7.1)

11.4 Parents/guardians are responsible for any infractions committed by their children. Owners are responsible for any infractions committed by their Tenants/guests. (7.4)

11.5 Small satellite dishes are permitted. The Board must approve size and location. Comcast Cable and Dish Network are pre-wired in each building. (7.8)

12. ENFORCEMENT PROCEDURES (9.9)

12.1 Any Resident may file a Complaint of Noncompliance of these Rules. It must be submitted in writing or via email to the Property Manager.

12.2 The Property Manager/Board will notify an Owner (and the Tenant when applicable) who is responsible for a violation of the Rules in writing and will include the verifiable infraction with proof of evidence. All complaints must be valid and substantiated by the Property Manager/Board.

12.3 A fine of \$100.00 for a first violation of any type will be imposed by the Board on an Owner for a violation that continues or is not corrected within the time specified by the notice of violation/hearing.

12.4 The Property Manager/Board will notify an Owner in writing of any fine(s). If the fine(s) are not paid within ten (10) days of the notice, or if the violation continues, additional daily fines of \$25.00 may also be imposed on the Owner until that violation has ceased or is corrected.

12.5 Any fine(s) imposed in accordance with these Rules will constitute an additional Unit assessment and a lien against the property and will be collected in the same manner as the collection of the monthly Unit assessments.

12.6 An Owner charged with a violation will have the right to request a hearing before the Board or its designated committee by submitting a request in writing to the Property Manager/Board within ten (10) days from the date of the notice of violation.

Daily fines for violations, when applicable, may continue to accrue pending an appeal as long as the condition that created the violation continues to exist.

12.7 An Owner charged with a violation may request a formal mediation following the Board hearing.

12.8 The fines set forth in these Rules will not be exclusive of other rights and remedies available to the Board as defined in the Declaration.

13 DUES, ASSESSMENTS, FEES (11)

13.1 Any Unit assessment, special assessment or other assessments that may be levied by the Board will be considered delinquent if not paid on the date the assessment is due.

13.2 HOA monthly assessments are payable monthly in advance and are due on the first calendar day of each month. Assessments are considered delinquent if not paid by the 15th of the month.

13.3 If an assessment remains unpaid by the 16th of the month, a Notice of Delinquency will be sent to the Owner and a late fee of \$50.00 will be added to the Owner's account.

Additional fees may be added each month to any delinquent Owner's account with a balance in excess of the Owner's monthly common expense assessment.

13.4 Any assessment not paid within thirty (30) days after the due date will bear interest from the due date at the annual rate of eighteen percent (18%), payable monthly at one percent (1%) per month, including but not limited to, all late fees, charges, legal fees and costs.

13.5 If an assessment (including late fees, charges, interest, legal fees and costs) remains delinquent for sixty (60) days, a final Notice of Delinquency will be sent to the Owner showing the outstanding balance in the account and notifying the Owner that legal action will be initiated to collect the balance unless the account is brought current within ten (10) days from the date of the original notice. The Owner will bear the additional costs of collection.

13.6 If any assessments remain delinquent for sixty (60) days, the entire balance of the current fiscal year's assessment may be accelerated by the Board and declared due and payable in full within ten (10) days from the date of the original notice.

13.7 If any assessments are not paid within seventy (70) days of the due date, the Property Manager/Board may notify the first mortgagee (if one exists) of the delinquency and they may also take legal action to collect the debt.

13.8 All assessments, fees and costs, including courts costs and reasonable lawyer's fees incurred in the collection of a delinquent account, will be the responsibility of the Owner.

13.9 Until all assessments, fees and costs are paid, all delinquent assessments will constitute a real and personal liability for the Owner. Costs will be incurred and a lien will be levied upon the Owner's assets.

13.10 A delinquent Owner (including family members) forfeits any right to vote at any Association meetings, serve on the Board, committees or as an officer/representative of the Association.

13.11 The assessment collection procedures set forth herein will not be exclusive of other rights and remedies available to the Board as described in the Declaration and in accordance with Colorado Law.

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