

Leisure Village Homeowners Condominium Association

Rules and Regulations

5/01/2014

1. Registration of Mailing Address *page 20**

Each Owner shall register his mailing address, along with First mortgagee with the Association. The Owners or several Owners of an individual unit shall have one and the same registered mailing address to be used by the Association for mailing of statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firm corporation, partnership, association or other legal entity or any combination to be used by the Association. Such registered address of a Member or Members shall be furnished by such member(s) to the Management Company or Board within (15) fifteen days after transfer of title, or after a change of address, and such registration shall be in written form and signed by all of the Owners of the condominium unit or by such persons as are authorized by law to represent the interest of (all of) the Owners.

2. Use of Property *page 18 A*

1. The condominium units are restricted to single-family residential dwelling and occupancy and use only. All lease and rental agreements shall be for no less than 60 days. All lease and rental agreements shall be in writing and subject to the reasonable requirements of the board of directors. In accordance with your documents a family shall be described (see below) on page 3 of Covenants

2. (I.E page 3, Covenants) "Family" means an individual living alone or either of the following groups living together as a single housekeeping unit and sharing common living sleeping cooking and eating facilities:

- 1) Any number of persons related by blood, marriage or adoption, guardianship or other duly authorized custodial relationship; or
- 2) Any related group of persons consisting of:
 - a. Not more than (3) three persons; or
 - b. Not more than (2) two unrelated adults and their related children, if any.

3. Home Occupation *page 18 C*

1. The home occupation shall be conducted only by residents of the unit, and no nonresidents shall be employed in conjunction with the home occupancy carried on in the unit.
2. No retail sales shall be conducted from the unit.
3. The conduct of such home occupation must be permitted under the zoning ordinances of Larimer County and City of Fort Collins, Colorado.
4. No evidence of a home occupation shall be visible from the outside the dwelling unit.
5. No signage will be permitted for a home business.
6. The home occupation may not increase traffic, use parking, or create any disturbance, nuisance, odor or excessive use of the Property.

4. Nuisances *page 18 D*

No nuisance shall be allowed on the Condominium Property, nor any use of practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the Property by its residents.

1. Out of consideration to others, no loud noise, music, voices, late night gatherings or vehicle noise will be permitted. This applies to the entire condominium Property, including its common areas and parking lots.
2. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard to exist.
3. Nothing shall be done or kept in any unit or in the common Elements or any part thereof which would result in the cancellation of insurance on the property or increase the rate of insurance on the property without prior written consent of the Board of Directors.

5. Lawful Use *page 18 E*

No immoral, improper, offensive or unlawful use shall be permitted or made of the Condominium Property or any part thereof. All valid laws, ordinances and regulations of all government bodies having jurisdiction shall be observed.

6. Vacant Units *page 18 L*

1. Owners shall keep their thermostats set no lower than 50° so that water lines will not freeze.
2. Units that are vacant for over 30 days, shall be registered with the Board of Directors or Management office. The Owner of such unit shall arrange to have a local contact person available to enter the unit in the event of an emergency: water, electrical, sprinkler shut offs, etc. In the event there is no local contact person for such emergency or repair, the unit may be entered in accordance of the Declaration. Locksmith fees, contractor charges, management over time in addition to the set forth fines will be the responsibility of the owner.

7. Right to Lease *page 19 G*

The Owner of a condominium unit shall have the right to lease his condominium unit under the following conditions:

1. All leases shall be in writing.
2. All leases shall provide that the terms of the lease and lessee's occupancy of the condominium unit shall be subject to all respects to the provisions of the Declaration, Articles of Incorporation, By-laws and Rules and Regulations of the Association. Any failure by the lessee to comply therewith shall be a default under the lease.
3. Any such leasing shall not relieve the Owner of the obligations imposed pursuant to all governing Documents.
4. No Owner may lease his condominium unit for transient or hotel purposes, which shall be defined to mean: 1) a rental for any period less than sixty (60) days; or 2) any rental if the occupants of the condominium unit are provided customary hotel services, such as room service for food and beverage, maid service, furnish laundry and linen and bellboy service.
5. A copy of Leisure Village Homeowners Condominium Rules and Regulations shall become a part of the lease. Pets, vehicles with make, model, and license plate numbers, along with emergency phone numbers must be provided to the Management Company on Board approved form. The approved form shall be given to management or Board within (15) fifteen days of new lease date or occupancy.

8. Signs *page 18C*

Signs or advertising of any nature (except for sale, rent sign in window) shall not be erected or maintained on any part of the project. The Board shall permit the placing of at least one sign of reasonable and dignified form to identify the Project and the units. The provision shall not preclude the right of the owners to post political signs in (windows) their unit, but only a limited time of 2 weeks prior to voting date and to be removed within 48 hours of voting date.

9. Temporary Structures, Exterior Additions *page 18 A, C*

No structure of a temporary character, trailer, tent, storage shed, garage or other building on the project, either temporarily or permanently.

No exterior additions to, alterations of or decoration of any buildings, nor changes in fences, hedges, walls or lawn areas and other structures shall be commenced, erected or maintained without the prior written approval of the Association's Board of Directors. This includes but not limited to items such as wiring, air conditioners, A/C brackets, A/C installation (never on front of Building), windows, doors and satellite dishes.

10. Aerials-Antennas-Dishes

No television antenna, radio antenna, satellite dish, aerial or similar equipment of any design shall be mounted on the exterior of the building or erected on any other portion of the Common Interest Community without the prior written approval of the Association's Board of Directors. Owners shall be responsible for cable TV service to the individual unit. There shall be one dish per unit. A deposit of \$120.00 (one hundred twenty dollars) shall be required upon installation and returned upon removal of dish. All holes and exterior damages must be repaired to the satisfaction of the Board of Directors.

11. Doorways, yards and Common and Limited Common Areas

1. The Owner/Tenant shall keep up in a neat and clean condition, the patio areas, court yards, lawns, entrances leading to a condominium unit. Decorative objects should be limited to one item on, in and around the door and doorway.
2. Newspapers or garbage shall not be allowed to accumulate in front of unit entrances. No unsightliness shall be permitted on or in any part of the Property. Items such as bedding, clothing, rugs, etc. shall not be hung or placed upon any of the common elements, including areas which are limited common elements.
3. Common and limited common areas are to be maintained by the Owner/Tenant to the extent, but not limited to, kept clean of debris, snow, leaves and replacing light bulbs. They shall be kept in a manner that no damage occurs to the exterior of the unit or the adjacent unit. If damage does occur to the common area due to neglect, abuse or misuse the Owner/Tenant will be held responsible and charged for the repairs. All other manner of repair and upkeep shall be the responsibility of the Association.
4. Back decks shall be kept free of storage items so that landscapers may gain full access to the lawn area.
5. Landscaping of lawns, flower beds and common areas and limited common areas must be approved by the Board of Directors.
6. Bikes shall not be stored on common areas except designated bike racks.

12. Interior Window Coverings

Interior window coverings, including draperies and shades used in the units shall present a uniform and harmonious appearance as viewed from the exterior of the building. Interior coverings shall be just that, blinds, curtains, shutters, or any other materials intended for this use shall be permitted. Other items such as newspaper, aluminum foil, bed sheets, towels, tents, etc. shall not be permitted.

13. Parking / Vehicles

1. Vehicles must be parked within the designated parking areas and spaces. Each unit is allowed 2 parking spaces.

2. Guest spots are no to be used a regular parking spaces. If a vehicle is noted to be regularly parked in a guest spot, it will be considered illegally parked, tagged and possibly towed if not promptly removed.
3. The following vehicles are not permitted in the parking areas: boats, trailers, motor homes, camper units, snowmobiles, recreational vehicles, oversized commercial vehicles and those vehicles that are over 17 feet in length.
4. Vehicle maintenance shall not be performed in the parking areas. Owners/Tenants will be held accountable for damage to asphalt or other surfaces as a result of leaking or spilled fluids, included, but not limited to, motor oil, transmission fluid and antifreeze.
5. Abandoned, inoperable automobiles or vehicles,(belonging to known resident) or vehicles with expired license plates shall not be stored or parked on any portion of the Property. An "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of two (2) weeks or longer. Written notice shall be given to the Management Company regarding a vehicle that is left during vacation or a period of illness.
6. The vehicle owner, not the Association, will be liable for all fees incurred and must pay these before the vehicle will be released by the towing company, or the owner's assessment account will be charged accordingly. Any damage claimed to have been caused during towing is the responsibility of the vehicle's owner, not the Association, and such claims shall be settled by the vehicle's owner and the towing company.

14. Pets *page 18 B*

1. No exotic animals, livestock or poultry of any kind shall be raised, bred or kept on the Property.
2. No more than one dog or cat or other household pet may be kept per unit. The right to keep a household pet shall be coupled with the responsibility to pay for any damage caused by Owner's pet.
3. Every Owner/Tenant of a pet shall maintain strict control over his pet and shall prohibit the pet from making loud, disturbing noises or any other behavior reasonably annoying to others.
4. No animal shall be allowed to remain tied, chained, or leashed to any general or limited common element, furniture, patios or other parts of the Property exterior or to a condominium unit, and any such animal(s) so tied, chained, or leashed may be removed by the Association or its agent.
5. No animal shall be permitted to run loose or at large on or about the Property. Any animal so found may be removed by the Association into the custody of the Larimer County Humane Society or other appropriate official.
6. Owners are to clean up after pet immediately.
7. All Dangerous Breed animals are prohibited on the premises in accordance with insurance standards. The list currently includes and is not limited to; the Pit Bull (or various named Terrier), Rottweiler, Chow, Akita or Wolf or Wolf Hybrid. No dogs allowed over 75 pounds.
8. If any animal creates a nuisance, which will include barking or loud noises, the Owner will receive one informal notice. If the nuisance continues, a written notice shall be issued and the violation process started.

15. Trash Disposal

1. Trash disposal should be contained to trash bags, broken down cardboard boxes and paper. Chemical items such as paint, car fluids, oils, solvents, flammables, etc. must be taken to the City Dump for proper disposal. Storage, use or disposal of Hazardous materials within the property is prohibited.

2. Larger items such as air/ conditions appliances, furniture, mattresses, car parts, remodeling debris, etc should be taken to the City Dump. Some items may be removed from the property for a nominal fee to the Owner. Please feel free to call the management office for further information.
3. If it is verified that larger items removed from the property have resulted in additional charges, the Owner of that Unit shall be responsible. The Owners Assessment account will be billed the actual removal charge and a fine.

16. Outdoor Grills

Propane and electric grills are permitted. Charcoal will not be permitted. Grills may not be stored in the common areas. At no time shall grill be used at the front or side of the buildings.

17. Repairs in General

Any repairs ordered by an Owner/Tenant shall not be paid by the Association, except those authorized by the Board of Directors. The Association shall take responsibility of repairs ordered by the Board of Directors or the Management Company.

Since the management has a 24 hour answering service, it would be a rare case that any repair would be considered an emergency. Only then, in the rarest case, would the Board of Directors deliberate and pay a repair ordered by anyone other than an authorized person.

18. Hold Harmless

Nothing shall be done or kept in any condominium unit or in or on the common elements, or any part thereof, which would result in the cancellation of the insurance of the Property, or any part thereof, or an increase in the rate of the insurance on the Property, or any part thereof, over what the Association, but for such activity, would pay, without the prior written approval of the Association. Nothing shall be done or kept in any condominium unit or in or on the common elements, or any part thereof, which would be in violation of any statute, rule ordinance, regulation, permit or other imposed requirement of any governmental body. No damage to or waste of the common elements, or any part thereof, shall be committed by any owner or by any member of the owner's family or by any guest, invitee or contract purchasers of an owner and each owner shall indemnify and hold the Association and the other owners harmless against all loss resulting from such damage or waste caused by him, the members of his family, or his guests, invitees, tenants or contract purchasers.

19. Rules and Regulations

Additional and supplemental rules and regulations may be adopted by the Board of Directors concerning and governing the use of the general and limited common elements; provided, however, that such rules and regulations shall be furnished to all owners prior to the time that they become effective and that such rules and regulations shall be uniform and non-discriminatory except to the extent the Board has discretionary rights specifically given to it by the Declaration.

*refers to the HOA Declaration

Leisure Village Condominium Association

Fine Schedule (effective May 1, 2014)

		First Fine	Daily	2nd occur
1. Registration of Mailing Address	15 days	\$ 50.00	\$ 10.00	\$100.00
2. Use of Property	7 days	\$ 50.00	\$10.00	\$100.00
3. Home Occupation	7 days	\$ 50.00	\$10.00	\$100.00
4. Nuisances	7 days	\$ 50.00	\$10.00	\$100.00
5. Lawful use	7 days	\$ 50.00	\$10.00	\$100.00
6. Vacant Units	7 days	\$ 50.00	\$10.00	\$100.00
7. Right to lease				
7.1 leases in writing	7 days	\$ 50.00	\$10.00	\$100.00
7.2 lease subject to LV documents	7 days	\$ 50.00	\$10.00	\$100.00
7.3 owner subject to LV documents	7 days	\$ 50.00	\$10.00	\$100.00
7.4 no transient rentals	7 days	\$ 50.00	\$10.00	\$100.00
7.5 contact info to Board or Mngt	15 days	\$ 50.00	\$10.00	\$100.00
8. Signs	7 days	\$ 50.00	\$10.00	\$100.00
9. Temporay Structures , Additions	7 days	\$ 50.00	\$10.00	\$100.00
10. Arieals-Anntennas-Dishes	7 days	\$ 50.00	\$10.00	\$100.00
11. Doorways, Yards , Common Areas				
11.1-6	7 days	\$ 50.00	\$10.00	\$100.00
12. Interior Window Coverings	7 days	\$ 50.00	\$10.00	\$100.00
13. Parking				
13.1 designated spaces	24 hours	\$ 50.00	\$10.00	\$100.00
13.2 guest spot	24 hours	\$ 50.00	tow	\$100.00
13.3 not permitted vehicles	24 hours	\$ 50.00	tow	\$100.00
13.4 maintenance	immediately	\$ 50.00	\$10.00	\$100.00
13.5 abandoned, vacation	7 days	\$ 50.00	tow	\$100.00
14.1 Pets exotic animals	7 days	\$ 50.00	\$10.00	\$100.00
14.2 one pet per unit	7 days	\$ 50.00	\$10.00	\$100.00
14.3 control , distubance	7 days	\$ 50.00	\$10.00	\$100.00
14.4 tied, chained to property	7 days	\$ 50.00	\$10.00	\$100.00
14.5 run loose	7 days	\$ 50.00	\$10.00	\$100.00
14.6 Clean up immediaitely	immediaitely	\$ 50.00	\$10.00	\$100.00
14.7 dangerous breed	7 days	\$ 50.00	\$10.00	\$100.00
14.8 process				
15. Trash Disposal	24 hours	\$ 50.00	\$10.00	\$100.00
		plus actual cost		
16. Outdoor Grills	7 days	\$ 50.00	\$10.00	\$100.00
17. Repairs in General				
18. Hold Harmless, No damage				

- Step 1. Board: Verify violation is possible.
 Step 2. Board: Send notice, give time to comply.
 Step 3. A. Owner: Inform Board in Writing the violation has been cured.
 B. Owner: Request Hearing or Mediation.
 C. Board: Non compliance wil result in eventual legal action
 Step 4. Board: Notice to Owner of Outcome.
**Any fine will up to \$300.00, and non-compliance,
 the Board will seek leagal remedy.**

The Board of Directors may use an attorney at anytime in order to correct the violation.