

## COTTONWOOD PARK CONDOMINIUM ASSOCIATION

### **Rules and Regulations**

*(Revised April 2017)*

The purpose of Rules and Regulations is to establish standards of behavior that will contribute to the pleasure, safety and comfort of the residents of the Cottonwood Park Condominium Association ("Association") and their guests. Rules and Regulations also serve to clarify the Condominium Declaration and Bylaws for Cottonwood Park Condominiums and to formalize procedures for enforcement. These Rules and Regulations supersede all previously existing Rules and Regulations.

It shall be a violation of the Rules and Regulations for any Owner or Resident to perform any act, or neglect to perform any act, or permit any situation to exist which is in violation of the Condominium Declaration or Bylaws of the Association. This provision is intended to apply to those situations not specifically covered by the Rules and Regulations, but which are nonetheless addressed, required or prohibited by the Condominium Declaration or Bylaws.

If any provision herein conflicts with a provision of the Condominium Declaration or Bylaws, the Condominium Declaration or Bylaws shall govern and the conflicting provision in the Rules and Regulations shall be void without invalidating the remaining provisions.

#### **Lease Agreements**

**All lease agreements between Owners and their tenants must expressly state that the tenants have read and understand the Association's Rules and Regulations and as Residents of the Association agree to comply with the Rules and Regulations.**

#### **Grills and Open Flame Devices**

Charcoal grills and most types of propane grills are not allowed to be used on decks and patios with an exception for the single unit buildings 8050 9 through 14. Only two types of grills are allowed in Cottonwood Park Condominiums. The two types are electric grills and propane grills which use 2.5 pound gas cylinders. This rule does not apply to Single Family units in Cottonwood Park as long as the grills are kept ten feet from any flammable surface. Also, any open flame device such as "Tiki Torches" may not be used in Cottonwood Park Condominiums.

#### **Safety**

Any action that threatens the safety of others or their property is not allowed. Such actions include but are not limited to: leaving bicycles under stairs in breezeways of buildings, obstructing the common walkways in any way, storing items on common property, reckless driving and speeding. The maximum speed limit within the Association is 15 miles/hour.

#### **Payment of Monthly Dues**

On the 25th of each month a late fee of \$25.00 will be charged and a delinquent notice sent to each Owner having an outstanding balance on their Homeowner's account. When an account is 60 days past due, the bookkeeper will notify the homeowner of the Association's intent to file a lien. When an account is 90 days delinquent, at the discretion of the Board of Directors, a lien will be filed and the account turned over to the Association's attorney for collection. Per the Declarations, all costs of collection on a unit are chargeable to the unit Owner, including, but not limited to, lien processing fees

and attorney's fees. All amounts received shall be applied first to delinquent utility charges, late fees, attorney charges, and finally to the current assessments due.

### **Enforcement of Rules**

Living in a condominium requires extra consideration of neighbors. In most cases problems can be resolved by speaking to the persons involved. In other cases it may be necessary to involve Municipal or County agencies or the Association. Observed violations may be reported in writing to the Management Company to be resolved in the following manner. Unsigned complaints will not be processed.

- A.** The complainant must file a written complaint with the Management Company specifying what declaration, bylaw, rule or regulation has been violated, and the violator and date of the violation.
- B.** A notice of violation will be mailed to the alleged violator (with a copy to the unit owner, if applicable) specifying the details of the complaint.
- C.** If the penalty for the violation involves a potential fine, the notice will announce the date, time and place of a hearing at which the Board of directors will hear evidence regarding the violation. The complainant will also be asked to attend the hearing. The alleged violator may produce statements, witnesses or other evidence on their behalf at this hearing.
- D.** Following the hearing, the alleged violator will be notified of the Board's decision and of the fine, if any, being charged to the violator's unit.
- E.** Owners are required to specifically incorporate the provision of the Declaration, Bylaws and Rules and Regulations in leases with their tenants. All lease agreements between owners and their tenants must include language which states that the tenant(s) has read and understands the Cottonwood Park Condominium rules and regulations and as a resident of Cottonwood Park agrees to abide by these rules. Additionally, tenant(s) hereby understands that repeated violation of said rules and regulations would cause the term of the lease to be vacated, thereby resulting in eviction. Any notice of a violation of these Rules and Regulations, the Bylaws or the Declaration will be sent to the unit owner at the last address on file with the Association as well to the tenant. Any fine levied as a result of a violation of the Declaration, Bylaws or Rules and Regulations will be levied against the owner.

### **Fines and Penalties**

These penalties may be used in cases involving violations that have not been removed or corrected after notice of the violation has been given by the Board and an opportunity to remove the violation has been given to the homeowner/resident. The penalties stated below may be modified by the Board based on facts of each case.

First offense: Maximum \$100.00 fine

Second offense: Maximum \$250.00 fine

Third and Subsequent offense: Maximum \$500.00 fine

Except in cases where the resident is not the owner and has already agreed to or paid the fines, fines will be added to the monthly assessment of the unit owner. All costs of collecting the fines and other charges due to the violation shall be charged to the owner of the unit, and shall be collectable as an additional assessment on the property in addition to becoming a personal obligation of the violator and/or owner. Costs and attorneys fees for enforcement and collection of any damages or fines shall be awarded to the prevailing party.

## **Exterior and Common Areas**

- A.** As patios and balconies are Limited Common Elements and landings and stairways are Common Elements, they are subject to regulation by the Association.
- B.** Patios and balconies must be neat in appearance and used for the purpose intended. Patio type furnishings as well as firewood and sports equipment are allowed. Tarps, blankets, or other coverings may not be hung on the interior or exterior of patio fences or deck railings.
- C.** Owners are responsible for any damage done to the Common areas by their children, guests, pets, or their guests' pets.
- D.** The exterior of the building, including sidewalks, landings and stairways must be kept clear of all items.

## **Pets**

- A.** Dogs are not permitted anywhere in the Association for any reason, with the exception of bona fide service dogs being used to assist a disabled resident or guest. Service dogs will only be allowed upon receipt of a notarized letter from the service dog Owner's physician or qualified therapist stating the need for such animal. The specific service or services the dog provides for the Owner must be included in the doctor's letter. Service dog Certificates are not considered justification for approval of the need for a service animal. Owners of approved service dogs must adhere to the following requirements:
  - 1. When outside the unit the dog **MUST** be wearing a vest identifying it as a service dog and **MUST** be on a leash that is held by the Owner at all times.
  - 2. Exercising the dog by throwing a ball, Frisbee, stick, or other toy for them to fetch will not be allowed on common property of the Association.
  - 3. Service dogs may not be left alone in a unit at any time.
  - 4. Owners must immediately pick up any fecal material deposited by their service dog.
  - 5. Proof of current vaccinations must be updated annually and provided to the Board of Directors.
  - 6. Noisy or aggressive service dogs will not be allowed on the Association Property.
  - 7. In the event the specific services the dog provided are no longer required by the Owner, the animal must be removed from Cottonwood Park Condominium property.
  - 8. Only one service dog will be permitted to reside in a unit at any time.
- B.** No more than two licensed (if applicable) and fully vaccinated cats per unit shall be allowed.
- C.** Cat guardians are responsible for picking up droppings immediately.
- D.** Violations of these provisions regarding pets may be addressed by removal of the animal and/or the assessment of Fines.

## **Quiet Hours**

The close proximity of the units requires Residents to be especially considerate of their neighbors. Those who work irregular hours may require quiet periods that those who work 9 A.M. to 5 P.M. do not. Also, those returning at irregular hours should be considerate of their neighbors. While it is never

acceptable to produce excessive noise, the following are the Association's quiet hours:

**Sunday evening through Friday morning – 10 P.M. to 8 A.M.**  
**Friday evening through Sunday morning – 11 P.M. to 9 A.M.**

During quiet hours, dishwashers, washing machines and dryers must not be operated. Entertainment systems must be at or near their lowest volume, and renovation projects, with the exception of painting, must cease during quiet hours.

### **Modifications to Your Unit**

The Association is a covenant-controlled community. If you plan to make any change to the exterior of your unit, you must have Architectural Control approval in advance. You may not make any change to the interior of your unit that affects the structure of the building.

- A.** Washers and dryers are prohibited in the attached units per the Association's governing documents.
- B.** You do not need prior approval to install a screen or storm door, but the door must meet certain visual and construction standards. Please contact our management company (New Level Managers: 303-494-7500, hoamgr@msn.com) for more information if you are planning a change.

### **Smoking Policy**

- A** Smoking of cigarettes, cigars, or pipes is prohibited on any deck, or patio connected to any Unit in Cottonwood Park Condominium Association.
- B** Smoking of cigarettes, cigars, or pipes is prohibited within twenty (20) feet of any portion of a building on the property of Cottonwood Park Condominium Association,
- C** Smoking of cigarettes, cigars, or pipes is prohibited inside the three laundry room facilities of Cottonwood Park Condominium Association.
- D** **Smoking of cigarettes, cigars, or pipes is prohibited within twenty (20) feet outside of and inside the children's playground and the tennis courts.**
- E** Smoking of cigarettes, cigars, or pipes is permitted only inside a Residential Unit of Cottonwood Park Condominium Association, unless it is expressly restricted by the lease for occupancy of the Unit by the Landlord of the Unit.

### **Parking**

The Association's property contains approximately 200 parking spaces to serve 120 units. There is no assigned parking.

#### **A. Definitions:**

- 1.** Inoperable vehicle means any motor vehicle or trailer that does not have a current license plate and emission sticker (if required) lawfully affixed thereto or that is apparently inoperable due to being wrecked, dismantled or partially dismantled, having essential parts missing, or having a flat tire.

2. An abandoned vehicle is any motor vehicle or trailer left in one location for more than 15 days. Unless the Association has been informed in writing by the vehicle's owner of the reason for the vehicle's immobility (such as an extended vacation or business trip) and the Association has provided written permission for the vehicle to remain unmoved for a specified time, the vehicle may be designated abandoned.
- B. No inoperable or abandoned vehicle may be parked on Association property.
  - C. A maximum of two vehicles is allowed per unit. When residents provide written proof that there are more than two licensed drivers residing in a particular unit, that unit may be permitted to park the same number of vehicles as there are licensed drivers for the duration of their residency.
  - D. Commercial type vehicles, trucks in excess of 1 ton, campers, motor homes, boats, and trailers may not be parked on Association property at any time.
  - E. No vehicles may be parked outside of designated parking lots or parking spaces.
  - F. Vehicle maintenance is not allowed in Common areas.
  - F. Enforcement of the Parking Rules:
    1. Any vehicle violating the above sections B, D or E shall be subject to towing by the Association. The cost of towing and subsequent storage by the towing company will be charged to the unit Owner's Association account and/or the vehicle owner. In addition, the Owner may be subject to Fines or other charges as set forth herein. The management company is authorized to act as the Association's agent and may authorize towing of any vehicle violating sections B or D 72 hours after posting an appropriate notice on the vehicle. Vehicles in violation of section E may be towed immediately.
    2. A violation of section C or F shall be handled by written complaint, following the procedures set forth in Enforcement of Rules. A violator may be subject to Fines as set forth in the Schedule of Fines.

### **Yard Sales**

Cottonwood Park only allows (3) community yard sale weekends each year. These days are:

**Memorial Day Weekend**  
**4th of July Weekend**  
**Labor Day Weekend**

Please be considerate of your neighbors and monitor noise levels and quiet hours