

Alpine Condominium Homeowners Association

Amended and Restated Rules and Regulations

Revised 2023

Alpine Condominium Homeowners Association, Inc.

The Board of Directors of Alpine Condominium Homeowners Association, Inc. a Colorado nonprofit corporation (the "Association") acting pursuant to the powers granted to it by the Colorado Common Interest Ownership Act (CCIOA).

As these Rules benefit the residents of Alpine Condominiums, observance by all residents is essential to assure that the Community is a pleasant and desirable place to live. Protection of each Unit's value is only possible with proper management, maintenance and use of each Unit and the Common Elements.

Management Company:

Essential Community Management
PO Box 2293
Longmont, CO 80502

Laurie Riedeman, CAM
laurieriedeman@outlook.com
720-684-7799

Board of Directors

President- Dean Thomas: dean99t@gmail.com

Vice President- Barry Ross: rossresidence@msn.com

Secretary- Nomali Perera: nomaliperera@gmail.com

Treasurer- Brendan Moran: brendan72@gmail.com

Member at Large- Camilla Lambrocco: cala8661@colorado.edu

I. Definitions

- A. Authorized User means a person who is:
1. Eligible to use the Associations Recreational Facilities including pool and a person who is 18-years of age or older.
 2. Related user-
 - a) *any adult person who resides with an Owner within the Community*
 - b) *Minor Person who resides with an owner or with an adult person who resides with the owner*
 - c) *Occupant, tenant or contract purchaser of a unit and any family member or cohabitant of such person. All related users must be registered with the Manager.*
- B. Common Expense means and includes:
1. Expenses of administration, operation and management, maintenance, repair or replacement of the general common elements
- C. Condominium Unit or Unit means an individual air space unit which is contained within the perimeter walls, floors, ceiling, windows and doors of such unit.
- D. General Common Elements means and includes:
1. The land on which the building is located
 2. The foundations, columns, girders, beams, supports perimeter and supporting walls, roofs, balconies, sidewalks and driveways of the building.
 3. The yards, gardens and parking areas.
 4. Central utility services.
 5. All installations existing for community use, i.e. swimming pool, laundry facility.
- E. Governing Documents- Collective reference to the Articles of Incorporation, Declarations, Bylaws and Rules and Regulations.
- F. Limited Common Elements means those parts of the community which are reserved for the exclusive use of the owner, i.e. patios and decks.
- G. Owner means a person, firm, corporation, partnership, association or other legal entity who owns one or more condominium unit.
- H. Tenant- any person who occupies a Unit by, through or under an Owner through a lease in full compliance with the rules. All leases must be registered with the Management Company 10-days after commencement.
- I. Violation- An act of non-compliance with:
1. These Rules
 2. Any posted rule or regulation regarding the use of Recreational Facilities
 3. Any provision of the Governing Documents which continues for a period of at least twenty-four (24) hours after receipt of Notice of the Violation.

II. General

- A. Homeowner Registration- New homeowners must complete the Homeowner Registration form and deliver to the HOA Management Company within 10-days after purchase closing date.
- B. Tenant Registration- Homeowners with tenant(s) must complete the Tenant Registration and deliver to the HOA Management Company within 10-days after commencement of new lease.
- C. Trash Enclosures- All items discarded must be fit inside the provided bins.
 - 1. Cardboard boxes must be broken down/flattened. **A fine of \$25.00** will be imposed for any box that is not broken down/flattened.
 - 2. No furniture, household items, clothing, etc. may be left in the trash enclosure. Owners will be charged for the cost of removing these items.
 - 3. No trash, plastic bags or packaging, animal droppings, dirt, sod, rock or brick can be placed in the Compost Bin.
 - 4. Do Not Put Your Recycling in Plastic Bags.
 - 5. The small bin in the SW trash enclosure is for Compostable materials only! When non-compostable are placed in this bin, the entire bin is thrown into landfill.
 - 6. For hard to recycle materials and electronics take to the CHaRM Facility located at 6400 Arapahoe Rd. Boulder.

III. Collection of Assessments

- A. Assessments- any fine, late charge or other monetary charge or penalty levied by the Association pursuant to its' Governing Documents, including attorney's fees and costs incurred by the Association and for which the Owner is liable.
- B. Dues, utilities, late fees, etc. are due on the first (1st) day of the month. These payments shall be made out to **Alpine Condominiums HOA** and should be mailed or sent directly to the Management Company or delivered in person and must be received no later than the 30th day of each month. If payment is not received a late fee of \$25.00 per annum on the amount owed will automatically be assessed.
- C. Application of Owner's Payments: Payments received by Owners shall be applied to the Owner's account in the following order:
 - 1. Attorneys' fees and costs incurred by the Association and for which the Owner is responsible.
 - 2. Interest which has accrued on all unpaid amounts
 - 3. Fines, late charges or other monetary charges or penalties levied by the Association pursuant to its Governing Documents
 - 4. Past due Special Assessments
 - 5. Past due Common Assessments including any applicable acceleration of installments
- D. Returned Check Charges- A \$20.00 fee shall be assessed against a Unit Owner in the event any check or other instrument attributable to or for the benefit of such Owner or Owner's property is not honored by the bank or is returned by the bank for any reason.

IV. Common and Limited Common Elements

- A. No resident shall place any sign, advertisement, or posters of any kind in or on the project except as authorized by the Association.
- B. Owners who are replacing their window frames or glass door frames must fill out an Architectural Review Form (found on the website) to be approved by the Association.
- C. No structural, plumbing or electrical changes should be carried out until such changes have been approved by the Association.
- D. No owner, resident or lessee shall install wiring for electrical, telephone or lighting installations, television antenna machines, satellite dishes or air-conditioning units on the exterior of the project or that protrude through the walls or the roof of the project except as expressly authorized, in writing by the Association.
- E. Hallways must always remain cleared for fire exit. Absolutely nothing may be kept in hallways except entryway rugs, 3 pairs of shoes and potted plants no larger than 12- inches in diameter.
- F. Doors, windows, walls, and stair rails belong to the common area and are not to be stained, scraped, littered or damaged in any way. Be careful not to track oil or grime on the flooring. ABSOLUTELY NOTHING is allowed on the stairs.
- G. All unit windows and glass doors are to be furnished with drapes, blinds or curtains. No object that is deemed objectionable by the Board may be visible from the outside through the windows or glass doors of a units. Screens must be neatly attached to windows or patio doorways, or when not in use, they are to be stored in the storage locker or in your unit. If screens are removed for cleaning, they are to be replaced immediately.
- H. Patios and balconies are Limited Common Elements and subject to control by the Association. There shall be no alterations or improvements to the patios or balconies without prior written approval by the Association.
- I. Patios and balconies are always to be kept neat and clean. Only patio furniture (**no household furniture**), potted plants, strollers, bikes and allowable grills are allowed on patios and balconies.
- J. BBQ's and Grills- Only propane 2.5 gallon Propane Tanks and Electric Grills are permitted on porches and balconies per the city of Boulder: <https://bouldercolorado.gov/fire-rescue/open-burning-regulations>. Charcoal Grills are not permitted.
- K. Please do not dump water or trash over the railing of balconies.
- L. Patios and balconies may not be used for storage of anything including, but not limited to, clothing, shoes, towels, rugs, brooms, appliances, automobile parts, tires, cardboard boxes, newspapers, anything flammable and trash receptacles.
- M. Smoking is not permitted within **25 feet** of any entryway of a building, enclosed area or common entrance. This includes balconies.
- N. No unsecured plant holders are allowed on any balcony ledge.
- O. Entrance into another person's patio is not allowed without having been invited, except the manager or maintenance personnel may enter as needed.

P. Personal Possessions left behind over thirty (30) days after resident's departure will be treated as abandoned and will either be discarded or sold to raise cash for the Association. Except for bicycles, strollers and kayaks, no personal items are to be stored outside of the assigned storage units in the basement. These items must be visibly tagged with the owner's name, unit number and phone number. Items found outside assigned storage units will be treated as abandoned.

Q. Bicycles, Skates, and Skateboards should never be ridden in the courtyard. When not in use, bicycles are to be neatly parked in the designated areas. Bicycles must never be stored or parked in hallways. Bicycles may be kept inside your unit, on balconies, or in bike racks which are located on patio "H", in the rack in front of Hallways "A" and "C" and in the rack between "E" and "J"

R. The locked storage area under Hallway "C" may also be used to store bikes, strollers and kayaks. Items stored in this area must be positioned so that there is a clear path to the exit door on the east side of the building.

S. Laundry Facilities may be operated only between 8:00am and 10:00 p.m. The Association does not assume responsibility for any loss. Washers and dryers are not allowed in the Units. Be considerate of your neighbors and do not leave laundry unattended.

T. Nothing shall be done or kept in or upon a Unit or upon the Common Areas or any part thereof, which would result in the cancellation of the insurance as maintained by the Association, without the prior written approval of the Association. This includes installation of a free-standing fireplace or a wood burning stove. Nothing shall be done or kept in or upon any Unit or in or on the Common Areas, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body.

U. Quiet hours. Living in multi-unit housing requires residents to be especially considerate of their neighbors. It is never acceptable to make excessive and disturbing noise, but it is particularly important to keep noise levels down during designated quiet hours, 10 p.m. to 7 a.m. This includes pet noise.

V. Home Business. Alpine Condominiums are for residential use and may be used for home business only under the following conditions: the primary use of the property must be residential; the exterior of the residence may not be changed or signs installed; excess traffic or other objectionable impact is prohibited; no employees are allowed; and the business must not be perceptible from the outside of the unit, that is, it may not be seen, heard, or smelled.

W. No common areas can be used by residents or owners for regular meetings of clubs or organizations other than by the Association itself, without prior written consent of the Board of Directors.

V. Parking and Towing

A. Each unit at Alpine Condominium HOA has one parking slot on the property which is designated (marked with the number of the unit), for the use of that unit's occupants only. All the un-numbered slots on the HOA property are considered guest parking spots. Each unit's residents can occupy, on a regular basis, only one guest slot, in addition to its numbered, designated slot. If a unit's occupants drive or keep more than two vehicles, the third, fourth, and other vehicles must be parked off HOA property, on nearby streets or elsewhere.

- B. No vehicle can be stored in a "guest" or unmarked slot for more than two weeks. A car that is parked continually for two weeks or more in an unmarked or guest slot is subject to towing by the HOA. Residents who wish to "store" a vehicle, not moving the vehicle for longer than two weeks, must use their own designated, numbered slot for that use.
- C. No abandoned or disabled cars can be parked on HOA property. Abandoned or disabled cars are subject to immediate towing. This includes vehicles with expired license plates.
- D. No repair, cleaning, washing, painting, removal of engines or siphoning of gas may be done on the premises.
- E. Vehicles must be parked to not interfere with trash or snow removal and are not to be parked in the space needed to pile snow.
- F. At any time, and with no prior Notice of Hearing to any Person, the Manager or a member of the Board of Directors may cause any Vehicle parked or stored within the Community in a manner which constitutes a Violation, to be removed from the Community. The owner of the towed Vehicle will be responsible for paying all towing and vehicle storage fees. Charges for towing are in addition to any Fines that may be assessed.
- G. Vehicles that leak oil must be parked on the street until repaired.
- H. The speed limit in driveways is 5 MPH.

VI. Pets

- A. Up to two (2) Pets may be kept in a Unit if the pet is not a nuisance to other residents. Livestock, reptiles and snakes are prohibited.
- B. All pets must be carried or on a leash while on any part of the common areas, which includes but is not limited to grassy areas, rocks, hallways, parking lots, patios and decks. Pets are not to be left in the common areas without supervision. Temporary barriers are not allowed in any of the Common Areas.
- C. Owners must pick up and dispose of their pet poop immediately after defecation.
- D. Renters or lessees. Renters or lessees must have their landlord's written approval to have pets.
- E. Barking Dogs. Barking dogs may be considered a nuisance and in violation of these Rules and Regulations. --The owner of the unit housing or hosting the dog will be fined.
- F. Visiting pets are defined as non-resident pets and must follow the same rules as resident pets.

VII. Resident Information and Rentals

- A. Leasing for transient or commercial purposes is not permitted
- B. All leases must be in writing for a term of **not less than thirty (30) days**.
- C. All lease agreements between Owners and their Tenants must include language which states that the Tenant has read and understands the Alpine Condominium HOA Rules and Regulations and as a resident of Alpine Condominiums agrees to abide by the Rules and Regulations.
- D. The City of Boulder requires a landlord obtain a City Rental License before leasing their Unit.

VIII. Insurance

- A. The Association carries an insurance policy covering liability for common areas against loss or damage by perils. Owners shall be responsible for maintaining insurance covering their unit.
- B. The Association shall not be liable for injury or damage to person or property caused by or resulting from any water, rain, snow or ice which may leak or flow from any portion of the Common Elements, except for injuries or damages arising after the Owner of a Unit has put the Association on written notice of a specific leak or flow.
- C. The Association assumes no liability for the loss or damage of personal items or property of its members, whether due to theft or vandalism.

IX. Construction and Renovation of Units

- A. Owners shall be responsible for maintenance and repair of the interior of their Units, including, but not limited to: the non-supporting walls and the materials making up the finished surfaces of the perimeter walls, ceilings and floors (i.e. the plaster, gypsum drywall, paneling, wallpaper, paint, wall and floor tile, carpet, and linoleum), doors, windows, and all fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit and all appliances within the Unit, and as otherwise provided for in Article 18 of the Declaration.
- B. The Association is responsible for the maintenance and repair of the Common Areas. It is within the Board's sole discretion to determine the scope of the repair and maintenance of all Common Areas.
- C. No Owner shall make any structural addition, or alteration or improvement in or to his or her Unit, including but not limited to replacement or changes to plumbing and electrical equipment and facilities, floors, and walls, without the prior written consent of the Board of Directors. No Owner shall paint or alter the exterior of his or her Unit, including the deck or patio, doors, windows and light fixtures, nor shall any Owner paint or alter the exterior of any Building, nor shall any Owner alter the flooring or floor coverings within a Unit without the prior written consent of the Board of Directors. The Board of Directors will enforce fines and liens on owners who commence or complete construction renovation projects without prior Board approval.

X. Swimming Pool

- A. Pool hours are from 9:00am through 9:00pm.
- B. All pool rules as posted within the enclosed area will be strictly enforced. No jumping or diving is allowed.
- C. Any children, under the age of 13 years, must be supervised by an adult over the age of 18 years.
- D. After entering or leaving the pool area please close the gate securely so no toddlers can enter.
- E. No glass may be taken into the pool area.
- F. Pets are not allowed in the pool area.
- G. Flotation devices may be used when other residents are not in the pool or with other pool users' consent.

- H. Only the pool vendors are to handle the hoses, thermostat and mechanical devices.
- I. Rescue equipment in the pool area is to be used only in emergencies and should not be used for personal enjoyment.

XI. Miscellaneous

- A. Any Damage to ANY PROPERTY WITHIN THE COMMUNITY caused by an Owner, Guest, Live-In Guest, Minor, Related User, Resident or Tenant or Pet shall be repaired at the Owner's expense. The cost of such damage is treated as an assessment pursuant to Article 21 of the Declaration and will be subject to a late charge if not paid within fifteen (15) days and will be assessed interest at the rate of 18% per annum.
- B. Disposing of ANYTHING OTHER THAN TOILET PAPER, especially sanitary napkins in toilets will cause sewer line backups and is STRICTLY FORBIDDEN. If a severe backup occurs because of a violation of this provision, the Owner will be responsible for all damage.
- C. Owners shall keep their Units in a good state of preservation and cleanliness.
- D. No owner or occupant of a Unit may utilize such Unit for the purpose of growing or distributing marijuana or medical marijuana.

XII. Penalties

- A. Owner Responsibility. Each Owner shall be responsible for his or her own Violations and for the Violations of all his or her Related Users.
- B. Notice of Hearing. Except as may be provided elsewhere in these Rules:
 - 1. Prior to the levying of Fines, Persons liable for the payment thereof, must be provided Notice and an opportunity to be heard. Each Violation must be substantiated by written documentation from one of following: (i) the Manager, (ii) a member of the Board of Directors, or (iii) an Owner and delivered to a member of the Board of Directors or Manager.
 - 2. Persons entitled to a Hearing shall have the opportunity to be heard at the next regularly scheduled meeting of the Board of Directors, or at such meeting as may be scheduled by the Board of Directors at a date and time no less than ten calendar days after such Person's receipt of the Notice. All Hearings shall be held at the location set forth in the Notice.
- C. All Notices required to be given under these Rules shall be in writing and shall be deemed given when delivered personally or when deposited into the United States mail, sent first class postage prepaid, return receipt requested.
- D. Fines- After Notice and Hearing. Persons responsible for the Violation, shall be subject to the Fines as set forth below:
 - 1. First Violation: \$75
 - 2. Second Violation: \$150
 - 3. Third Violation: \$275