

SUN DISK CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Adopted February 1997

INTRODUCTION

This compilation of rules and regulations is intended to amplify, clarify or interpret various provisions or restrictive covenants found in the Declaration. Your Board has been given the authority to promulgate this codification of rules and regulations by the Amended Bylaws, (Article V, Section 1) and the Declaration (Article XII, Section 1.(h.)). Compliance by members is required in the Declaration (Article XIII, Section 1).

All members are urged to see that this list of rules and regulations is distributed and adequately explained to their tenants if applicable. In that endeavor, it would be prudent to give tenants a copy of the restrictive covenants found in Article XII of the Declaration. Tenants bear the same responsibilities as owners, and will be held accountable for rule or covenant violations.

Masculine gender is used throughout this document as a matter of convenience.

DEFINITIONS

"Board"	Executive Board of the Association, elected officers.
"Association"	All owners.
"Condo"	One condominium unit, whether owner-occupied or tenant-occupied.
"Project"	All of the areas including Buildings #2 and 6, parking spaces and roads. Excludes Buildings #3, #4 and #5.
"Common Area"	All of that part which is available for use by owners, tenants and their guests, excluding Condo units.

RULES & REGULATIONS

CONDO USE AND OCCUPANCY

- A. Condo can be used only for residential purposes and not, at any time, for business or commercial use.
- B. A lease or rental agreement must be in writing and for no less than thirty (30) days. (Article XII, Section 2, of the Declaration)
- C. A copy of the lease agreement must be filed with the Board.
- D. Occupant(s) must comply with the terms of the Condominium Declaration and Rules and Regulations.

USE OF COMMON AREAS

- A. Owners, occupants and their guests may only use the Common Areas for the purposes intended.
- B. Occupants cannot hinder or encroach upon the rights of other occupants.
- C. Common Areas may not be used for storage, including bicycles and toys.

PETS WITHIN PROJECT

- A. Written consent of the Board must be obtained to keep an animal on the premises.
- B. The Board has the right to order the permitted animal removed from the premises if said animal is causing any nuisance or inconvenience to any occupant of the Project. The owner of the animal will be given written notice of order indicating reason for removal, and given an opportunity for a hearing and vote by the Board.
- C. Any costs incurred for removal of an animal will be assessed against the Condo in which said animal's owner resides. The costs will include all legal fees.
- D. Owners of permitted animals shall be responsible for removing fecal droppings immediately. If necessary, the Board shall cause the droppings to be removed, and the cost will be prorated among all pet owners. Costs will be assessed as indicated in Section C above.
- E. Permitted animals shall be on a leash at all times when outside.

- F. Condo owners/occupants known to allow pets to run at large within the Project, shall be assessed a fine of Twenty Five & 00/100 Dollars (\$25.00) per incident.
- G. Size and weight restriction for approved pets shall be medium stature and no more than thirty (30) pounds.

NUISANCES

- A. No noxious, offensive or hazardous activity shall take place within the Project.
- B. Items stored on patios shall not be permitted to extend above the height of the fence.
- C. All rubbish, trash or garbage shall be placed in the provided trash carts.

UNSIGHTLINESS

- A. Nothing considered unsightly shall be placed in windows or on the exterior of the Condo unit.
- B. No modification or alteration shall be made to the exterior of the Condo units without the prior written consent of the Board.

PROHIBITION OF CERTAIN ACTIVITIES

- A. Nothing shall be done or kept in any Condo, or within the Common Areas that would cause the insurance costs of the Association to increase or cause an insurance policy to be cancelled.
- B. Excessive noise and/or overt behavior which disturbs other occupants is prohibited at all times and will not be tolerated.

ANTENNAS

- A. No exterior antenna shall be erected on any Condo unit without the prior written consent of the Board.

SIGN RESTRICTIONS

- A. No signs or advertising matter shall be posted in the Project without the prior written consent of the Board. Exceptions will be granted for real estate signs. Temporary paper signs, no larger than 8½" x 11", may be placed on the ends of the mailbox clusters. Garage Sale signs shall not be placed for longer than two (2) days.

OWNER/OCCUPANT-CAUSED DAMAGE

- A. Condo owner/occupant shall be liable for costs, including all legal fees, of any damage to Association property caused by said owner/occupant or by their guest(s), either by act or neglect. Determination as to whether the cause of damage constitutes a violation shall be made by the Board and shall be final.

PARKING AND USE OF PARKING SPACES

- A. Each Condo shall be assigned one of the open parking lot spaces. Occupant or guest encroachment on spaces designated for other Condos shall not be permitted. It is suggested that driveways be used before utilizing the parking lot spaces.
- B. No trailers, boats, camper shells, motor homes, recreational vehicles, heavy equipment, machinery, or mobile homes may be stored within the Project.
- C. Vehicles which are inoperable, unlicensed or have outdated tags are prohibited from being parked anywhere in the Project.
- D. No parking is permitted at curbs in front of any Condo unit or outside the parking island. Vehicles in violation will be subject to tow at the owner's expense.
- E. Only minor maintenance will be permitted on any vehicle on Association property.

- F. A vehicle obviously stored within the parking lot for a period of at least fifteen (15) days will be considered abandoned. Any such vehicle may be towed at the owner's expense. If an owner/occupant is going to be away for longer than fifteen (15) days, he must notify the management company or a Board member in writing. An extension may be granted.

USE OF GARAGE SPACE

- A. Garage interiors are to be kept clean and adequately cleared to accommodate a passenger car or light truck.
- B. Trash carts must be placed on front sidewalk no earlier than Sunday evening for Monday morning pickup and placed back in the garage no later than Monday evening following pickup.
- C. All garage doors must be kept closed except when entering or exiting garage.
- D. No flammable, volatile, or combustible material may be stored in garage.

BUILDING ENHANCEMENTS

- A. Storm Doors/Screen Doors. Purchase, installation and maintenance is the responsibility of the Condo owner. Doors must be of white aluminum but may be owner's choice of design.
- B. Attic Fans. Purchase, installation and maintenance is the responsibility of the Condo owner. Written plans and details must be submitted to the Board for written approval prior to any installation.
- C. Spas. Purchase, installation and maintenance is the responsibility of the Condo owner. Written plans and details must be submitted to the Board for written approval prior to any installation.
- D. Modification of Decks. Purchase, installation and maintenance is the responsibility of the Condo owner. Written plans and details must be submitted to the Board for written approval prior to any installation.
- E. Pet Doors. No pet doors shall be installed on any exterior wall or door, including garage doors.
- F. Central Air Conditioning. Purchase, installation and maintenance is the responsibility of the Condo owner. Condenser units must be placed within the confines of the individual Condo unit's fenced area.

LATE FEES

A late fee in the amount of Ten and 00/100 Dollars (\$10.00) shall be assessed to a Condo owner for any fees or assessments not paid by the tenth (10th) day of the month. In addition to the late fee, a Condo owner shall be assessed interest at a rate of twelve percent (12%) per annum, compounded monthly, for balances past due thirty (30) days or more.

ROUTINE MAINTENANCE

The cost of screen replacements, entryway light bulbs and globes, exterior faucet repairs, weather stripping, interior overhead garage door opener, including hardware repairs or replacement, and other minor routine maintenance items for limited common area shall be the responsibility of the Condo owner.

LIEN FILING

A lien shall be filed with Larimer County against the unit of any Condo owner chronically delinquent in payment of monthly membership dues, special or punitive assessments. The Board may make the determination of what constitutes "chronically delinquent" on a case-by-case basis. The Board shall have sole discretion to charge interest that is appropriate, additional late fees, penalties, costs of document preparation and filing fees.