

# **RULES, REGULATIONS AND POLICIES OF MOUNTAIN SIDE HOMEOWNERS ASSOCIATION**

**Revised March 2024**

Mountain Side Homeowners Association (“Association”) has adopted these Rules, Regulations and Policies (“Rules”) pursuant to the Declaration of Covenants, Conditions and Restrictions for Mountain Side P.U.D. recorded in the office of the Summit County, Colorado Clerk and Recorder and the Bylaws of Mountain Side Homeowners Association, as those documents may be amended from time to time, (“Declaration”). These Rules are in addition to the General Clubhouse and Pool Rules, the Architectural Guidelines of the Association, and any other rules or regulations, adopted by the Association. All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Declaration. These Rules are applicable to the Owner or Owners of any Sites, duplexes, or single family homes, as defined in the Declaration, but are not applicable to the Owners of Condominium Units in the Mountain Side Condominium Association.

1. Purpose and Scope. The primary functions of the Association are to manage the Common Recreational Areas and enforcement of the Declaration, including adopting these Rules in connection with such management and enforcement responsibility.

2. Common Recreational Areas. The Common Recreational Areas used in common by Owners and occupants (“Occupants”), including the pedestrian easements, shall not be obstructed or used for any purpose other than access to and from Sites or other purposes for which they are intended. Personal property shall not be left in or on any Common Recreational Area. Any damage to Common Recreational Area or common personal property caused by an Owner or the Owner’s family, a guest, a tenant, or an invitee of an Owner, shall be repaired at the expense of that Owner. No work or modification shall be done upon any Common Recreational Area without the written authorization of the Board of Directors. The Association shall have no liability for any loss or damage to any personal property left or stored on any Common Recreational Area. No modification may be made to any Common Recreational Areas by the Owner or Occupant of a Site.

3. Procedure for Architectural Approval for Modifications to Sites. In order to obtain approval of modification plans, there must be Architectural Control Committee (“ACC”) review of the following, in addition to compliance with the provisions of the Architectural Control Guidelines for the Association:

- A. Copies of all applications for building permits and inspection for code compliance.
- B. Evidence of Builder’s Risk Insurance.
- C. Personal letter of request for modifications by the record Owner.
- D. Personal guarantee by the Owner stating that all work performed will be completed satisfactorily and in a timely manner.
- E. Upon completion of modification, an inspection by members of the ACC and/or the Managing Agent will be conducted. Owner will be contacted prior to this inspection.

- F. Owner must have written or e-mail approval signed by three members of the ACC before beginning modification.

4. Noise. Owners or Occupants shall not make or permit to be made any disturbing noise or do or permit any act which unreasonably interferes with the rights, comforts, or convenience of any other occupant. Quiet hours will be strictly enforced between 10:00 p.m. and 7:00 a.m.

5. Notice of Rentals.. For all rentals of more than ninety (90) days duration, the Owner shall notify the Association's Managing Agent in writing of such rental within ten (10) days of the execution of the lease. The following language shall be included in all leases over 90 days: "All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations of the Association."

6. Signs and Flags. Signs and flags shall be governed as follows:

I. Definitions.

- a. Sign – A display, such as a lettered board, for public view.
- b. Flag - A piece of cloth or similar material, typically rectangular, oblong, or square, attachable by one edge to a pole or rope, with a distinctive design.
- c. Commercial - pertaining to the exchange or buying and selling of commodities and/or intending to make a profit.

II. Size, Location and Number.

- a. Signs may not exceed 3 feet by 2 feet.
- b. Flags may not exceed 3 feet x 5 feet.
- c. No more than 2 total Flags or Signs may be displayed on a Site.
- d. All Signs and Flags shall be professionally manufactured and lettered. No handwritten signs or flags shall be allowed.
- e. All Signs and Flags must be maintained in good condition, free from fading, fraying, and may not be torn or ripped.
- f. Signs and Flags may only be displayed within the boundaries of an Owner's Site.
- g. Flags may be displayed on flagpoles as follows:

- i. Flagpoles may not be installed without the prior written approval from the Association.
- ii. Freestanding flagpoles may not exceed 10 feet in height and may only be located within the Site.
- iii. No Signs, Flags, or flagpoles may be placed on, or attached to, Common Elements.
- h. No Signs or Flags bearing Commercial messages may be displayed in the community. "For Sale", "For Rent", and "Open House" signs pertaining to the sale or rental of a Unit and individual security signs shall not be deemed to be commercial messages for purposes of this Policy.

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7. Emergency Vehicle Parking. The Association shall not prohibit the parking of a motor vehicle in the Project if the Owner or Occupant of the Site is required by its employer to have the vehicle at his residence during designated times, and:

- A. The vehicle weighs less than 10,000 pounds;
- B. The Owner or Occupant is a bona fide member of a volunteer fire department, or is employed by an emergency service provider;
- C. The vehicle bears an official emblem or other visible designation of the emergency service provider; and
- D. Parking of the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other Owners or Occupants to use parking areas and driveways within the Project.

8. Vehicles. Parking or storage of any mobile home, house trailer, recreational and commercial vehicles or camper, horse trailer, motor home, step van, construction trailer or larger vehicle, boat, snowmobiles, motorcycles and their accompanying trailers and commercial vehicles on any Site for any period in excess of fourteen (14) days in a sixty (60) day period is prohibited. Owners of Site may not erect, park or store any mobile home, house trailer, tent or shack on a Site.

9. Owner Responsibility. Owners and Occupants are responsible for the actions of their families, guests, renters, and agents, including rental agents and contractors. 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. At no time is the Managing Agent responsible for providing access to Residential Units. Only people who are authorized by an owner or rental agency will be allowed access to a Residential Unit.

10. Decks and Patios. The balconies, decks, windows and patios shall be used only for their intended purpose and shall not be used for open storage, except for firewood, or for hanging garments or other articles; however, retractable clothes lines are permitted but hanging garments shall be removed promptly after they are dry. Use of charcoal grills is prohibited; propane and/or electric grills are authorized.

11. Bird Feeders. Only seedless bird feeders are allowed. No seed-filled bird feeders are allowed.

12. Fireworks and Firearms. Fireworks of any kind shall not be stored, carried, ignited, displayed or exploded anywhere in the Project. Firearms shall not be discharged anywhere on the project.

13. Trash. Garbage and trash shall be disposed of only by use of garbage disposal units or by use of common trash and garbage facilities. Owners shall keep their Site free of trash, ashes or refuse. Burning of refuse on a Site, or anywhere on the Property, is prohibited.

14. Landscaping. The following provisions regarding landscaping shall apply to Owners of a Site:

- A. Owners are responsible for mowing their own portions of the berm.
- B. Shared irrigation systems and regular household water use are monitored and billed separately. All owners are required to pay their billed share of the irrigation bill.
- C. Owners shall mow their grass with regularity. If grass or weeds exceed 6", the Board of Directors will move forward under the Association's Covenant Enforcement Policy.

15. Animals. Residents are limited to having four (4) total pets, of which no more than three (3) may be dogs.

- A. If any animal becomes a nuisance or danger to the other Occupants, the Owner or person having control of the animal shall be given a written notice to correct the problem pursuant to the Association's Covenant Enforcement Policy and may be required to remove the animal.
- B. Owners having animals assume full responsibility for personal injury or property damage caused by the animal, and each Owner indemnifies the Association and its agents and holds them harmless against any loss, claim, or liability of any kind of character whatsoever, arising from, or growing out of having an animal in the project.
- C. Owners are required to clean up after their animals and place the debris in trash bins.
- D. All animals, registered or not, are prohibited from the clubhouse at all times.
- E. All dogs must be kept on a leash at all times and under control of the owner when they are out of doors.

16. Insurance Claims by Owners. Subject to the provisions of C.R.S. §10-4-110.8(5), as they may be amended, an Owner shall have the right to file a claim against the policy of the Association. The Association's insurer, when determining premiums to be charged to the Association, shall not take into account any request by an Owner for clarification of coverage. In making such a claim against any insurance policy of the Association, the Owner must follow this procedure:

- A. The Owner must first contact the Board in writing regarding the subject matter of the claim;
- B. The Owner must give the Association at least fifteen (15) days to respond in writing, and give the Association a reasonable opportunity to inspect the damage;
- C. The Owner will only be allowed to make a claim if the subject matter of such claim falls within the responsibility of an insurance policy of the Association.

17. Assessment of Insurance Deductibles. When the Association, or an Owner, settles a property insurance claim with any insurance policy of the Association, the Association shall have the power to assess the negligent Owners causing the loss or Owners benefiting from the repair or restoration all deductibles paid by the Association. If more than one Site is damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro-rata share of any deductible paid by the Association. Any such deductible shall be levied and collected as an assessment against the Site of the responsible Owner.

18. Responsible Governance Policies: Please see the Associations Collection Policy, Covenant Enforcement Policy, Inspection of Records Policy, Conduct of Meetings Policy, Conflict of Interest Policy, Investment of Reserves Policy, Adoption of Policies Policy, Reserve Study Policy, and Alternative Dispute Resolution Policy.

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