

RULES GOVERNING THE RESIDENTS OF WILDFLOWER CONDOMINIUM ASSOCIATION

Rules Originally Approved by the Wildflower Condominium Association Board of Directors
July 14, 1987

Pursuant to Articles 1.20, 2.11, 4.8, 5.3, 6.1 through 6.13 of the Condominium Declaration for Wildflower Condominium Association, the Board of Directors of the Wildflower Condominium Association adopted the following rules and regulations in order to provide for the pleasure, safety, and comfort of the members of the Wildflower Condominium Association and their guests.

These rules and enforcement procedures are to be used in addition to normal public agencies. Do not hesitate to contact the police, animal control, fire department, or any other public agency if the need exists.

Change of Ownership of Unit

Upon sale of unit, owner must receive written authorization from Board of Directors confirming that all common and limited common elements are in good condition.

Rental Units

In cases where residents of Wildflower Condominium Association are leasing the property from another individual or agent, the owner of the property is responsible for that tenant. The owner must provide copies of any and all rules, regulations, and penalties for the tenant and the owner shall be liable for any fines or other penalties.

Parking

1. Outdoor parking is allowed in designated lined spaces only. Parking is not allowed in areas just outside of garage doors or any other unmarked area. Owners/residents are responsible for their guests' vehicles. Vehicles in violation of this are subject to towing at owner's expense.
2. Commercial-type vehicles, campers, motor homes, boats, trailers, recreational vehicles, and trucks in excess of three-quarter (3/4) ton may be parked within the complex for a period not to exceed 24 hours.
3. No car/vehicle maintenance is to be performed on the common area.
4. No vehicle considered inoperable on a public street can be parked on the Association property. Inoperable vehicles will include, but are not limited to, improperly licensed vehicles, flat tire or tires, broken glass, etc., or any vehicle that does not move for 72 hours under its own propulsion. A 72-hour notice will be provided before any inoperable vehicle is removed.

5. A written notice describing any improperly parked or inoperable vehicle and requesting removal thereof may be personally served upon the owner or posted on the improperly parked vehicle. If such vehicle has not been removed within 72 hours thereafter, the Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the owner.
6. Vehicles obstructing drive access and/or access to any unit are subject to immediate removal at the owner's expense.

Garage Space

1. As a courtesy to your neighbors and for safety reasons, garage doors should remain closed unless the garage area is being utilized.
2. Using garage space solely as a storage area creates unnecessary safety and fire hazards, and places increased demand for limited parking space that is intended for visitors and for overflow when a unit owns more than two vehicles. Therefore, garages must have adequate space to park vehicles in that area.
3. No gasoline, gasohol, distillate, diesel, kerosene, naptha, or similar volatile combustible or explosive materials shall be stored in any garage space except in the fuel tanks of vehicles parked therein and used for transportation purposes or one container of outdoor grill fuel starter of no more than two liter capacity (declaration 6.12).

Pets

The rules regarding pets are not intended to replace any laws or regulations governing pets as published by the City of Louisville and/or the State of Colorado, and such laws and regulations shall be observed and adhered to by this Association.

1. No more than 2 pets (cat or dogs) are allowed in a unit. This can be 2 dogs, or 2 cats, or a combination of 1 dog and 1 cat.
2. All pets, when on the common areas, shall be controlled on a leash or under voice command and owner must always have visual contact with pets. No pet (including cats) shall, at any time, be allowed to run uncontrolled on the common areas.
3. No pet shall be left outdoors unattended, whether restrained or otherwise. Pet doors of any type are not allowed.
4. Owners of pets shall restrain them from the making of obnoxious and/or disturbing noises at any time or place.
5. Pets of guests shall be the responsibility of the resident/owner whose unit they are visiting.
6. The resident/owner is responsible for any and all damage caused by a pet. Any damage not corrected by the owner will be repaired by the Association and any related expense will be billed to the owner of the unit with due process.
7. Pet owners are responsible for immediately cleaning up and disposing of pet feces. As a courtesy, pet owners should patrol the area around their building, picking up and disposing of feces in that area.
8. Type of pets will be limited to those outlined in Article 6.3 of the Declaration of Covenants.

Trash

Trash must be placed only in the dumpster containers provided by the Association. Articles too large or too heavy (i.e. sofas, chairs, tables, appliances, carpeting, construction debris, etc) to be placed in the dumpsters should not be left in the kiosk area. No paint, motor oil, oily rags, or other hazardous materials should be placed in the dumpsters. This is a violation of state and federal regulations. Contact Household Hazardous Waste at 303-441-4800 if you have unwanted paint or other hazardous materials that needs to be disposed of. Check the Yellow Pages or local charities to dispose of unwanted items.

Safety Precautions

1. No items (toys, bicycles, etc.), large or small, shall be left outside of a unit patio unattended for any length of time.
2. No motorized vehicles shall be ridden on the community sidewalks, grass areas, planters, and/or stone areas.
3. All alleyways, driveways, and parking lots are to be used for access to and from the units. Recreational use of these areas is prohibited, such as skateboarding, rollerblading, etc.
4. Emergency contact numbers: All residents/owners should register an emergency contact number with the Association Manager. This would help prevent delays in notifying the necessary individuals if an emergency occurs on the property, such as a fire, flood, broken pipes in a unit or building, smoke alarms that won't shut off, power failures, etc.
5. Snow removal: Residents are responsible for snow removal of all sidewalk areas and steps within the fenced in area of their unit.
6. **NO OPEN FLAMES OF ANY KIND UNDER OVERHANGS – NO OPEN FLAME SUCH AS BBQ GRILLS, CHIMINEAS, ETC. ARE ALLOWED UNDER OVERHANGS OR IN GARAGES.**

Swimming Pool

1. The swimming pool is for the exclusive use of Wildflower Condominium Association residents, their families, and their accompanied guests.
2. No residents shall have so many guests using the pool or allow said guests to use the pool in such a manner that the right of use is restricted to any other residents. At no time may the pool be reserved for a private party.
3. No group of residents shall play such organized games so as to inhibit the right of use to other residents.
4. There shall be no running or horseplay in the pool or the pool area at any time.
5. No glassware of any sort will be taken into the pool area at any time.
6. Children under the age of twelve (12) shall, at all times, have supervision by an adult individual. Such supervision shall exist only if the person supervising is inside the pool enclosure or fence. Supervision cannot occur from outside of the fenced area.
7. No wheeled objects (bicycles, tricycles, skateboards, roller skates, etc.) are permitted in the pool or pool area.
8. Obnoxious and/or drunk persons may be removed from the pool and pool area.
9. Sand and rocks are not to be brought into the pool or pool area.
10. No pet shall be permitted or allowed into the community swimming pool enclosure.
11. Pool Hours are as follows:
Sun-Thurs 9 am to 10 pm
Fri & Sat 9am to 11 pm

Signs

1. One "For Sale" or "For Rent" sign is permitted, per unit, inside a window.
2. One "For Sale" or "For Rent" sign is permitted, per unit, on the fence or gate of the unit being sold or rented.
3. A "For Sale" sign will only be allowed on the common area if it is mounted in a standard size metal frame and only during the actual hours of an open house. 4" X 4" posts are not permitted.
4. No sign may exceed four (4) square feet in size.
5. Only units that are for sale or for rent may display signs.
6. Sold signs must be removed within 24 hours after a closing occurs on that unit.
7. Any signs installed in violation of these rules will be removed, disposed of, and any related expense will be billed to the owner of the unit. It is each owner's responsibility to inform their realtor/agent of these rules.

Balconies / Patios

1. Residents will at all times keep their balconies/patios neat and clean. At no time may clothing, rugs, etc. be hung from the balconies nor shall this area be used for general storage.
2. Trash containers are not permitted on patios or balconies.
3. Any modifications made to the exterior of the unit, including balconies and patios, must be approved by the Board of Directors' Architectural Change Committee (ACC). Such modification would include decks, air conditioning units, storm/screen doors, and permanent fixtures such as planters or substantial landscaping changes. All requests for modifications or additions to these areas must be submitted in writing to the Board.
4. **NO OPEN FLAMES OF ANY KIND UNDER OVERHANGS – NO OPEN FLAME SUCH AS BBQ GRILLS, CHIMINEAS, ETC. ARE ALLOWED UNDER OVERHANGS OR IN GARAGES.**
5. Outdoor spigots are the responsibility of the individual owner. During freezing temperatures, unhook hose to prevent water lines from freezing.

Exterior Appliances

1. No window mounted evaporative coolers/air conditioners are permitted anywhere on the property. Any other major appliances such as humidifiers, freezers, generators, utility fridges, etc. shall be stored and used within the unit. Central air conditioning units are permitted with ACC approval.
2. Before installation of any type of antenna or satellite dish, owner must read HOA guidelines concerning antennas and satellite dishes and must submit the "Notification of Intent to Install Antenna" form to the management company. The guidelines and forms are available from the management company.

Enforcement Procedure

The purpose of these rules and regulations is to maintain harmony within the community. The imposition of fines is not a revenue collecting measure, but is intended to induce voluntary compliance with the Declaration and Rules and Regulations. If the imposition of fines is ineffective, the Association may also pursue self help remedies and/or legal action to enforce the Declaration and Rules and Regulations.

1. Fining and Enforcement Procedure

A. Complaint. Any Owner within the community may send a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation, with as much information as is known, to the Association. Complaints may also be initiated by any member of the Board of Directors or of the Architectural Control Committee, if any. The Board shall have no obligation to consider oral complaints. The Board shall have the authority to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.

B. Notice of Alleged Violation. A Notice of Alleged Violation of any provisions of the Declaration, Bylaws, Rules and Regulations, or Resolution shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board may also, at its option, provide a copy of such notice to any non-owner violator. The notice shall describe the nature of the violation and the possible fine that may be imposed, the right to request a hearing before the Board to contest the violation or possible fine, and may further state that the Board may seek to protect its rights as they are specified in the governing legal documents. Warning notices shall be deemed to be routine notices and may be sent by regular first class mail, postage prepaid. All other notices shall be sent by certified mail.

C. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, within fourteen (14) days of the date of the Notice of Alleged Violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the fourteen (14) day period, the Board shall determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule, within thirty (30) days of the expiration of the fourteen (14) day period. The Board of Directors shall give written notice of said fine to the applicable Owner.

D. Board of Directors to Conduct Hearing. The Board shall hear and decide cases set for hearing pursuant to the procedures set forth herein. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board shall determine whether a violation exists and impose fines.

E. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

F. Hearing. The Board shall inform the Owner of the scheduled time, place and date of the requested hearing by certified mail. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation to be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors, all hearings shall be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.

G. Decision. After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within fourteen (14) days after the hearing. A decision, either a finding for or against the Owner, shall be by a 2/3 vote of the Board of Directors or hearing body.

H. Fine Schedule. The following fines are guidelines for violation of the provisions of the Declaration, Bylaws, Rules and Regulations and Resolutions of the Association:

First violation:	Warning letter
Second violation:	up to \$50.00
Third violation	up to \$100.00
Fourth violation:	up to \$200.00
(in the case of pets, mandatory removal from the condominium is required upon the fourth violation)	
Continuing violations:	up to \$25 per day for each day the violation continues

The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its sole discretion. Additionally, upon prior written notice to the alleged violator, the Board reserves the right to levy fines in excess of the above referenced guidelines, if the fines set forth in these guidelines are not likely to provide effective incentives to induce compliance.

The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into compliance with the Articles, Declaration, Bylaws or rules.

All fines shall be due and payable upon notice of the fine and will be late if not paid within thirty (30) days of the date that the Owner is notified of the imposition of the fine. All fines and late charges shall be considered an Assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the

Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees incurred in connection to the violation from the Owner, whether or not judicial action has been commenced.

The Board of Directors may amend these hearing procedures and the fine schedule as it determines is necessary, in its discretion.

I Individual Assessment. In addition to fines, the Board may levy an Individual Assessment against any Owner and Owner's Unit to reimburse the Association for costs incurred in bringing an Owner and his Condominium Unit into compliance with the provisions of the Declaration, the Articles, the By-Laws, and/or the Rules and Regulations. In accordance with Article Five, Section 5.3 of the Declaration, this assessment may be levied upon the vote of the 2/3 of the Board and after notice to the Owner and an opportunity to be heard by the Board. Hearings will be held utilizing the same procedure set forth above for fine hearings.

2. Other Remedies

A. Enforcement by law enforcement agencies:

B. Injunctive Relief: The Association may obtain a court order to have a violation cured. Ignoring a court order will subject the violator to criminal charges of contempt of court. All costs incurred to obtain and enforce a court order, including attorney fees, will be assessed against the Owner's Unit.

***Please call our Association Manager at (303) 494-2790 if you have any questions about these rules and regulations.**

***A homeowner may attend any meeting of the Board of Directors. Contact property manager for meeting schedule.**