

RULES AND REGULATIONS

TREEHOUSE CONDOMINIUM ASSOCIATION

REVISED JANUARY 2020

These Rules and Regulations are adopted by the Board of Directors pursuant to the By-laws of the Association. ALL OWNERS, NON-OWNER OCCUPANTS, AND RENTAL AGENCIES SHALL COMPLY WITH THESE RULES AND REGULATIONS.

1. FIRES

Exterior Fires - NO exterior fire, cooking, or barbecuing is permitted on any balcony or in any outdoor area within ten feet of any structure or tree. The Association has designated safe barbecue areas and provided grills in those areas for owner and guest use. These are the only places where charcoal may be used. As of August 2009, cooking devices of any kind are prohibited on balconies. Any hibachi, grill, or cooking device used or stored on a balcony will result in an immediate \$100 fine for each offence. There will be no warnings issued for this violation.

The designated areas with barbecue grills are to be used for cooking purposes only. When you are finished cooking, it is your responsibility to place the hot coals in the provided buckets. The grills are not to be used after 10:00 p.m. or before 7:00 a.m. You may not bring your own grill

Fireworks and Firearms - Fireworks of any kind shall not be stored, carried, ignited, displayed, or exploded on any part of the project, except as expressly authorized by the Board of Directors. Firearms and fireworks shall not be discharged anywhere on the property, subject to an immediate \$100 fine.

2. ANIMALS

Non-owners of Units - Non-owners are prohibited from having an animal in any unit or in/on the common elements.

Owner Definition - Owners are defined as those whose name(s) are listed on the deed to the property. Sons and/or Daughters who are living full time in a unit, but are not listed on the deed, are not considered owners and, therefore, are NOT allowed to have pets.

Registration - Any cat, dog, bird, reptile, or other animal ("animal") of any unit owner on or in the common elements or unit must be registered with the Resident Manager.

Control - Animals must be under leash control of the owners when in/on the common elements, including service dogs in the clubhouses or laundry areas. If the animal becomes a nuisance to other occupants, the owner or person having control of the animal shall be given a written notice to correct the problem. If the problem is not corrected, the owner will be subject to the existing grievance procedures and penalties and may be required to remove the animal.

Clean up - Owners are responsible for cleaning up after their pets eliminate on the project grounds. Violators will be fined \$50.00 immediately, with no warning for this offense, and escalated from that point per the Association's Fine Policy at each subsequently observed violation.

Responsibility - Owners having animals assume full responsibility for personal injury or property damage caused by the pet. Each animal owner indemnifies the Association or its agents and holds them harmless against any loss, claim, or liability of any kind or character, whatsoever, arising from or growing out of the privilege of having an animal in/on the project.

3. NOISE

Residents and owners shall not make or permit to be made any disturbing noise or do or permit any act that unreasonably interferes with the rights, comfort, or convenience of any other occupant at any time but should be even more conscious of noise issues during quiet hours (10:00 p.m. to 7:00 a.m. daily). If excessive noise is experienced or if the situation appears to be dangerous, the Sheriff's Department should be called.

4. ENTRY TO UNITS

Keys - Owners shall be responsible for providing keys to friends, renters, or persons occupying with direct authority. If a rental agency is involved, it shall be the agency's responsibility to distribute keys to the renter.

Access - At no time is management responsible for providing access to private condominium units. Only people who are authorized by an owner or rental agency will be given access to any unit.

Door Locks - All entry doors into each unit shall be keyed to a master key that is retained by the Manager. No owner or occupant shall alter any lock or install a new lock on any entry door into any unit so as to take it off the master key system. Should an owner alter the entry door lock from the master key system, the Association will, at the Owner's expense, have the lock changed back to the Master system. (If an owner fails to comply and damage is caused by noncompliance, emergency entrance costs are the responsibility of the owner. The owner hereby acknowledges their loss of any liability on the part of Treehouse HOA or the property manager for loss due to any possible occurrence of damage of any kind caused because employees could not gain entry.)

5. VEHICLES/PARKING

- a. **Use of the Parking Lots** - Use of the Treehouse Parking Lots shall be limited to Treehouse owners, renters and guests, as well as delivery and service vehicles in the course of normal commerce unless otherwise approved by the Board of Directors.
- b. **General Parking** - The unpaved portions of the complex shall be used for foot traffic only unless specifically authorized by the Property Management Company. No wheeled or tracked vehicles shall be ridden or driven on the boardwalks or on unpaved ground within the Treehouse complex. No unauthorized vehicles are permitted off paved portions of the common area.

- c. **Traffic Regulations** - Any traffic flow markings and signs regulating traffic on the premises shall be strictly enforced.
- d. **Parking Areas** - Vehicles shall be parked only within designated parking areas. Vehicles not parked in the designated area or that are parked in one spot for 48 hours in the winter (due to snow removal) and two (2) weeks in the summer may be tagged and are subject to towing at the owner's expense. Full-time residents leaving town for any period time must obtain a parking pass from the Resident/On-site Manager and post this pass on the dashboard of their vehicle.
- e. **Storage** - There shall be no storage in lots of detached camper shells, tires, storage boxes or other non-licensed items.
- f. **Commercial Vehicles** - Parking of commercial or oversized vehicles must have the approval of the Resident/On-site Manager and obtain a parking pass to be placed on the dashboard of this vehicle.
- g. **Improperly Parked** - Vehicles obstructing trash containers or traffic may be towed immediately at the expense of the owner. Vehicles not parked according to the Rules and Regulations may be towed at the expense of the vehicle's owner.
- h. **Properly Licensed** - Any vehicle or trailer on the premises not properly licensed will be tagged and if not licensed within seven (7) days will be towed at the expense of the vehicle's owner.
- I. **Habitation** - There shall be no habitation of parked vehicles.
- j. **Scheduled Work** - Notice will be provided for work on any parking lots. Vehicles not moved within 24 hours of notice from the Management Company will be towed at the expense of the vehicle's owner.
- k. **Long-term Parking** - Long-term parking areas have been identified around the complex for the storage of seasonal vehicles such as boats in summer, and snowmobiles in winter. These vehicles may be parked in these areas for no longer than two weeks by obtaining a parking pass from the Resident/On-site Manager and affixing said pass to such vehicle. If a person wishes to park said vehicle longer, subject to space availability only, there will be a \$100 per month fee.
- l. **Rules Violations** - Vehicles in violation of these rules may be towed and stored at the owner's expense.
- m. **Towing** - Upon recognition of repeated parking problems with one unit, as defined by 3 parking violations in the same year, vehicles are subject to immediate towing.
- n. **Vehicle Repairs** - Only minor vehicle repairs (oil change, battery change, etc.) are allowed on the premises. In the event of oil or other fluids spilling on the parking surface, the surface will be cleaned, and the owner of the responsible unit will be assessed all associated charges.

6. CLUBHOUSES

- o **Guidelines** - All persons using the pools, clubhouses, or recreational facilities shall abide by the Guidelines posted in the clubhouse or at the facility.
- o **Clubhouse Use** - Renters must use only the Guest clubhouse. Only owners and their accompanied guests may use the Owner's clubhouse. In an effort to control security and limit vandalism, individual access codes for the Owner's Clubhouse will be assigned to each unit. Any owner giving out their combination to unaccompanied tenants or guests will be subject to a \$100 fine and a sixty (60)

day suspension from the facilities per infraction. There will be no warning issued for this violation.

- Owner Definition - Owners are defined as those whose name(s) are listed on the deed to the property. Sons and/or Daughters who are living full time in a unit, but are not listed on the deed, are not considered owners and therefore are NOT allowed to use the owner's (#2) clubhouse. (Revised January 1995.)
- Age - Persons under the age of 15 years shall not be permitted within any clubhouse unless accompanied by a person 18 years of age or older.
- No Smoking - No smoking shall be permitted inside the clubhouses.
- Glass - No glass containers of any kind shall be permitted in the pool areas.
- Cooking Facilities - The #1 (large) clubhouse cooking facilities may be used by only those who rent the upstairs through Buffalo Mtn Managers.
- Use of Amenities - Association liability for an accident is limited to its own negligence in order to reduce costs. Owners have an obligation to use extreme care when using the Association amenities and are responsible for the conduct and actions of their guests, tenants, and children.
- Guest Clubhouse Rentals - An owner may use or rent the upstairs of the Guest Clubhouse. If an owner wishes to use this facility for his guests and allow other persons to use the upstairs at the same time, there is no rental fee. If an owner wishes to reserve the entire 2nd floor for his or her exclusive use, there is no fee but there is a deposit of \$250, which will be refunded if the facility is left in the same clean and undamaged condition. This facility is also available to non-owners for a higher rental fee of \$300 per half day and \$500 for the full day plus the refundable deposit of \$250. For further details, contact the Buffalo Mtn Managers at 970-368-6374.

7. GARBAGE

Garbage and trash shall be disposed of only by use of garbage disposal units or by use of the common trash and garbage facilities and may not be left in the common areas.

Unacceptable Dumping - Dumping of unacceptable and large items (i.e., furniture, appliances, carpet, remodeling debris, or tires) could result in a fine of up to \$500.00, as well as the responsibility for the additional fee that Waste Management charges for removal of unacceptable items.

Recycling Bins – Are only intended for recycling. If unauthorized trash is dumped into the recycling bins, the unit is subject to a \$250.00 fine, and responsible for additional fee that Waste Management charges

8. BUILDINGS AND WALKWAYS

There are outlets in the parking lots to plug in engine heaters.

Obstruction - Common sidewalks, driveways, entrances, and passageways shall not be obstructed or used for any other purpose than ingress and egress. Personal property shall not be left in/on any common area.

Wiring and Work - No work of any kind shall be done upon the interior building walls or any common elements by any unit occupant. Exterior wiring, including extension cords, for electrical or telephone installation or for any other purpose, television or radio antennae or air conditioning units, shall not be installed except as may be expressly authorized by the Association's Board of Directors. No extension cords may be run from the unit to the exterior of the building except for temporary use on the balcony.

Heat/Smoke Detectors - Each unit is required to have an operational heat/smoke detector. If the heat/smoke detector becomes non-operational for any reason it will be replaced at the owner's expense. DO NOT DISCONNECT THE SMOKE DETECTOR IN ANY UNIT AS EACH ONE IS HARD-WIRED INTO THE ENTIRE COMPLEX ALARM SYSTEM AND WILL ALERT THE ALARM COMPANY TO A PROBLEM IN THE BUILDING. SUCH SERVICE CALLS OR DAMAGE FROM REMOVAL OF A SMOKE DETECTOR MAY RESULT IN THE OWNER OF THE UNIT RECEIVING A BILL FOR THE REQUIRED ALARM COMPANY SERVICES. If a detector sounds an alarm from a cooking or fireplace mishap that is not a result of an actual fire, air out the unit or dampen a towel and place it over the smoke detector. Once the detector ceases to detect smoke, the system will re-set itself.

Washer/Dryers - No washers or dryers shall be permitted to be installed in the units.

No Smoking - No smoking shall be permitted in the atriums.

All unit windows (and doors) shall have an acceptable covering that presents a color of white, off-white, or natural wood to the outside so that all buildings show a neat and uniform appearance. The Board shall also have the authority to require the removal of unacceptable coverings including, but not limited to, sheets, blankets, bedspreads, towels, beads, and similar materials.

Exterior seasonal decorations are permitted on a limited basis and must be removed within thirty (30) days after the holiday. Decorations and lights will be limited to the airspace of each balcony and may not protrude beyond the balcony rail. White lights will be permitted on balconies year-round, provided that they do not disturb other owners or guests and meet the above requirement for location.

Balconies - The balconies, decks, or patios shall be used only for the intended purpose and shall be neat and tidy at all times and may only be used for the following purposes:

- a. Placement of a small table and chairs
- b. Short-term seasonal storage of sports equipment
- c. Other uses specifically approved, in writing, by the Board of Directors

Specifically, prohibited uses are as follows:

- a. Use or Storage of hibachis, barbecues, or any other open flame device (revised 12/92) (Please also see Fires, subheading Exterior Fires)
- b. Drying of towels or other laundry
- c. Storage of any item that protrudes beyond the balcony edge

NOTE: Due to a requirement of the Fire Department, it is the owners of the second and third floors only, responsibility to purchase and have available fire ladders.

9. LONG TERM RENTERS

The Manager must be notified in writing of all rentals of more than 90 days duration, and the tenant shall execute an agreement to abide by the Association's Rules and Regulations.

10. SIGNAGE

No permanent commercial signs are allowed on the property, and no other types of signs are allowed in the Common Areas or Limited Common Areas. "For Sale" and "For Rent" signs are only allowed in the windows of the unit.

11. LIABILITY

Theft - The Association assumes no liability for, nor shall it be liable for any loss or damages to articles left or stored in any unit or in/on any common area or parking lot.

Common Damage - Any damage to common elements or common personal property caused by the owner, child, guest, or tenant shall be repaired at the expense of that unit owner.

Water Damage - Any damage or expense that results from water flow (i.e., from tubs, showers, or damaged pipes within the unit) shall be the liability of the owner of the unit where the water originated.

Actions - Unit owners are responsible for the actions of their guests, renters, and agents (including rental agents and contractors).

12. COLLECTION POLICY

If at any time the delinquency for an owner of multiple units exceeds the total delinquency of a single unit owner delinquent for three (3) months, the dues for the multiple unit owner becomes due and collectible immediately.

30 Days Delinquent: \$20.00 late fee for each month delinquent

60 Days Delinquent: Disconnect Cable Television and access to Owner and Guest Clubhouse. A fee of \$100.00 will be assessed to the Owner for the Disconnect and Reconnect services.

90 Days Delinquent: A Lien is filed Against the Unit.

13. REQUEST FOR PERMISSION TO STRUCTURALLY MODIFY A CONDOMINIUM UNIT PURPOSE

Purpose - To allow the Board of Directors (Board) and the Management Agent (Manager) to evaluate the potential impacts of a proposed modification to adjacent Common Elements, Limited Common Elements or Private Property. Submittal of this request is required per the following examples:

EXAMPLES

1. Carpet Replacement - required

2. Adding a Bathroom - required

3. Installation of Hard Flooring Materials** - required (** hard flooring material installation in any unit will only be approved in kitchens and bathrooms).

REQUIREMENTS - All work requiring permission shall have the following submitted to the Board:

1. Description of the proposed work including at least a sketch and preferably scaled plans of the proposed work.
2. An estimate of the start date and duration of the work.
3. Written permission from the owner(s) of any other unit into which the contractor of the work will have to enter. Violations of architectural modifications are subject to an immediate \$500 fine.

14. Harassment

It is a violation to harass other residents, Owners, managers, staff, guests, contractors (and their employees), the Association's Directors or any agent of the Association. Harassment shall include one or more of the following actions, whether in person, by phone, via form of electronic media or other communication or correspondence:

- a) repeatedly insulting, taunting, challenging, or making communications in offensive language to another in a manner likely to provoke a violent or disorderly response, or
- b) sending excessive correspondence, including mail, e-mails or phone calls, beyond what is reasonable in the ordinary course of business; or
- c) refusing to resolve differences in good faith and in a reasonable manner, or
- d) making repeated communications without allowing a reasonable amount of time to allow for adequate research, verification and transmitted response to be prepared; or
- e) making degrading, disrespectful, demeaning or other hostile comments towards Board members, committee members, management or other Owners, or
- f) Making insulting, patronizing, belittling, "name-calling", condescending comments towards any person.

Code of Conduct:

The Association's attorney represents the Association as an entity and corresponds with the Association through the Board, as the Association's elected representatives. The Association's attorney does not represent individual Owners. As such, Owners shall not provide direction to the Association's attorney.

No Owner shall interfere with a contractor engaged by the Association while a contract is in progress. Owners shall not provide direction to the Association's contractors or vendors, including the Association's manager or attorney. All communications with the Association's contractors or vendors (other than the Association's manager) shall go through the Association's manager and/or the Board.

Owners have the right to attend Board and Owner meetings, as permitted by Colorado law, and subject to any meeting policies and procedures adopted by the Board. Should an Owner wish to raise a discussion item at a Board or Owner meeting, the Owner may do so in a civil manner, without the use of profanity, physical or verbal threats, or derogatory or hurtful comments. Any issue raised will be responded to in a civil manner, and resolved in a fair and equitable manner, either at the meeting at which the issue was raised, or within a reasonable period thereafter depending on the issue raised.

Any other communications to any agent of the Association, including the Association's directors, officers, volunteers, employees, and manager, whether verbally or in writing, shall be done in a civil manner, without the use of profanity, physical or verbal threats, or derogatory or hurtful comments.

Violations of Law. The following may be a violation of law. Any of the following behaviors should be reported to the police or appropriate law enforcement authorities for enforcement:

- a) striking, shoving, kicking, or otherwise touching a person, or subjecting such person to physical contact; or
- b) in a public place, directing obscene language or making an obscene gesture to or at another person; or
- c) following a person in or about a public place; or
- d) initiating communication with a person, anonymously or otherwise by telephone, computer, computer network, or computer system in a manner intended to harass or threaten bodily injury or property damage, or making any comment, request, suggestion or proposal by telephone, computer, computer network, or computer system which is obscene; or
- e) making a telephone call or causing a telephone to ring repeatedly, whether or not a conversation ensues, with no purpose of legitimate conversation or intent to resolve; or
- f) making repeated communications, including but not limited to via mail, e-mail, text or telephone, that invade the privacy of another or interfere in the use and enjoyment of another's home, private residence, workplace, or other private property.

Enforcement: Violators of this Resolution shall be subject to any and all enforcement rights of the Association pursuant to the Declaration and any resolution regarding covenant and rule enforcement, including but not limited to fines (after notice and opportunity for hearing), initiation of legal proceedings, and the law of the State of Colorado governing the community.

In addition, if an Owner is found to be in violation of this Resolution, the Board may require any and all future communications from such Owner to any agent of the Association, including the Association's directors, officers, volunteers, employees, and manager, to be only in writing and sent by U.S. Mail. If an Owner refuses to comply with

such a demand, the matter may be referred to the Association's attorney and the Association may thereafter require that all correspondence be sent by U.S. Mail to the Association's attorney.

15. ENFORCEMENT OF RULES AND REGULATIONS

The Board of Directors has the authority to institute a schedule of reasonable charges against owners or their agents for violation of these Rules and Regulations, the Bylaws, the Declarations, and the Articles of Incorporation. Reasonable procedures (including notice of alleged violations and opportunity to be heard by a grievance committee shall be implemented by the Board). All fees, charges, and penalties imposed by the Board and costs incurred by the Association in enforcing the Rules and Regulations shall be considered assessments enforceable against units and unit owners pursuant to these Rules and Regulations, the By-laws, and the Condominium Declaration of the Association. Each day that a violation continues after notice shall be considered a separate violation.

The Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the By-laws, or the Declaration including assessment of charges and penalties, filing of a lien, filing of an injunction or money judgment, or filing of a suit for unlawful detainer.

PENALTY SCHEDULE

First Offense A written warning

Second Offense \$100.00 assessment against the unit

Third Offense \$200.00 assessment against the unit

Fourth Offense \$300.00 assessment against the unit

Fifth and Each Following Offense \$400.00 assessment against the unit

At the Board's discretion they can withdraw penalties when remedial action occurs within 7 days.

Variances for the new Village at Treehouse units:

1) Laundry – the new units have plumbing systems designed for laundry equipment. Washers and dryers are allowed in the new units.

2) BBQ (propane) – gas grills are allowed on the patios and balconies of the new units.