

Policies, Rules, and Regulations

of

Minotaur Village Homeowners Association

Revised December 17th, 2011

A

Condominium Community

Located in the City of Lafayette

County of Boulder

State of Colorado

Contents

1. POLICIES.....	2
1.1. POLICY STATEMENT	2
1.2. POLICY PURPOSE	2
1.3. ASSOCIATION MEETINGS	2
1.4. GOVERNING DOCUMENTS	3
1.5. SENATE BILL 100 DOCUMENTATION	3
1.6. DEFINITIONS	4
1.6.1. Association	4
1.6.2. Board of Directors or Board	4
1.6.3. Board Meeting	4
1.6.4. Common Elements	4
1.6.5. Condominium Project	4
1.6.6. Condominium Unit or Unit	5
1.6.7. General Common Elements	5
1.6.8. General Use Parking	5
1.6.9. Guest	5
1.6.10. Improvements	5
1.6.11. Limited Common Elements	6
1.6.12. Managing Agent	6
1.6.13. Non-Reserved Parking	6
1.6.14. Owner	6
1.6.15. Pets	6
1.6.16. Properties	6
1.6.17. Renter	6
1.6.18. Resident	6
1.6.19. Reserved Parking	6
1.6.20. SB-100	6
1.7. GENERAL GUIDELINES	7
1.8. AMENDMENT PROCEDURES	7
2. RULES	8
2.1. GENERAL RULES	8
2.2. RULES FOR THE COMMON ELEMENTS	8
2.3. BALCONIES, PATIOS, AND STAIRWELLS	9
2.4. GARAGE DOORS, WINDOWS, AND BUILDING ENTRYWAYS	9
2.5. GARAGE RULES	10
2.6. PARKING AND VEHICLE USE	10
2.7. PETS	12
2.8. SIGNS AND FLAGS	13
2.9. TRASH	13
2.10. RESIDENTS	14
2.10.1. Maintenance, Damage, and Repairs	14
2.10.2. Firearms and Fireworks	14
2.10.3. Home-Based Business	14
2.11. LEASED UNITS	15
2.12. OVER-THE-AIR RECEPTION DEVICES	16

3. REGULATIONS	16
3.1. CONDOMINIUM LIVING VERSUS APARTMENT LIVING	16
3.2. CONDOMINIUM LIVING VERSUS LIVING IN DETACHED SINGLE-FAMILY HOMES	16
3.3. ARCHITECTURAL CONTROL	16
3.4. COMMUNITY SERVICES	17
3.4.1. <i>Trash Removal</i>	17
3.4.2. <i>Water Utilities</i>	17
3.4.3. <i>Building Maintenance</i>	17
3.4.4. <i>Landscape Maintenance</i>	17
3.4.5. <i>Snow Removal</i>	18
3.4.6. <i>Insurance</i>	18
3.4.7. <i>Managing Agent</i>	18

These *Policies, Rules, and Regulations* are a supplement to the *Declaration of Covenants, Conditions, and Restrictions* and the *Bylaws* of the Association. The enforcement policies and procedures are intended to allow the Board of Directors to enforce the Association's governing documents without depriving the members of their right to due process. Colorado statutes and Boulder County ordinances also apply to this Association.

The Minotaur Village Homeowners Association is a covenant-controlled community whose common interest is to maintain the highest quality of life for its residents and to enhance and protect investment of property owners. When purchasing or renting property in this community, you have agreed to abide by the governing documents. The choice of living in single-family attached dwellings has been made by all residents. With this choice comes the acceptance of certain standards of living and behavior that may not apply to detached homes. These obligations are meant to insure that our community maintains its compatibility and value. All persons owning, renting, occupying, or visiting a dwelling unit within, or entering onto land owned by Minotaur Village Homeowners Association are subject to these Rules and Regulations.

Preamble

WHEREAS, Colorado Revised Statute 38-33.3-302 provides that the Association, with or without specific authorization in the Declaration may:

Adopt and amend Rules and Regulations, regulate the use of common elements, levy reasonable fines. (For violations of the Declaration, Bylaws, and Rules and Regulations, and the Association may recover reasonable attorney fees and other legal costs for actions to enforce the power of the Association).

The Association's Bylaws provide that the Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the members and their guests thereon, and within the confines of the Condominium Project. Reasonable fines may be levied against Owners whose Residents do not abide the rules and regulations.

1. Policies

Minotaur Village Homeowners Association is a not-for-profit corporation established under the laws of the State of Colorado. By virtue of your being an Owner of record of a condominium at Minotaur Village, you are a member of the Association.

As with any corporation, the governing or decision-making body is the Board of Directors (Board). The relationship of Owners to their Association and its Board of Directors can be likened to the way in which a small municipality functions. The Association can be compared to a city, the Board is like the City Council, the Owners are like the citizens, and the Managing Agent is like the City Manager.

The Board makes decisions, including levying Assessments, such as taxes, in order to provide services to the residents. The Managing Agent carries out the decisions of the Board, which include the arranging and supervising of service contracts and the collecting and accounting of income.

1.1. Policy Statement

It shall be the policy of the Board of the Minotaur Village Homeowners Association, acting on behalf of all Owners, to establish and enforce restrictions on individual Owners' and/or Residents' use of their lots. Such restrictions and their enforcement shall be consistent with the Association's *Declaration of Covenants, Conditions, and Restrictions; Bylaws; and Policies, Rules, and Regulations*. Individual Owners may also enforce the provisions of the Association's governing documents by notifying the Board through the Managing Agent.

1.2. Policy Purpose

The appearance of the individual lots affects the overall appearance and attractiveness of Minotaur Village. It is therefore the responsibility of the Association, acting through its Board, to take the appropriate action to adopt and enforce restrictions to assure that individual homeowners' use and maintenance of their lots do not detract from the overall appearance and attractiveness of the neighborhood.

Association members (Owners) and Residents can report violations to the Managing Agent by completing the Rules Violation Complaint form.

1.3. Association Meetings

The Homeowners Association is intended to function as a democracy, and Owners have the opportunity to elect new Directors at each annual meeting, typically held in April. Owners are encouraged to communicate their concerns, questions, and recommendations to the Board or Directors through the office of the Managing Agent and are welcome and encouraged to attend Board meetings.

1.4. Governing Documents

There are four legal documents (governing documents) that are very important to the structure of any Homeowners Association:

- The *Articles of Incorporation* are filed with the Secretary of the State of Colorado and establish the corporation (Minotaur Village Homeowners Association) as a legal entity.
- The *Declaration of Covenants, Conditions, and Restrictions* (Declaration) is similar in function to a municipal charter in that it is “the law of the land.” This document establishes the legal relationship that exists between the Owners and their Association. It also establishes the authority for the Board to manage the affairs of the Association. A covenant is a type of contract in which the covenanter (Minotaur Village) makes a promise to a covenantee (Unit Owner) to do or not do some action.
- The *Bylaws* are a manual of operating procedures and adopted by an Association for the government of its members and the regulation of its affairs. The *Bylaws* include requirements for the annual meetings, election of Board members, Board meetings, duties of officers, and many other items pertaining to the actual mechanics of management of the Association’s affairs.
- Furthermore, the Board has adopted the Association *Policies, Rules, and Regulations*, which are contained within this document. These serve the purpose of further delineating the rights and responsibilities of Owners as expressed the *Declaration of Covenants, Conditions, and Restrictions* and *Bylaws*.

1.5. Senate Bill 100 Documentation

The Senate Bill 100 (SB-100) revises the Colorado Common Interest Ownership Act by specifying prohibitions and requirements for Homeowners Associations. There are eight required documented policies that all Colorado HOAs must provide:

- The *Adoption of Policies, Procedures, Rules, Regulations, or Guidelines* policy discusses a procedure to be followed when adopting policies, procedures, rules, regulations, or guidelines regarding the operation of the Association.
- The *Alternative Dispute Resolution* policy adopts a standard procedure to be followed for alternative dispute resolution.
- *Board Member Conflict of Interest* provides directors with a process to disclose conflicts of interest and criteria to be used by the Board in determining if a conflict exists.
- The *Covenant and Rule Enforcement* provides a fine schedule, notice and hearing procedures, and complaint submission and investigation process.

- The *Collection of Unpaid Assessments* policy provides a process for collecting delinquent accounts—including time frames of notice, late fees, and interest fees, and how payments are applied—and indicate when an account is turned over to legal counsel.
- The policy for the *Conduct of Meetings* outlines a process for assigning proxies, use of secret ballots, rules for Owner participation at Board meetings, and rules for providing notices of meetings.
- *Inspection and Copying of Association Records* procedures are to be used by Owners when requesting to inspect/copy Association records. The policy identifies how requests are processed and how copying costs are calculated.
- The *Investment of Reserve Policy* discusses standards and how the Board decides how to invest and manage the Association’s reserve funds.

In addition to the required documents, there are also several optional SB-100 documents that Minotaur Village has adopted. The SB-100 also requires that this information be readily available and convenient to Owners. All required information is provided on the Association’s website at www.minotaurvillage.org.

1.6. Definitions

Terms used in this document are defined as follows:

1.6.1. Association

The Minotaur Village Homeowners Association Colorado Corporation not-for-profit, its successors and assigns; the *Articles of Incorporation* and *Bylaws* of which shall govern the administration of this Condominium Project and the members of which shall be all Owners of the Condominium Units.

1.6.2. Board of Directors or Board

Board of Directors or Board means the governing body of the Association.

1.6.3. Board Meeting

Any regularly scheduled Board meeting at which a quorum is in attendance.

1.6.4. Common Elements

Common Elements means and includes all of the Condominium Project and all the improvements now or hereinafter constructed thereon, excluding the Units. The Common Elements shall consist of the General Common Elements, which shall be owned by the Owners of the separate Units as tenants in common; each Owner of a Unit has an undivided interest in such Common Elements as is hereinafter provided.

1.6.5. Condominium Project

The Condominium Project includes all the land, improvements, structures, and buildings thereon, and all rights, easements, and appurtenances belonging thereto, which includes all of Bacchus Drive and Crete Court.

1.6.6. Condominium Unit or Unit

Unit means an individual air space unit which is contained within the finished perimeter walls, floors, ceilings, windows, and doors of such Unit in a building as shown on the Declaration map to be filed for record, together with all fixtures and improvements therein contained but not including any of the structural components or other Common Elements of the building, if any, which may be situated within a Unit; the term Unit shall also include the air space contained within the finished interior perimeter walls, floors, ceilings, and doors of any enclosed garage indicated on the Declaration map as appurtenant to the dwelling portion of such Unit, which garage may or may not be contiguous to such dwelling portion.

1.6.7. General Common Elements

General Common Elements means all of the Condominium Project, as hereinafter defined, except the portions thereof which constitute Units or Limited Common Elements, and also means all parts of a building or any facilities, improvements, and fixtures which may be within a Unit and/or which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repairs, or safety of a building or any part thereof or any other Unit therein. Without limiting the generality of the foregoing, the following shall constitute General Common Elements:

- a. all of the land and easements which are part of the property;
- b. all foundations; columns; girders, beams, and supports of a building;
- c. the exterior walls of a building; the main or bearing walls within a building; the main or sub flooring and the roofs of a building;
- d. all other parts of the Condominium Project necessary in common use or convenient to its existence, maintenance, and safety.

1.6.8. General Use Parking

These areas are the Non-Reserved Parking areas located on the sides of the buildings.

1.6.9. Guest

Any person hosted by a Resident and whose principal place of residence is a location other than Minotaur Village Condominiums, or who, for the purposes of taxation, voter registration, automobile licensing and registration, etc., maintains a residence at another location, is considered a Guest.

1.6.10. Improvements

Improvements refers to the building improvements which contain the Condominium Units, and all other improvements on the Condominium Project, including but not limited to fences, community garage, landscaping, concrete, asphalt, and sidewalks.

1.6.11. Limited Common Elements

Refers to the Common Elements which are reserved or used by certain Owners to the exclusion of others, including but not limited to balconies, porches, patios, Reserved Parking spaces, and garages.

1.6.12. Managing Agent

The independent contractor employed by the Board to perform the management and operational functions of the Condominium Project.

1.6.13. Non-Reserved Parking

Refers to the paved areas on the Condominium Project other than the areas directly in front of a Unit's garage or an F Unit's Reserved Parking space.

1.6.14. Owner

Refers to the Person or Persons who own(s) a Unit.

1.6.15. Pets

Refers to dogs, cats, or other animals that have been domesticated and are kept within a Unit.

1.6.16. Properties

Refers to all the land; the improvements, structures, and buildings thereon; and all rights, easements, and appurtenances as more fully described in the Association's *Declaration of Covenants, Conditions, and Restrictions* and under the jurisdiction of the Association.

1.6.17. Renter

A Unit occupant who rents or inhabits a Unit as a residence and who is not the Owner.

1.6.18. Resident

Resident refers to any person whose usual place of dwelling is at Minotaur Village Condominiums; or any person, who, although their usual place of dwelling is not at Minotaur Village Condominiums, would be considered a legal Resident of an address at Minotaur Village Condominiums for purposes of taxation, voter registration, automobile licensing, registration, etc.

1.6.19. Reserved Parking

Refers to the parking spaces within the Condominium Project directly in front of each Unit garage and includes one space per building for F Units. The Unit Resident may have any vehicle towed if it is parked in their reserved parking space without authorization.

1.6.20. SB-100

A Colorado Senate Bill that mandates Homeowners Associations to create policies and to make information readily available and convenient to homeowners.

1.7. General Guidelines

The following guidelines are offered to help determine who is responsible for solving problems. Always consult the Board or Managing Agent if you have any questions or concerns about any item in the governing documents. The Board is available to help with any problem or concern in regard to managing the Condominium Project.

- a. Per the *Declaration of Covenants, Conditions, and Restrictions*, the maintenance of windows, doors, and garage doors is the responsibility of the individual Owner. This includes but is not limited to replacement of windows, garage doors, entrance doors if damaged, appropriate window coverings, and the tinting on garage windows. An Architectural Change Control Form must be submitted to the Board before work may commence on any window, garage door, entry door, or any building exterior.
- b. Problems concerning normal maintenance inside a Unit are the sole responsibility of the Owner. For example, these may include but are not limited to such occurrences as burned-out light bulbs, drain issues, carpet stains or tears, malfunctioning appliances, dishwasher or washing machine leaks, drywall repairs, painting of interior walls and ceilings, garage doors, and all windows.
- c. Problems with Common Elements or Limited Common Elements are the responsibility of the Homeowners Association. These concerns include but are not limited to roofs, exterior walls, plumbing leaks within the walls, sidewalks, parking areas, and landscaping. The Homeowners Association is responsible for supervision of the various contractors who provide services such as trash removal, snow removal, and landscape or building maintenance.
- d. The Unit Owner is ultimately liable to the Association (or individual Owners, as the case may be) for any damage caused by their own actions or negligence, or the actions or negligence of their Residents or Guests, to Common Elements or other Units. Each Owner is ultimately liable for the cost of repairing any fixtures, equipment, and/or appliances installed in their Unit.

1.8. Amendment Procedures

These Policies, Rules, and Regulations may be amended as needed by a majority vote of the Board at any regularly scheduled Board meeting at which a quorum is in attendance.

2. Rules

The rules outlined in this section further delineate the responsibility of each Owner and Resident as expressed the *Declaration of Covenants, Conditions, and Restrictions* and *Bylaws* and enforced by SB-100 document *Covenant and Rule Enforcement Policy*.

2.1. General Rules

The rules stated below reiterate the most common violations and are stated in detail in the following sections.

- a. No sidewalk, driveway, front entrance, or passageway shall be obstructed.
- b. Accumulations of rubbish such as vehicle parts, appliances, discarded household items, trash, branches, and yard waste cannot be stored or placed on the Condominium Project.
- c. Owners and Residents shall exercise reasonable care to avoid making excessive noise. Sound from stereos, radios, and televisions is to be kept at levels heard only within the individual Units where used.
- d. Damage to any portion of the building, Common Elements, or improvements located thereon caused by an Owner or Guest shall be paid for by said Owner within thirty (30) days after receipt of a bill from the Association. If said sum is not paid within the thirty (30) days period, then the Association shall be entitled to collect the same in the manner provided for in the Covenants and SB-100 documents.
- e. All pet owners are responsible for picking up after their animal and properly disposing of waste.

2.2. Rules for the Common Elements

The Common Elements include all areas of the Condominium Project. They include exteriors of Units, shrubbery, lawns, roads, driveways, sidewalks, etc.

- a. All activities, whether intentional or negligent, which cause damage to the Common Elements are prohibited. The cost for damage repair will result in an assessment against the offending property Owner.
- b. No exterior television or radio antennas or satellite dishes of any size are permitted on the Common Elements. See section 2.12 for more information.
- c. No basketball backboards or similar recreational equipment is permitted on the exterior of the Units or on the Common Elements.
- d. Climbing on trees or other structures within the Condominium Project is prohibited.

- e. Plants are allowed but may not be placed on the Common Elements.

2.3. Balconies, Patios, and Stairwells

It is the responsibility of all Residents to maintain a clean and neat appearance of all Limited Common Elements appurtenant to their Units.

- a. No flowerpots nor any other items may be placed on the hand rails of the balconies, hand rails of stairs, or hand rails of the landings.
- b. Flower boxes or any other device may not be attached or hung on the fences or balcony rails.
- c. All bushes, trees, and shrubbery must be trimmed away from the fences and building.
- d. Bird and squirrel feeders or houses of any type are not allowed on the Condominium Project. Pouring birdseed or any other food to attract animals is not allowed on the Condominium Project.
- e. Bicycles are not to be stored on the balconies, patios, or stairwells. They must be stored in the garage or storage unit.
- f. Trash may not be left outside on the balconies, patios, or stairwells.
- g. A reasonable amount of patio furniture will be allowed on the balcony and patio areas as long as it does not disrupt the appearance of the Unit. No furniture designed for indoor use can be placed in the Limited Common Area.
- h. No pets may be left unattended on the balconies, patios, or Common Elements at any time. Pet kennels, dog houses, or cages are not to be kept on the balconies or patios.
- i. Clothing may only be aired, hung, or dried on the balcony or patio if the items are not visible from any Common Elements.
- j. Rugs, tarpaulins, drapes, clothing or any other items shall not be draped over stair railings, balcony railings, or fences.

2.4. Garage Doors, Windows, and Building Entryways

- a. To ensure that all building elements conform to a standard, all windows, entry doors, and garage doors will be of a color and style approved by the Board of Directors. Color and design or replacement of screens, storm doors, or any other building element must be obtained with an Architectural Change Form approved by the Board of Directors.
- b. Maintenance of all doors and windows is the responsibility of the Unit Owner.

- c. Garage windows must be darkly tinted to match the others in the community and must be approved by the Board of Directors.
- d. Broken or visibly damaged garage doors, storm doors, entry doors, window screens, and windows must be replaced within 30 days.
- e. The exterior appearance of windows, screens, and doors must be kept neat and in good repair. Window coverings must be aesthetically pleasing to the eye from the exterior of the building. All window coverings must be kept in good condition and no foil, bed sheets, blankets, cardboard, or other similar items are allowed. New homeowners will have up to 30 days from move-in to install proper window coverings.
- f. No storage is allowed under stairwells, on Common Elements, or on Limited Common Elements. F Units only are allowed a trash container and a grill under their stairwells.
- g. Holiday or religious lights and decorations are permitted during their respective seasons in Limited Common Elements only and must be removed within 15 days after that holiday. Permanent decorative lighting is not permitted anywhere in the Condominium Project.

2.5. Garage Rules

- a. Persistent and continual work of any type in the garages is prohibited.
- b. Garages shall not be used as separate residences or used as additional living spaces, nor can they be used to kennel pets.
- c. The garage doors shall remain closed and locked at all times, except when the vehicle is being driven into or out of the garage or for ventilation purposes. When left open for ventilation, garage doors may not be open more than 6 inches.
- d. No vehicle shall be left running in the garage.
- e. Flammable or explosive materials (i.e., gasoline, kerosene, or propane) shall not be stored in the garage unless they are in approved containers or tanks. Such containers shall remain sealed at all times.

2.6. Parking and Vehicle Use

- a. Non-Reserved Parking areas are designated for the daily in-and-out use of Residents and their Guests. Non-Reserved Parking may not be used for long-term parking of any vehicle, recreational vehicle, trailer, boat, or camper. The parking of a vehicle for more than 14 days without in-and-out use is deemed long term. This rule may not be evaded by moving the vehicle from one parking space to another or by turning the vehicle around in the same space.

- b. All vehicles within the Condominium Project must display current license tags and registration. Failure to comply will result in the offending vehicle being towed at Owner expense.
- c. Campers, recreation vehicles, boats, and trailers may not be parked anywhere in the Condominium Project.
- d. No vehicle, regardless of condition, may be parked anywhere on the Association's property other than in garages or in designated parking areas.
- e. All motorized vehicles on the Condominium Project are required to be in operating condition.
- f. No Resident may have more than two vehicles per Unit parked in the Reserved or Non-Reserved Parking areas. If a Resident owns three vehicles, one must be parked in the garage. Residents who require extra parking must store extra vehicles off-site.
- g. Any vehicle leaking fluids, whether inside the garages or on the Common Elements, may be barred from the property until the vehicle is repaired to the satisfaction of the Board of Directors. Any cost associated with the cleanup of the leakage will be assessed against the offending Owners.
- h. The operating of non-registered or non-licensed motor vehicles such as mini-bikes, miniaturized automobiles, golf carts, snowmobiles, or other recreational vehicles is prohibited on any Common Element within the Condominium Project.
- i. There shall be no parking in front of mailboxes, fire hydrants, entryways, the community garage, or on sidewalks. Parking in these areas will subject the vehicle to being towed at Owner expense.
- j. Automobile repair work on the Condominium Project is prohibited, except for automobile repairs that do not disable the vehicle or can be completed in one day. Leaving disassembled vehicles outside anywhere on the Condominium Project is not permitted. The repair area must be cleaned up at the end of the day to the satisfaction of the Board of Directors.
- k. Neither antifreeze nor other vehicle fluids shall be drained onto the Condominium Project. Vehicles, recreational vehicles, trailers, boats, or campers can only be worked on or repaired in the Common Elements, Limited Common Elements, or in the garages between 9:00 A.M. and 7:00 P.M. and must be removed from the property at the end of each day.
- l. Commercial vehicles or vehicles greater than one ton shall not be parked in Reserved or Non-Reserved Parking areas.
- m. When your vehicle is idling for more than one minute, the vehicle must be backed away from the building. The exhaust pipe from vehicle should be even with the sidewalk to prevent exhaust fumes from entering the Units.

- n. Vehicles, campers, recreation vehicles, boats, and trailers violating the rules stated herein will be subject to towing, without notice, and at the owner's expense.

2.7. Pets

The term "pets" as referred to in this section of rules shall mean dogs, cats, or any other animal kept within a household, unless otherwise stated.

The City of Lafayette has animal control laws that apply to pets. Code enforcement for the City of Lafayette will respond to reports of code violations. Lafayette code includes, but is not limited to, limits on number of pets in a household, requirement of leashes on cats and dogs, solid waste removal, and pets creating a nuisance.

- a. Pets shall be leashed and under the control of the Owner at all times while on the Condominium Project.
- b. Owners are responsible for their pets and the pets of their Residents and Guests. This responsibility includes but is not limited to financial liability for any damages caused by these pets.
- c. Pets shall not be allowed to urinate on trees, shrubs, and bushes when being walked.
- d. All pet owners shall restrict their pets from making loud or persistent noises.
- e. The Owner is responsible for any and all damage caused by their pet(s).
- f. Under no circumstances shall any pet be tethered to any tree, shrub, or any structure on the Condominium.
- g. Pet defecation or urination on the deck or in patio areas is strictly forbidden and may be reported to the City of Lafayette's Animal Control Unit.
- h. Any solid waste deposited by a pet on any portion of the Common Element or Limited Common Element must be removed immediately by the Owners or Resident responsible for the pet. Owners of pets must provide for regular removal of solid wastes from their Limited Common Element to prevent unpleasant odors from affecting other residents of the community. If it is necessary for the Association to remove pet wastes from the Common Elements or Limited Common Elements, Owners of offending pet will be charged for the cost of removal, as provided for in Article VIII, Section 5, of the *Declaration of Covenants, Conditions, and Restrictions*.
- i. Boulder County and City of Lafayette leash laws apply to all pets within Minotaur Village Association.

2.8. Signs and Flags

The following signs and flags with a maximum size as indicated are permitted within the Condominium Project.

- a. In order to ensure that all signs conform to a standard, only one sign per Unit may be displayed in the window. Signs: 5 square feet maximum, must be placed in windows of Units or garages.
- b. Beware of Dog signs may be placed on fences. Beware of Dog signs may be a maximum of 24 square inches (for example, 4" x 6" or 3" x 8").
- c. United States flag not to exceed the dimensions of 3' x 5'. See SB-100 document *Display of the American Flag and Service Flag Policy*.
- d. No sign or flag shall impede or reduce the quiet enjoyment of any other Units.
- e. No sign or flag may be placed in the Common Elements.

2.9. Trash

Trash containers are provided by the waste disposal company. If you need a replacement container or have questions regarding waste removal or recycling, contact the disposal company for Minotaur Village.

Please note that the waste disposal company requires that all cardboard boxes must be broken down into a flat position before they are placed in the dumpster or recycle bin. Hazardous materials shall not be placed in the trash containers or recycle bins. Used motor oil, batteries, paint, and the like shall not be disposed of in the dumpster. Hazardous material shall be properly disposed of by the Resident.

- a. All trash containers and recycle containers are to be kept inside the Unit owner's garage until the normal pickup day. Residents in F Units must place their trash containers and recycle bins underneath their stairs.
- b. All normal household trash must be in the trash container provided by the waste disposal company.
- c. Place trash container and recycle bin curbside on the morning of scheduled pickup and put away the evening of the scheduled pickup.
- d. Loose trash must be deposited in sealed or tied bags and shall be placed in the container.
- e. Trash outside the container, furniture, and appliances are subject to additional charges by the waste disposal company and will not be picked up unless scheduled. Contact the waste disposal company for this service. These items shall not be left anywhere on the Condominium Project except placed curbside the day of trash collection. Owners are responsible for paying additional charges. Charges incurred by the Association will be billed to the Unit Owner.

- f. Excessively overflowing trash containers will not be picked up by waste disposal company. The Resident must contact the waste disposal company 24 hours in advance for additional waste removal.
- g. The Association must be notified before placing curbside any item requiring extra charge for removal if placed outside for more than one day.
- h. Each Resident is responsible for their trash container and recycling bins. Issues of lost, stolen, missing, or damaged containers should be directed to the waste management company.
- i. Ashes must be fully extinguished before disposal.
- j. Burning trash, leaves, brush, or grass clippings is prohibited.

2.10. Residents

Residents and Guests must observe ordinances of the City of Lafayette. In particular, obnoxious, drunk, or disorderly behavior and loud noises are not permitted in or on the Condominium Project. Display common courtesy when approaching or passing by Units for the mutual privacy and security of the Residents.

2.10.1. Maintenance, Damage, and Repairs

In the event that maintenance, repair, or reconstruction of the Condominium Project caused by the willful or negligent act or omission of any Owner, any member of such Owner's family or by a Guest or invitee (including the Resident and Resident's family, guests, and invitees), the cost of such repair, maintenance, reconstruction, or expense to avoid such damage shall be the personal obligation of the Owner and any costs, expenses and fees incurred by the Association shall be added to the Assessment to which such Owner's Unit is subject and shall be liable for Owner's family member or guest or invitee including tenants as described above, and the amount of the liability therefore, shall be determined by the Association at a hearing after notice to the Owner. Subsequent to such hearing, if liability is found to exist, payment is immediately due and the Association shall mail the thirty (30) day notice described in Article VII, Section 7.07 of the *Declaration of Covenants, Conditions, and Restrictions*.

2.10.2. Firearms and Fireworks

Under no circumstances shall any firearm, weapon, missile, projectile, or fireworks be fired, discharged, or launched from or within the boundaries of Minotaur Village. The discharging or launching or any of the above listed materials will incur an automatic \$50.00 fine (no hearing) for each occurrence against the offending Unit Owner, plus any damage to any Common Elements or buildings will be billed to the Unit Owner at cost of material plus labor.

2.10.3. Home-Based Business

- a. Home-based businesses must comply with City of Lafayette ordinances.

- b. No home-based business may create traffic (pedestrian or vehicular), noise, or any other condition observable outside the Unit which disturbs, disrupts, or annoys other Residents or causes a nuisance.

2.11. Leased Units

Owners are responsible for their tenants' compliance with the Association's governing documents as well as for providing copies of such documents to their tenants.

Owners wishing to lease units MUST notify the Management Company of intent to lease along with their forwarding address and a phone number where they can be reached. Owners and lessees are required to complete a copy of the Resident Registration form, which shall be delivered with a copy of the lease to the Managing Agent within 20 days of tenant signature.

Owners are ultimately responsible for their tenants and keeping them informed about the rules and regulations of the Condominium Project.

- a. Every Owner shall include in their lease a requirement that their lessee (Renter), the lessee's guest and invitees agree to comply with the *Declaration of Covenants, Conditions, and Restrictions*, the *Policies, Rules and Regulations* and any document in force as part of the Association's governing documents. The Owner shall be required to supply their lessee with a copy of these governing documents at the time of signing of said lease.
- b. Such lease must contain language requiring compliance on the part of all Residents with the Association's governing documents adopted by the Association, and providing that the failure of the lessee to comply with the terms of any portion or all of said governing documents shall constitute a default of the lease. The Owner may be fined for tenant's failure to comply with the governing documents.
- c. Any such default that occurs pursuant to the paragraph above must be enforced on a timely basis by the lessor. If the lessor fails to enforce default of the lease, the Association shall have the power to enforce such default, and charges, legal and otherwise, incurred in such enforcement, shall be assessed against the Owner.
- d. Each Unit leased shall be for an initial period of time not less than six months and for residential use only. Leasing of a Unit for business purposes shall not be permitted.
- e. Residents in any Unit shall be subject to these Rules and Regulations including all rights and liabilities contained herein, in the same capacity as would an Owner. Any fines incurred by non-owner Residents and their Guests shall be chargeable directly to the Unit Owner and shall be added to, and shall become due and owing with, the regularly scheduled Homeowners Association payment.

2.12. Over-the-Air Reception Devices

All satellite dish installations and antennas require submission of an Architectural Change Form and must be approved prior to installation. Failure to comply may result in fines and reimbursements to the Homeowners Association for repairs.

3. Regulations

This section covers other conditions of the Association of which Residents must be aware.

3.1. Condominium Living Versus Apartment Living

Condominium Owners/Residents live in close proximity to their neighbors, in a building with shared walls. However, Owners have certain advantages that are not enjoyed by Renters. Owners have the ability to share in the decisions that affect their living environment by contacting the Board or attending the monthly and annual meetings. All Residents must abide by the governing documents.

3.2. Condominium Living Versus Living in Detached Single-Family Homes

Although Owners of a condominium community have an opportunity to participate in the decision making that affects their living environment, this is a different kind of decision making than is experienced by those who live in a detached single-family home neighborhood. Condominium Owners work with others, through the Homeowners Association, to make decisions for the good of the community. As with any democratic process, these decisions attempt to strike a balance between the rights of the group and the rights of the individual.

People who have previously lived in detached single-family homes sometimes have difficulty adjusting to this group decision-making process because they may be less accustomed to the need to work in concert with their neighbors. This adjustment is very important to the overall well-being of the community because of the nature of shared use and ownership inherent in condominium living.

3.3. Architectural Control

No alteration or improvement may commence until the plans and specifications for such have been submitted in writing by the Owner and approved in writing by the Architectural Control Committee and the Board of Directors. Requests for permission, with plans and specifications, should be submitted through the Managing Agent. Changes undertaken without approval may be removed at the property Owner's expense.

Please contact the Managing Agent with any changes, questions, or concerns before making any additions or modifications to any element in the Condominium Project.

- a. Architectural changes to Common Elements or Limited Common Elements exteriors, such as but not limited to altering, removing, installing, etc., of fences, air conditioners, awnings, screen/storm doors, entrance doors, garage doors, windows, etc., within the Condominium Project require an Architectural Change Request Form.
- b. Prior to ANY construction, destruction, or alteration, all architectural changes must be submitted and approved by the Board of the Association. Architectural Change Request forms, available from the Managing Agent and community website, must be submitted to the Managing Agent for review at the monthly meeting of the Board. Architectural Change Request forms should be accompanied by plans, photographs, product brochures, etc.

3.4. Community Services

Assessment fees cover the normal operating expenses of the Association and fund capital improvement reserves. A copy of the current year's budget is delivered to all Owners annually and is available upon request. Assessment fees are due on the first day of each month, and are delinquent if not received in the office of the Managing Agent within twenty days of the due date. Owners should make checks payable to Minotaur Village Homeowners Association. Delinquent accounts are charged a fee of \$10.00 per month and interest of 12% per annum on the unpaid balance. The Association uses the Assessments collected from each Owner to provide the services described in the following sections.

3.4.1. Trash Removal

Basic trash removal and recycling is provided through the Association. All other trash or debris must be removed by the Resident at their expense.

3.4.2. Water Utilities

Water and sewer utilities are provided for each Unit by the Association. In addition, Residents may use the Common Element water spigots where located. If a Unit contains the water shut off valve for the spigots, the Unit Owner must make sure the water is accessible.

3.4.3. Building Maintenance

Roofs, siding, decks, fences, concrete, asphalt, exterior paint, and other Common Elements of Condominium Project are serviced and maintained by the Association.

3.4.4. Landscape Maintenance

An independent contractor is responsible for general maintenance of the grounds, including mowing, weeding, and periodic debris pickup. If you have any questions or concerns about this service, please contact the office of the Managing Agent, rather than attempting to communicate directly with the contractor's on-site personnel.

3.4.5. Snow Removal

The Association is responsible for and will make its best effort to promptly remove snow from sidewalks whenever there is an accumulation of more than two inches.

3.4.6. Insurance

The Association provides property insurance to cover the buildings and Common Elements. An umbrella policy, to cover extended damage, liability, or loss, and Officers and Directors insurance, to cover Association Board members, are also provided. Please take note that the Association insurance policies do not cover personal property. Residents must carry individual policies to cover personal items within the Unit.

3.4.7. Managing Agent

A management service, contracted by the Board, provides property management services for the Association. Problems relating to the management of the Condominium Project, billing, or the Homeowners Association, should be directed to the Managing Agent. The Managing Agent can be reached 24 hours, 7 days a week, for emergency purposes.