

Rules are merely expressions of unit Owners being courteous and considerate of their neighbors and respectful of their rights and investment in this community. Rules establish the standards of life-style in this condo community. One should look elsewhere if this is not the standard that he or she wants and is willing to support, maintain and enhance as an Owner-member.

**CHRISTIANNA CONDOMINIUM OWNERS' ASSOCIATION
RULES AND REGULATIONS**

Amended April 8, 2008

THIS AMENDMENT is to consolidate and update said Rules and Regulations as originally dated and recorded on August 31, 1979, in Book 1216, pages 893-896, and as amended and recorded on February 19, 1997, in Book 2302, page 85, by the Association.

These Rules and Regulations are declared by the Board of Directors of the Association in accordance with the authority vested in it by the Condominium Declaration for Christianna Condominium Owners' Association. They are intended to enhance the quality of life we enjoy at Christianna and to preserve and improve personal and common property values.

It is important that if you have a complaint against or problem with a fellow Owner that you work to resolve it in a friendly and neighborly manner with that Owner. The Board will not take any action unless that step has been taken first.

1. Colorado Common Interest Ownership Act: To comply with Colorado Common Interest Ownership Act, Statute 38.33.3-223, effective January 1, 2006, is included in its entirety:
 - a) Except in the case of a foreclosure sale, the seller of a unit in a common interest community shall mail or deliver to the purchaser, on or before the title deadline, copies of all of the following in the most current form available:
 - 1) The bylaws and rules of the Association;
 - 2) The declaration;
 - 3) The Articles of Incorporation;
 - 4) Any party wall agreements;
 - 5) Minutes of the most recent annual unit Owners' meeting and of any executive Board meetings that occurred within the six months immediately preceding the title deadline;
 - 6) The Association's operating budget
 - 7) The Association's annual income and expenditures statement;
 - and
 - 8) The Association's annual balance sheet.
 - b) The Association shall use its best efforts to accommodate a request by the seller for documents that are within the Association's control, in accordance with section 38-33.3-317 (Association records)

- c) Written notice of any unsatisfactory provision in any of the documents listed in subsection (1) of this section, which notice is signed by the buyer or on behalf of the buyer and given to the seller on or before the governing documents objection deadline, shall be cause for termination of the contract of purchase and sale of the unit. If the seller does not receive such written notice of objection on or before the governing documents' objection deadline, the buyer shall be deemed to have accepted the terms of said documents, and buyer's right to terminate the contract on this basis is waived.
 - d) The period of time specified in this section may be altered by mutual agreement of the parties.
2. Owner Registration: All unit Owners shall provide to the Board all the information requested on the Owner's Registration form within thirty (30) days of such request or upon a change in occupants residing in said unit in the event the unit is or becomes non-Owner occupied. A fine of a minimum of \$50 will be imposed every month until Owner is properly registered.
3. Assessments and Delinquencies: Dues and other assessments shall be paid without notice in equal monthly installments with each installment being due the first day of each month to which they apply. Dues and other assessments shall become delinquent if they are received on or after the 16th day of the month in which they are due. Delinquent assessments and other applicable charges shall bear interest from the date they become due until such time as they are paid at the rate of one and one-half percent per month (1 ½%).

Insufficient Funds checks will incur a charge of \$30 plus late fees for the delinquency.

Each installment of any dues or assessments which becomes delinquent as herein provided shall be assessed a late charge not to exceed \$10.00 or five percent (5%) of the amount of the delinquent installment, per unit per month, whichever is greater. Such late charge shall be in addition to the accumulation of interest thereon as hereinbefore provided. Such delinquent charges and interest shall not exceed the usury rate of interest for Colorado. Other costs of collection, including but not limited to reasonable attorney fees, shall be in addition to the fees and charges included herein.

4. Common Elements: Common sidewalks, driveways, entrances shall not be used for any other purpose than entering or leaving the units. The riding of bicycles, skateboards, roller skates, etc. in these areas is prohibited. It is prohibited for electrical cords, water hoses or other obstructions to cross any common property.

No personal article shall be placed on or in any of the common areas. The Association assumes no liability for any loss or damage to articles stored in any limited common areas, which includes storage rooms. Any damage to the general

common areas, recreational facilities or common personal property caused by any Owner, members of their families, their guests, residents, tenants or lessees shall be repaired at the expense of that unit Owner.

5. Parking:

- a) No vehicle shall be parked in such manner as to impede or prevent ready access to any entrance or exit. All vehicles shall be properly parked within designed parking areas.
- b) There shall be one covered parking stall assigned to each unit by the Board of Directors. (No Ownership is involved as the parking space is owned by the Association.)
- c) Assigned parking spaces may not be reassigned, rented or loaned by the Owner or occupant without written permission of the Board of Directors.
- d) Each Owner shall park no more than one vehicle in the uncovered parking spaces.
- e) Owners shall ensure that each vehicle parked in an assigned or uncovered parking place is fully operable and must display a current legal license.
- f) No recreational vehicles, including but not limited to, campers, boats, trailers, snowmobiles and jet skis can be stored in the carports or adjacent parking lots. If space is available, such vehicles may be stored in LEVHA RV storage yard for a fee.
- g) Vehicles in violation of these Rules and Regulations will be removed to a storage yard at the Owner's expense after a three (3) day notice.

6. Signs: No commercial sign, advertisement, notice or other lettering shall be exhibited or affixed on the outside of the buildings or in any way that is visible from the exterior of the buildings. Unlighted "For Sale" or "For Rent" signs may be affixed to the interior of a window. Display of the American flag is allowed. Display of a service flag by a unit Owner who is or whose immediate family is a member of the active or reserve military service is allowed.

7. Maintenance, Repairs and Alterations: Each Owner shall maintain, repair, replace, paint, paper, plaster, tile, finish and restore or cause to be so maintained, repaired, replaced or restored, at his sole expense, all portions of the condominium unit, ceilings, floors, doors, including exterior doors, windows, screens and permanent fixtures. However, no bearing walls, ceilings, floors or other structural or utility bearing portions of the building or unit shall be pierced or otherwise altered or repaired, without the prior written approval of the Board of Directors of the Association.

Each Owner shall be responsible for maintaining those portions of any heating and cooling equipment and other utilities which are located within his unit or which exclusively serve his unit. Roof-mounted air conditioning equipment included in the original building construction shall be maintained and/or replaced by the Association as a common expense.

8. Decks and Patios: If a unit Owner wishes to alter, repair or improve the deck or patio attached to his unit, which is a limited common element, the Owner must submit a detailed plan of such work to the Board for approval before initiating such work.

Decks and patios shall be used only for the purposes intended and shall not be used for hanging garments or other items or for the cleaning of rugs, household articles or other items. Decks and patios shall be kept clean and orderly at all times.

9. Installation of Projections or Modifications: No awning or other projections, such as but not limited to, radio antennae or air conditioning units, shall be installed on the exterior of the building or protrude through the walls or windows of the building without the prior written consent of the Board of Directors of the Association and the approval of the Architectural Control Committee of LEVHA.

Satellite antenna installation, while permitted, must comply with the following requirements:

- a) One (1) only device may be installed per living unit;
- b) Device may be mounted on the building within the perimeter of the deck/patio;
- c) Device including mounting bracket and satellite antenna must not protrude beyond the perimeter of the deck/patio;
- d) Perimeter is defined as (1). The inside edge of the railing, retaining wall or the outside edge of the concrete slab depending on which building the unit is located; and (2). the lower edge of the structure above the deck/patio or if on the third floor, the lower edge of the eave or fascia;
- e) Mounting holes must be filled and painted with approved color paint when device is removed and then approved by the Board.

Any plumbing or electrical modifications shall be performed by a certified professional subject to the approval of the Board of Directors.

10. Charcoal Grills: The use of charcoal grills of all kinds is banned and prohibited in or on any area within the domain of the Association including, but not limited to, the common elements and limited common elements.
11. Noises: All residents shall exercise reasonable care to avoid making loud, disturbing or objectionable noises, and in using or playing musical instruments, radios, phonographs, television sets, amplifiers and such instruments in such a manner as may disturb the occupants of other units.
12. Trash disposal and use of dumpsters: All trash shall only be disposed of in the common dumpsters. The following items are prohibited from being put into the dumpsters:

Unflattened boxes of any size or type

Furniture of any kind
Appliances of any kind
Carpeting
Mattresses
Other bulky items

Hazardous materials according to City Ordinance including:

Antifreeze
Automobile products
Paints, solvents, wood stains, and like items
Pesticides, insecticides, herbicides
Household cleaners
Old gasoline and aerosol cans

13. Pets:

Enforcement: Any Owner, resident or managing agent observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet Owner in an effort to secure a voluntary compliance. If this approach doesn't change the behavior, please tell a Board Member.

Pet Owners must fully comply with the City of Grand Junction and Mesa County ordinances. Non-compliance of City, County or Association rules may result in appropriate action by City or County authorities and/or the Association Board.

a) Permissible Pets

- 1) Our insurance does not allow the housing of the following breeds of dogs: American Pit Bull, Pit Bull, American Pit Bull Terrier, Staffordshire Bull Terrier, American Staffordshire, Rotweiller, Doberman and Presa Canario.

b) Number of pets allowed per unit: A total of two (2).

c) Restrictions:

- 1) Pets shall not be kept, bred or used for any commercial purpose.
- 2) When a pet is on common areas, the pet Owner is responsible for immediately cleaning up after their animals, and discarding **securely bagged** pet droppings in the dumpster. Cat litter may not be disposed of in toilets.
- 3) Pet Owners are responsible for any damage to the common elements caused by their pets.
- 4) Pets may not be tied up on a patio because of the potential damage to adjacent grass.
- 5) No pet food or table scraps are allowed on common elements.
- 6) **As of Resolution of April 5, 2008, no dog weighing in excess of twenty-five (25) pounds may be kept in any living unit or on**

any property within the Christianna Condominium Owners Association boundaries.

A seller of a unit must notify immediately any potential buyer of his unit of this restriction and if a new Owner occupies a unit with a dog over 25 pounds, that Owner will be fined \$50 or more per month until the dog is no longer on Association property.

Likewise, a non-resident Owner who rents his unit must advise the prospective tenant of this restriction. If a dog over 25 pounds moves in, the Owner will be fined \$50 or more a month until the dog is no longer on Association property.

14. Enforcement of Infractions of these Rules and Other Governing Documents:

First Notice: Upon notice of complaint from whatever source regarding infractions of the Declaration, Bylaws, Rules & Regulations, or other decisions and resolutions of the Board, a First Notice shall be issued to the unit Owner in writing outlining: 1) the nature of the complaint, 2) citing the Article and/or section of the document encroached upon, and 3) specifying a reasonable time for compliance. Owners so notified have the right to request a hearing to be held at the next regularly scheduled Board meeting.

Second and Subsequent Notices: Upon failure of the offending party to remedy the infraction within the time specified in the First Notice, the matter shall be brought before the Board of Directors. The Board shall determine a penalty assessment to include, but not be limited to, a monetary fine of not less than \$50.00 and a loss of "membership in good standing" status. Notice shall be given in writing to the offending party of the Board's determination along with notice of the right to appeal before the Board. The invocation of this provision shall not limit any other remedy available to the Association as provided by law, the Declaration, Bylaws or other documents pertaining thereto.

Failure of the party to pay the levied assessment will result in the initiation of collection action as is normally available to the Board of Directors in the collection of other assessments.

Ratified this 5th day of September, 2006.

/s/ John E. Parker, President
Board of Directors
Christianna Condominium Owners Association