

**RULES AND REGULATIONS**  
**OF**  
**MOUNTAIN SAGE**

**Introduction:**

Pursuant to the Condominium Declaration for the Mountain Sage Homeowners Association and the Bylaws of the Mountain Sage Homeowners Association, (the "Association"), the Board of Directors (the "Board") has adopted the following Rules and Regulations to govern the use and enjoyment of the Mountain Sage Homeowners Association (the "Property"). Together the Declaration, Bylaws, Covenants and Rules and Regulations are referred to as the "Governing Documents."

These Rules and Regulations are written with reference to the Colorado Community Interest Ownership Act (CCIOA) as amended, and in the event of a conflict between the two, CCIOA shall prevail.

**1) ALL OWNERS/RESIDENTS WILL ABIDE BY THE COVENANTS AND BY-LAWS:**

**OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR TENANTS.**

- a. Owners will provide a copy of these Rules and Regulations to their tenants.  
It is the responsibility of the homeowner and tenants to read and understand these important documents.
- b. It is the responsibility of the board to enforce these Rules in a fair and equitable manner.
- c. In accordance with the covenants, all owners will keep the association informed of billing/mailing addresses and phone numbers.
- d. **Failure to abide by these rules may result in a penalty levied against your property.**

**2) USE:**

- a. It is the specific and underlying intent of the Association to preserve and protect the visual appearance of the Common and Limited Common Areas of the Property. Accordingly, no action may be taken by an Owner, Tenant or Guest of Owner that may be contrary to this statement. This includes prior written approval from the Association Board before any signs or other material be attached to the building or erected on the common area of the property. Definitions of Use of Common and Limited Common Elements are explained in sections 9.2 and 9.3 of the Condominium Declarations.
- b. Each Owner of a Condominium Unit shall keep the area within said Owner's Unit and Limited Common Elements designated for such use by Owner in a clean, sanitary and attractive condition and shall maintain and repair the same at such Owner's expense.
- c. The number of people per lease is limited to two per bedroom with a maximum of 4 adults.

**3) INSURANCE:**

- a. Nothing may be done or stored within the Property that might result in the cancellation of or an increase in premiums for insurance obtained by the Association for any portion of the property.
- b. Insurance coverage on improvements, furnishings and other items of personal property belonging to an Owner or Occupant and public liability insurance coverage upon each Residential Unit will be the responsibility of the Owner or Occupant of the Residential Unit.

- c. The Association shall not be responsible for damage or loss to personal property within homes or garages. Owners and Tenants are advised to keep a current photo or video recording of the inside of their property in another location in case of fire, etc.

#### **4) VIOLATION OF THE LAW:**

- a. Nothing shall be done or kept within the Property or any portion of the Property that would be in violation of any statute, rule, ordinance, covenant, or other validly imposed requirement of any governmental body, or in violations of the Rules and Regulations as enacted by the Board.
- b. A residential unit shall not be used for commercial purposes without the approval of the Town of Carbondale and the Association.

#### **5) PETS:**

- a. Each Owner may keep up to two (2) domestic dogs and up to two (2) cats per Unit. Tenants are allowed to keep 2 pets within leased space.
  - i. Each Owner shall use their best efforts to prevent any dog/cat from being a nuisance to any person, or other animal within the Development.
  - ii. Pets shall not be allowed loose or unsupervised on any part of the Property and dogs shall be kenneled or within a fenced area and shall not be chained or tied outdoors.
  - iii. No Owner shall allow his or her pet to enter the Common elements unless the pet responds promptly to voice control or the pet is on a leash.
  - iv. The Association or any Owner may cause any unleashed and unsupervised pet found within the Common elements to be removed by the Association (or any Owner) to a pound or animal shelter.
  - v. Owners shall prevent their pets from soiling the Common Elements and shall promptly clean up any such soiling caused by their pets.
  - vi. Owners shall be fully responsible for any damage caused by their pets. When such conditions are created, the Owner may be assessed an amount for each separate incident (such amount to be determined by the Board) for cleanup expenses by the Board.
  - vii. Nuisance barking includes that of very short duration as well as frequent or protracted barking and whining. Barking is offensive at any time of day or night and if it continues for a period longer than five (5) minutes will be considered a violation of the right of peaceful enjoyment of the Common Elements and the Owner will be subject to fines. Owners shall include this provision in any leases for their Property.

#### **6) NUISANCES**

- a. Owners, Occupants, and Guests should avoid making or permitting to be made loud, disturbing or objectionable noises.
  - b. After 10:00 p.m., noise-generating gatherings may not be held on decks, patios or outside spaces.
  - c. The idling of gasoline powered equipment or vehicles within any unit shall be kept to a minimum and during a reasonable time of day.
  - d. No smoking is permitted within the building common area or limited common area.

**7) PARKING AND VEHICLE MAINTENANCE:**

- a. Vehicles are to be parked in a way as not to impede or prevent ready access to any entrance to or exit from the building. This includes vehicles belonging to or under the control of an Owner or a member of the Owner's family, Occupant, or Guest.

**8) SATELLITE ANTENNA:**

- a. No towers or radio or television antenna or satellite transmission receiving antenna may be installed without approval of the Board of Directors.

**9) GARBAGE/TRASH:**

- a. All garbage, trash and recyclables shall be placed in the dumpster or recycling containers provided.
- b. No piling or accumulation of garbage will be permitted on any Property or in any Common Area. Any extra items left out for trash pick-up that the Association is charged extra for by the trash removal company shall be billed to the Property Owner.

**10) VANDALISM:**

- a. Vandalism on the Property leads to increased Association dues. Anyone found to have vandalized the Property, falsely triggered an alarm, or otherwise damaged the property shall be fined and turned over to the police.

**11) ASSESSMENT: LATE PAYMENT INTEREST:**

- a. All Association assessments (dues) and special assessments are due on the first day of the month and are late on the 10<sup>th</sup> day. Following the 10 day grace period, a monthly finance charge of 1.5% will accrue from the date such dues or special assessments were due until the Property Management Company receives payment.

**12) ENFORCEMENT AND RIGHT OF ACTION:**

- a. Those found to be in violation of the Rules and Regulations or Declarations and Covenants by the elected Board of Directors will be sent a NOTICE OF VIOLATION with a request to correct the situation.
- b. Failure to comply with this request will result in fines being levied against the property owner. The fine schedule is as follows:

**NOTICE OF VIOLATION (LETTER SENT/NO FINE ASSESSED)**

**FIRST OFFENSE \$50.00 DAY/PER VIOLATION**

**SECOND OFFENSE \$100.00 DAY/PER VIOLATION**

**Further Violations at the discretion of the Board**

**Failure to pay any fines levied will result in a lien filed against the property for an additional \$250.00 and any legal fees incurred by the HOA. All homeowners have the right to appeal to the Board within five (5) business days following notification of a violation to request a clarification and/or an exemption (temporary or otherwise to the Rules and Regulations).**

- c. Unresponsive or uncooperative owners may be summoned to appear before the Board to explain their actions (or lack thereof).
- d. The remedies provided herein are not exhaustive. The Board may take any additional action provided at law or equity, or as provided in the Declaration or Bylaws.