

COTTONWOOD COURT

CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

GENERAL

1. These rules are enacted pursuant to Section 3.3 of the Amended and Restated Declaration for Cottonwood Court Condominiums ("the Declaration"), recorded March 12, 2025, at filing number E5019481, in the records of the Clerk Recorder of Arapahoe County. These rules supplement and incorporate the restrictions contained in Article 7 of the Declaration, as amended from time to time.
2. The restrictions contained in Article 7 of the Declaration, as amended from time to time, are mandatory and are hereby incorporated as part of these rules. Without limiting the effect of the foregoing, some of the restrictions are specifically restated in the body of these rules. Any violation of a restriction contained in Article 7 of the Declaration, as amended from time to time, shall also be considered a violation of these rules. These rules do not, however, preclude or limit any other legal remedy for such violations.
3. Littering is prohibited.
4. Any damage or repair costs and association fines attributable to a particular unit's owner, residents, or guests will be assessed to that unit and will be the responsibility of that unit owner.

The Board of Directors will set and impose fines for violations of any portion of the Rules and Regulations, Declarations, and Bylaws pursuant to its enforcement policy.

5. Any owner who leases his unit shall provide within 10 days a copy of the lease and the lease application (if any) to the Association's managing agent, within ten (10) days of the date the lease is signed. The lease must provide that it is conditioned upon adherence to the Rules and Regulations of the Association. The owner must provide the tenant(s) with a copy of the Rules and Regulations. Within ten (10) days of the date the lease is signed, the owner must provide the Association with proof that a copy of the Rules and Regulation was given to the tenant(s). (See Leasing Policy)
6. No nuisance shall be allowed on the Condominium property, nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful enjoyment or possession and proper use of the property by its residents.

No one subject to these Rules shall make or permit loud noises or play musical instruments, radios, stereos, television, etc. in such a manner as to unreasonably disturb other residents of the community. Violations may be enforced pursuant to the Rules and Regulations, as well as by the appropriate government authorities.

7. No barbecues are to be used or stored on the decks or balconies.
8. No glass bottles or glassware are allowed in the common elements.
9. No Fireworks or Firearms may be set off, fired or discharged within Cottonwood Court Condominiums.
10. Any immoral, improper, offensive, or unlawful act, as defined by local, state, or federal laws, which may be reported to the appropriate governmental authorities, will be deemed an infraction of these rules. No nuisance shall be permitted on the property, nor any use, activity or practice which interferes with the peaceful enjoyment or possession or proper use of the property, or any portion thereof, by its residents.
11. No person will allow anything to be thrown or projected from or out of a residence, nor shall any person sweep or throw from any lot, dirt or other substances onto the common area or another person's property.

PARKING

1. Each unit shall be entitled to only one reserved parking space. The Association requires the vehicles to be operational under its own power and must be road legal. Parking tags must be hung from your rear-view mirror on the windshield. Non-residents must park on the street or in the public lot across South Prince Street. (See Section 7.7 of Declarations)

Any vehicle found to have been parked in violation of these rules may be towed by the Association, on at least 24 hours prior written notice posted on the vehicle, at the expense of the vehicle's owner and/or any unit owner or tenant having control or custody of the vehicle; except that towing of abandoned or inoperable vehicles shall require at least 72 hours prior written notice posted on the vehicle, at the expense of the vehicle's owner and/or any unit owner or tenant having control or custody of the vehicle.

2. No vehicle repairs may be performed in the parking lot.
3. No commercial vehicles, trucks, boats, campers, trailers, or recreational vehicles shall be stored or parked on any common driveway except while engaged in transport to or from a building for a maximum of 4 hours.
4. The Board of Directors has previously assigned one parking space to each unit. The fact that space is assigned is marked on the parking space. Moreover, there are signs conspicuously placed throughout the project that parking spaces are assigned and that vehicles wrongfully parked will be towed at the owner's expense.
5. The Association shall maintain signs which indicate that certain spaces are assigned and that vehicles wrongfully parked in assigned parking spaces will be towed at owner's expense.

ADDITIONAL PROVISIONS

- If any of these rules are deemed overly broad, it shall, if at all possible, be construed narrowly, and consistent with its purpose, so as to render the provision enforceable.
- If any rule is deemed to be unenforceable, the remainder of the rules shall not be affected.
- The failure of the Association at any time to exercise any right or remedy provided for in these Rules and Regulations shall not be construed as a waiver of such right or remedy.

EXTERIORS

1. General common elements such as sidewalks, parking lots, stairways, walkways, and the courtyard shall not be obstructed or used for storage or any purpose other than ingress or egress.
2. Patios and balconies are not to be used as storage areas. Bicycles are the only exception.
3. It is prohibited to hang laundry, rugs, or other items from windows, balconies, or stair railings.
4. No new exterior telephone, television, radio, or other communication wiring or antennas are permitted without prior written approval from the Board of Directors. Also, installation of replacement air conditioning units, fireplaces, skylights, or any projects that protrude through the walls or the roof require prior written approval. Storm doors and doorbells will be purchased individually to be in compliance with approved ones. Specifications are available through the managing agent. Any replacement is to be like for like.
5. Awnings, shutters, blinds, or any other items are not permitted to be attached, either permanently or temporarily, to any general or limited common element without prior written approval from the Board of Directors.
6. Temporary structures such as trailers, storage sheds, or dog houses are prohibited and not permitted.
7. No garbage or flammable items may be stored or accumulated on the premises, except in such containers, and in such places, and under such conditions as are reasonable, appropriate, and not a risk to health and safety of any individual or to any property.
8. Nothing shall be attached, installed, hung, penetrated into the exterior of the building structure or to any general or limited common element without prior written approval from the Board of Directors. Any damage or repair cost to the exterior of the building structure will be repaired and the cost and expenses of the repairs are the responsibility of that unit owner and will be charged to the unit owner(s).

TRASH COLLECTION

1. The association provides dumpsters in the parking lot for accumulation of trash. Large boxes are to be crushed or cut up. Plastic bags are to be used for garbage and cat litter. No furniture, or other large items, are to be placed in the dumpster or beside it.
2. Trash shall not be left on decks/ balconies or in common areas at any time. Take it to trash dumpsters immediately.
3. Any dumping of large items including but not limited to furniture, mattresses, etc. in common areas or in trash enclosures will result in a \$250 fine.

PETS

1. Not more than three dogs and/or cats or household pets may be kept per unit. No snakes are permitted. Every owner shall maintain strict control over his pet and prevent disturbing noises or smells.
2. Owners shall be required to keep pets on leashes in all common areas.
3. Pets shall not be left unattended or unrestrained on any part of the common elements. Any damage caused by a pet shall be repaired at the expense of the pet's owner. A pet owner shall be responsible for cleaning any part of the property soiled by the pet. Any pet left unattended and unrestrained on the general common elements may be turned over to government animal control authorities. Pet owners shall be in compliance with all local, county and state animal enforcement laws.
4. No animal food or water shall be left on the property for free roaming animals. It will be taken to dumpster. No bird feeders are allowed.
5. Dogs shall not be permitted to bark excessively. Dog owners please be aware that your dog's barking is probably annoying your neighbors. For this reason, as a courtesy, do not leave your dog outside at night or when you are not at home.

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1.) Name or Identifying information of the individual committing alleged violation.

2.) Address and relation to association (i.e., owner, resident, agent) of alleged individual committing violation.

3.) Rule or Declaration Violated.

4.) Date, Time, and Place of Violation.

5.) Name, Address, & Phone Number of Any Witnesses.

6.) Have the proper government authorities been notified? **Y**____ **N**____.

7.) Your Name, Address, Phone Number and Date.

COMPLAINT FORM