

North End Townhome Condominium Association Rules & Regulations

The North End Townhome Condominium Association consists of the duplexes and townhome condominium buildings at North End. The Townhome Condominium Association handles landscape maintenance, snow removal, trash removal, domestic and irrigation water, building maintenance & repairs and building insurance.

PURPOSE

These Rules and Regulations are meant to ensure the safety and enjoyment of all Owners at the North End Townhome Condominiums, while maintaining property values and keeping our Community one of the most beautiful and desirable places to live in Louisville!

WHEREAS, the Board of Directors of the North End Townhome Condominium Association is empowered to adopt reasonable rules and regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of the Declaration of the North End Townhome Condominium Association, provided that the rules and regulations shall be reasonable and uniformly applied, pursuant to Article 4, Section 4.2 of the Declaration of Covenants, Conditions and Restrictions of the North End Townhome Condominiums and

WHEREAS, there is a need to adopt specific rules and regulations for the community and

WHEREAS, it is the intent that these rules shall be applicable to all Owners, Tenants, Guests or any other persons who reside, visit or dwell within the North End Townhome Condominiums.

NOW, THEREFORE, BE IT RESOLVED THAT the following Rules and Regulations are hereby adopted by the Board of Directors:

Use & Occupancy of the Condominium Units

No Residential Unit within the Condominium Community shall be used for any purpose other than single-family residential purposes as generally defined, provided, however, an Owner may conduct business activities within an Owner's Residential Unit provided that all of the conditions set forth under Article 6.1 of the Declaration of Covenants, Conditions and Restrictions are satisfied at the sole discretion of the Board of Directors.

Common Elements

Each Owner and his or her Guests may use the appurtenant Common Elements in accordance with the purpose for which they are intended without hindering or encroaching on the lawful rights of the other Owners. There shall be no obstruction of the Common Elements and nothing shall be stored on any part of the Common Elements without the prior written consent of the Board of Directors. Nothing shall be altered, constructed on, or removed from the Common Elements except with the prior written consent of the Board of Directors.

Pets

A reasonable number of customary household domestic pets are allowed, subject to the following: The allowed pets shall include a collective total of not more than two dogs and/or cats (i.e. not more than 2 dogs or 2 cats or one of each) absent the prior written consent of the Board, which may be granted or refused in its sole discretion. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Community and shall not create a nuisance or inconvenience to any residents of the Community. An Owner is responsible for any damage caused by any pet kept by the Owner or at the Owner's Unit and the Owner shall be obligated to clean up after the pet in the Condominium Community. Pets shall not be allowed to run at large within the Community and shall at all times be under the control of such pet's owner or caretaker and such pet shall not be allowed to litter the Common Elements.

Vehicle Parking/Storage/Maintenance

No house trailer, camping trailer, horse trailer, camper, camper shells, boat trailer, hauling trailer, boat or boat accessories, truck larger than 3/4 ton, recreational vehicle or equipment, mobile home or commercial vehicle may be parked or stored anywhere within the Community (except within an enclosed Garage) unless they are being actively loaded or unloaded. Parking is not allowed on landscaped lawn areas or in fire lanes.

No abandoned, unlicensed, wrecked or inoperable vehicles of any kind shall be stored or parked within the Community except in garages or except in emergencies. Any "wrecked vehicle" shall be as determined by the Board of Directors in its sole discretion.

No vehicle maintenance is allowed within the Community, including car washing and no common-expense water source may be used.

Use of Decks, Porches, Patios and Balconies

Patios, decks, porches and balconies are not intended for storage of any type. All recreational equipment must be stored when not in use, and storage must not be on the patios, decks, porches and balconies. Allowable items are limited exclusively to a limited number of the following items: Outdoor table and a few chairs that have been expressly built for and intended for outdoor use, potted plants, gas barbeque, except as prohibited by local and state ordinances. Portable furniture, i.e. camp chairs, must be stored when not in use. Indoor furniture is strictly prohibited from being stored, kept or used on any patio, deck, porch and/or balcony. All allowable items must be kept in an attractive manner. Any items allowed to fall into disrepair will be considered unsightly and will be required to be removed. The aforementioned items shall be allowed to remain on individual decks and balconies which are designated as Limited Common Elements appurtenant to a particular Unit so long as their use or presence does not obstruct others or in any way amount to a nuisance as determined by and in the sole discretion of the Board of Directors.

Nuisances/Lights/Hazardous Activities/Unsightliness

No noxious or offensive activity shall be carried on upon the Condominium Community or any part thereof, nor shall anything be done or maintained thereon which may be or become an annoyance or nuisance to the neighborhood or which is or may cause an unreasonable embarrassment, disturbance or annoyance to others, or detract from its value as an attractive residential community.

No light shall be emitted from any portion of the Community, which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Condominium Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Condominium Community except with the prior written approval of the Board of Directors.

No activity shall be conducted on any portion of the Condominium Community, including decks, porches, patios or balconies, which is or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged in the Community and no open fires shall be lighted or permitted except in a contained barbecue unit while attended and in use for cooking purposes or within a fireplace designed to prevent to dispersal of burning embers.

Exterior Equipment Prohibition – Antennas and Satellite Dishes

No exterior equipment or fixtures, including, but not limited to the following shall be permitted without the written consent of the Board of Directors: air-conditioning units, swamp coolers, or other ventilating equipment; and any type or kind of wiring, ducts, or pipes. Satellite dishes designed to receive direct broadcast satellite service, will be allowed with the approval and authorization of the Board of Directors. **The location of satellite dishes must be approved by the Board of Directors before installation.** The North End Townhome Condominium Association rules and regulations regarding satellite dishes comply with the Telecommunications Act of 1996 and the rules and regulations promulgated by the Federal Communications Commission. **Any antenna or satellite dish installed in an unapproved location or manner will be relocated and all associated costs and repairs will be billed to the Owner. This cost will be added to the Owner's Association account and will be subject to late fees and interest and will be subject to the collection policy of the Association.**

HOA ASSESSMENTS

Monthly assessments are due on the first day of each month and are delinquent if not paid in full by the 15th day of the month.

Regular Assessments (as defined in the Declaration) are assessed annually and are collected in monthly installments due on the first day of each month. Any Assessment that has not been paid within 15 days following the applicable due date shall be considered late. In the event an Owner is late in the payment of any Assessment, the Owner will be obligated to pay a late fee and default interest as determined from time to time by the Board of Directors (the Board). The late fee is currently \$15.00 for each late monthly assessment and default interest is currently set at 18% per annum. At any time after a default, the Board may provide written notice of default, which shall be sent by certified mail, return receipt requested, to the Owner at the address of the subject Lot or Unit. The Notice will be deemed to be effective 5 days from the date of such mailing, irrespective of whether or when the letter is claimed, receipted for or otherwise delivered or received. The Notice shall specify (i) the due dates and principal amounts of the late assessment(s) (ii) the late fees and (iii) the default interest as of a specified date and the per diem thereafter. The Notice shall demand payment in full within thirty days of the effective date of such notice and shall state that if payment is not so made, (i) the Association may file a lien against the Unit and pursue other legal remedies, and (ii) that the Owner may become liable for costs and attorneys fees of enforcement. If the

Assessment default is not cured and paid in full, including late fees and default interest, within such thirty day period, the Association may (i) record a lien against the subject Lot or Unit and (ii) pursue any other remedy available under the Declaration or Colorado law, including suit against the Owner and foreclosure of the assessment lien and sale of the subject property. The Owner is liable for all costs and attorneys' fees or other Costs of Enforcement, which may be added to the lien or become an Individual Assessment against the Owner and the Property. All Owners should be aware that, where enforcement and collection is required, the Owner may be liable for substantial costs and attorneys fees of enforcement.

- Please note: The Declaration of Covenants, Conditions and Restrictions of the North End Townhome Condominium Community contain additional detailed information and should be reviewed by each Unit Owner.

Enforcement of these rules and regulations shall be subject to the Polity and Procedure for Rule and Covenant Enforcement of the North End Townhome Condominium Association.

Effective Date: The Rules and Regulations outlined in this resolution shall become effective January 1, 2010.

Adopted this 1st day of December 2009 by the Board of Directors of the North End Townhome Condominium Association.



President Michael Markel

Adopted 12/01/2009