

**HARTSOCK VILLAGE
HOMEOWNERS ASSOCIATION
RULES**

June 1, 2022

This document is a supplement to the Declarations, the Articles of Incorporation, and the Bylaws and Policies of the Hartsock Village Homeowners Association, Inc. (HOA), all of which governs its members.

The Board of Directors (Board) has adopted these Rules, pursuant to the authority in the Declarations and State statutes. 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 Board has the authority to enforce the Rules and expand its provisions as needed and Rules, which refer to an Owner, will also apply to Owner's tenants and guests.

The Rules are contained in the following pages.

The numbers following the title are a reference to the Declaration section.

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I ARCHITECTURAL CONTROL (7.2)

- 1.1 No architectural alterations/modifications to a Unit's exterior (including doors, windows, patios and balconies) are permitted.
- 1.2 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.
- 1.3 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.
- 1.4 No work to be started until written approval is received.
- 1.5 The Board will make the final determination and a "Letter of Approval" or "Denial" will be issued to the Owner. (7.2)
- 1.6 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)
- 1.7 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.
- 1.8 Solar film or similar products may not be applied to windows.
- 1.9 Architectural requests for changing any flooring to a hard surface such as laminate, on the second or third floors must include sound deadening solutions and submitted for Board approval.
- 1.10 It is recommended that Contractors hired directly by Owners have proof of Liability insurance and Workers Comp.
- 1.11 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)
- 1.12 No item(s) may be permanently affixed to any patio or balcony except for displaying an American flag or Service flag. (7.2)

2 COMMON AREAS AND BALCONIES/PATIOS

2.1 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 ceilings is prohibited.

2.2 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. No object or material shall be stored in such a manner as to be visible from another Unit. Clothing, bedding or similar items may not be displayed on any balcony areas in open view. (7.6)

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

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

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

2.6 Personal property of Residents such as furnishings and furniture may not be stored in Common Areas or on Association property.

2.7 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)

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

3 PARKING AND VEHICLE OPERATION (7, 10 & 7.11)

3.1 Vehicles include, but are not limited to automobiles, trucks and motorcycles.

3.2 Vehicles that are not currently licensed or have expired license plates, will be towed at the owner's expense.

3.3 Vehicles parked outside that have not been operated or moved for more than three (3) days will be towed at the owner's expense.

3.4 All Vehicles that are not operable or have not been moved for fifteen (15) days are subject to towing at the owners expense. If the owner is unknown, a note will be placed on the vehicle and unless the vehicle is moved within 72 hours, the vehicle will be towed.

3.5 Vehicles determined to be abandoned or stored, will be towed. If the owner cannot be reasonably ascertained, a note will be placed on the vehicle and unless the vehicle is moved within 72 (seventy-two) hours thereafter, the Board shall have the right to remove the vehicle.

3.6 Recreational vehicles, including but not limited to motor homes, trailers, campers, boats, snowmobiles, four-wheelers and the like, are prohibited to park on any Association property.

3.7 Vehicles that exceed 6'6" in height, may NOT park in the garage.

3.8 Residents are assigned one parking space in the garage. If there is a second vehicle, it must be operable with current license plates and registered to a person living in the Unit. Residents are prohibited from parking a third vehicle on Association property.

3.9 Resident parking is by assigned permit only. Vehicles not displaying a valid parking sticker will be towed at the owner's expense.

3.10 Parking stickers shall be affixed to the inside bottom left corner of the vehicle windshield.

3.11 Parking permits will only be issued for vehicles that are registered to current residents, residing on the property.

3.12 Landlords must submit a parking permit request to the Property Manager to obtain parking permits for new Tenants. New permits will be issued for a fee of \$10.00 each time.

3.13 Residents must contact the Property Manager, if their vehicle has been sold, they have a different vehicle or the license plates are changed. A new permit will be issued for a fee of \$10.00 each time.

3.14 All vehicles parked outside must park in the designated spaces, by vehicle description.

3.15 Vehicles may not park in such a way as to obstruct the sidewalks.

- 3.16 Visitor parking is designated outside. Residents may not park in Visitor parking. Vehicles will be towed at the owner's expense.
- 3.17 Visitors must park in designated Visitor parking.
- 3.18 Residents with visitors parking for longer than three (3) days must notify the Board to avoid towing at the owner's expense.
- 3.19 Vehicles must be parked between the painted lines or will be towed at the owner's expense. (7.10)
- 3.20 Vehicles parked in Handicap parking not displaying a valid Handicap parking placard or license plate will be towed at the owner's expense.
- 3.21 Repairs, mechanical work or routine maintenance on any vehicle are not permitted in the common parking areas, the garage or on any Association property. Repairs include but are not limited to flushing and draining radiators, changing oil and any other routine car maintenance. (7.10)
- 3.22 Damage to outdoor pavement from oil and other fluids leaked from a parked vehicle shall be immediately repaired or cleaned at the owner's expense.
- 3.23 Washing of vehicles is not permitted on Association property, including the garage. (7.10)
- 3.24 No parking space may be used for any other purpose than to park a vehicle. (7.4)
- 3.25 No parking space may be used as storage space to store a vehicle.
- 3.26 A bicycle or motorcycle may not park along with a vehicle unless they fit along with the vehicle within the lines and not protrude beyond the lines, into the driving lane.
- 3.27 Vehicles, when parked, may not extend into the adjacent stall or obstruct drive lanes, walkways or storage units. Notwithstanding Owners with deeded, adjoining parking spaces.
- 3.28 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 cleaned or repaired at the Owner's expense.
- 3.29 Vehicles may not be left attended/unattended in the garage or parked outside with engines running. (7.4)
- 3.30 Owners may not rent or lease their deeded parking space(s).

4 PETS/ANIMALS

- 4.1 Pets are limited to cats, fish, small birds, turtles and small gerbils.
- 4.2 No dogs, hamsters, rabbits, reptiles, insects, poultry, pigs, horses, cattle, sheep, goats, semi-wild animals or similar pets are permitted.
- 4.3 Current owners of dogs are required to register their dog with the HOA within thirty days of these new rules becoming effective and may not replace the dog once it passes.
- 4.4 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.
- 4.5 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.
- 4.6 Pets must be kept a minimum of twenty (20) feet from any Unit windows or balconies outside the building. Violators will be subject to fines.
- 4.7 There are no areas designated for pets. Owners must take pets off Association property for their pets to relieve themselves. Violators are subject to fines.
- 4.8 Pet owners must remove all pet waste immediately and place waste in the dumpster. Violators will be subject to fines.
- 4.9 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.
- 4.10 No permanent stake or other device may be attached or erected on Association property for the purpose of securing a pet in Common Areas.
- 4.11 Pets may not be left unattended on any balcony/patio. Balconies/patios may not be used for the pet to relieve itself.
- 4.12 Damage to any common area, green areas, shrubs/trees, or to an individual's property will be repaired at the pet "owner's" expense.
- 4.13 Owners are permitted two indoor cats per unit. Tenants are not permitted any cats.

4.14 The feeding of any non-domesticated animals on Association Property is prohibited.

4.15 Bird feeders are prohibited.

4.16 Visitors are required to comply with all pet rules.

5 SAFETY GUIDELINES (7.4)

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

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

5.3 Owners shall not give Tenants the code for the building security system. Tenant entry into the building is by key access only.

5.4 Owners shall not give the code to anyone including friends, delivery persons or Tenants they are leasing to. The building security system is to be used by Owners currently living in their Units.

5.5 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.

5.6 Exterior doors shall not be propped open or left unattended at any time.

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

5.8 Outdoor grills may not be left unattended. Open flame and charcoal grills are not permitted. Grills must not be placed close to the furnace room door.

5.9 Tree climbing is not permitted on Association property.

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

5.11 Bicycle/scooters riding, skating and skateboard riding is not permitted on sidewalks or curbs, in the parking areas, in the garage or on Association property.

5.12 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.

5.13 No weapons of any type including, limited to firearms, BB guns, bows and arrows and the like may be discharged or otherwise utilized anywhere on Association property.

5.14 No fireworks are permitted anywhere on Association property (including on balconies/patios).

5.15 No unauthorized person(s) shall enter any meter rooms, utility rooms, mechanical areas, crawl spaces, phone and satellite equipment closets without prior approval from the Property Manager and notifying the Board.

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

6 MOVING (7.4) AND PROPERTY TRANSFERS

6.1 Owners must complete the Owner Contact form and receive a copy of the current Rules, prior to move-in.

6.2 Owners are responsible for any damage to Association during their move or their Tenant's move. (11.6)

6.3 Elevator doors and locked doors shall not be propped open or left unattended during the move.

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

6.5 Moving boxes, cardboard boxes, boxes and the like, may not be left in or around the garbage enclosures. There is no recycling. Boxes must be removed.

6.6 Discarded furniture, lamps, bedframes or mattress may not be left in or around the garbage enclosures. Bins are for household garbage only.

7 LEASING

7.1 Owners shall complete all documents from the Lease Package.

7.2 All new and renewed Leases must include the HOA Lease Addendum and the Addendum made part of the Lease Agreement.

7.3 Owners must provide their Tenants with a copy of the HOA Rules and Declarations. (7.9)

7.4 Owners shall submit a Tenant Information form with a copy of the Lease Addendum to the Property Manager prior to the Tenant moving in. The form is available from the Property Manager, Association website or the Board.

7.5 The form shall be updated and resubmitted each time a Lease is renewed or the Unit is Tenant occupied.

7.6 The names of all occupants must be identified on the Tenant Information form and all vehicle information must be provided.

7.7 Owners must provide their Tenants with a copy of the HOA Rules and Declarations. (7.9)

7.8 Owners are responsible for the actions of their Tenants and must take all necessary measures to ensure compliance with this document. Failure to comply with these provisions will result in fines to the Owner and may lead legal action. (7.9)

7.9 Owners are responsible for payment of any and all fines incurred by their Tenants. (7.4)

7.10 Tenants have one assigned parking space in the garage.

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

8 TRASH

8.1 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.

8.2 All trash must be placed inside the bins NOT left on the lids or outside the bins.

8.3 Trash bins are for household garbage only. Leak proof bags that tie are recommended. All garbage must be bagged.

8.4 No boxes, cardboard or Styrofoam. .

8.5 Keep receptacle lids closed inside the enclosure, don't overfill.

8.6 Discarded household items, toys, appliances, furniture, mattresses, box springs, appliances, grills, lighting or the like may NOT be left inside or outside the enclosures. Residents are responsible for removing these items or paying someone to remove them. Any additional charges incurred by the HOA for removing these items will be charged to the responsible Resident.

8.7 There is no Recycling service. Recycling is the responsibility of individual Residents.

9 NUISANCES

9.1 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)

9.2 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)

9.3 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 or on any Association property. (7.4)

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

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

9.6 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)

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

10 MISCELLANEOUS

10.1 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)

10.2 When hanging decorations on balconies/patios, care must be taken so not to permanently damage the exterior structure or landscaping.

All seasonal decorations may be displayed no earlier than one month 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.

10.3 Owners are responsible for all family members, tenants and guests.

10.4 Satellite dishes may not be affixed or attached to the building.

10.5 The building at 3755 Hartsock Lane is designed with dedicated Dish equipment. One satellite provides service to all the Units in the building. Separate satellite dishes are not permitted.

Notify a Board member when scheduling TV service, before or on the day, as the equipment is in a locked location.

10.6 The door to the small room located outside the elevators shall remain closed and the lights turned off, when the room is not in use.

10.7 Garage door opener replacements may be purchased through the Board. The old door opener must be exchanged.

11 ENFORCEMENT PROCEDURES (See Governance Policies)

11.1 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.

11.2 The fines set forth in the Covenant Enforcement Policy will not be exclusive of other rights and remedies available to the Board as defined in the Declarations. (See the Rules)

12 DUES, ASSESSMENTS, FEES (See Governance Policies)

12.1 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.

12.2 A delinquent Owner (including family members) forfeits any right to vote at any Association meetings (Section 11.2), serve on the Board, committees or as an officer/representative of the Association. (Section 2.2 of the Bylaws)