

**WOODSTREAM FALLS CONDOMINIUM ASSOCIATION, INC.
RULES, REGULATIONS AND PROCEDURES**

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PROCEDURE

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2007 RULES OF THE WOODSTREAM FALLS CONDOMINIUM ASSOCIATION, INC.

(Adopted August 18, 2007) as amended .

1. **Procedures for Adopting and Amending Rules**
- 1.1 After due consideration, the Board will draft or cause to be drafted proposed rules and/or amendments of rules (“proposed rules”) for the Board’s proposed rulemaking.
- 1.2 The Board will cause notice of the proposed rulemaking to be sent by regular first class mail or hand delivered to the owners at their addresses of record with the Association, such mailing or delivery to be completed no less than 30 days prior to the Board meeting at which the Board will consider adoption of the proposed rules. The proposed rules will be posted on the Association website and copies will be available for pick-up by owners at the Clubhouse Office of the Association.
- 1.3 The notice of rulemaking will both request owners' written comments on the proposed rules to the address specified in the notice, to be received no less than 10 days prior to the proposed rulemaking meeting of the Board, and the owners' personal oral comments to the Board at the rulemaking meeting of the Board at the specified time, date, and place of meeting.
- 1.4 At its rulemaking meeting, the Board will reasonably consider the owners' written and oral comments on the proposed rules. After the Board has considered the owners' comments, the Board will act upon the proposed rules upon proper motion, second, and discussion by the Board members only (and any others only as specifically requested by the Board) to adopt, reject, amend, or otherwise act upon the proposed rules, including, among other normal procedures of the Board, to adjourn the meeting from day to day or as otherwise specified by the Board.
- 1.5 Upon adoption of the final rules, as the rules may be amended by the Board, the Board shall mail by regular first class mail or hand deliver the rules as adopted to the owners at their addresses of record with the Association, and post the final rules on the Association website.
- 1.6 The rules will be numbered and will show the date of adoption and the date on which each rule shall be effective.
- 1.7 The Association shall maintain the current, effective rules in an orderly manner so that owners and Board members may readily access the rules.
- 1.8 The Board of Directors reserves the right to change or make such other rules from time to time as may be required for the safety, care, and cleanliness of the community and for securing the comfort and convenience of the owners and tenants. The Board shall give notice of said rules as stated above and by posting on the bulletin board at the main entrance of the Clubhouse. Individual copies of the rules will be available to the community during normal business hours at the Woodstream Falls Condominium Association's office.

Effective August 18, 2007

2. **Assessment Collection Rule**
- 2.1 Monthly assessments (sometimes called dues or maintenance fees) are due and payable on the first day of the month (the due date), are delinquent if not paid on the due date, and incur a late charge and bear interest from the date of delinquency if not paid on or before 15 days after the due date.
- 2.2 Special assessments are due on the date or dates specified in the special assessment.
- 2.3 The owner shall pay a one-time late charge of \$10.00 on each late monthly payment or late special assessment payment.
- 2.4 In addition, the owner shall pay a penalty charge of 5% of the monthly assessment or late special assessment payment for each month or partial month that the assessment is more than one month late. For example: January assessment of \$400 is not paid until April 15. The late charges are \$10 (for January) plus 5% of \$400 = \$20 (for February) plus 5% of \$400 = \$20 (for March) plus 5% of \$400 = \$20 (for April), or a total of \$70 owed.
- 2.5 When delinquency exceeds 15 days, the Association or the Manager will send a **reminder** to the owner that the assessment payment is delinquent, the owner has incurred a late charge, additional penalties will be charged, and the owner must immediately pay the assessment plus late charge. The reminder will be sent by email, if available and by postal mail to the address on file for the owner. The Association or Manger may also attempt to call the owner with a reminder.
- 2.6 When delinquency exceeds one month, the Association or the Manager will send the **first warning notice** to owner, by email and postal mail, stating the late charge(s) and penalty payments, and stating that owner must **pay the account current on or before the end of the month of the date on the first warning notice**, OR enter into a written payment plan acceptable to the Association, OR the Association may take further collection action.
- 2.7 When delinquency exceeds two months, the Association or the Manager will send **final warning notice** by email and postal mail. The owner must pay the account current by paying all delinquent assessments and late charges on or before the end of the month of the date of the final warning notice, OR enter into a written payment plan acceptable to the Association, OR the account will be turned over for collection.
- 2.8 If the owner's **account is turned over to for collection**, the owner must communicate only with the collection agency to pay or settle the account. The owner must pay all late charges, interest, costs of collection, and any legal fees incurred by the Association.
- 2.9 An owner's payment of less than the full amount owed to the Association at any time shall be applied to pay the following (if applicable) in the order listed, from the oldest to most recent in each category:
- 2.9(a) Collection fees and legal costs
 - 2.9(b) Association costs and expenses

2.9(c) Late charges

2.9(d) Interest

2.9(e) Assessments

- 2.10 In the normal course of business, the Association will reject any check containing a restrictive endorsement or a request that the payment be applied other than in accordance with this rule.
- 2.11 An owner who occupies the unit and did not acquire the unit as a result of default on a security interest or foreclosure, who is assessed with a fee or fine and who is delinquent on payments may request to set up a payment plan of no less than six months prior to the Association sending the debt to collections. If the owner does not remit payment according to the payment plan or remain current on regular assessments during the payment plan period, the Association may send the debt immediately to collection or pursue other legal action against the owner.
- 2.12 The Association's remedies for collection of amounts past due include sending an account to a collection agency which will report such amounts to national credit bureaus, and placing a lien on a unit which may be foreclosed on if the balance owed, inclusive of all fees and interest, exceeds six months of regular assessments. The Board will individually assess each delinquent account prior to sending an account for legal action, but an account may be sent to collection without specific Board review.
- 2.13 Prior to sending any delinquent account for collections, the Association will send, by email and postal mail, a notice to the owner specifying:
- a. The total amount due, including a detailed accounting of how the total is calculated.
 - b. Whether the owner has the opportunity to enter into a payment plan and how to contact the Association if a payment plan is desired.
 - c. The name and contact information for the person the owner may contact to request a copy of the owner's account ledger in order to verify the amount of the debt.
 - d. What the owner must do, and by when, to cure the delinquency and that failure to do so will result in the debt being sent to a collection agency, or a lien placed on the unit or other remedies available under Colorado law.
- 2.14 Any dispute over whether or not an amount is due or delinquent must first attempt to be settled with the Manager or person appointed by the Board in the Manager's stead. If the dispute cannot be settled between the Manager and owner, the owner may write to the board outlining the issues in dispute.
- 2.15 For the purposes of being a "member in good standing" of the Association for purposes of voting at any general or special election, an owner cannot be more than one month delinquent for any assessment, which includes regular and special assessments, any associated fees, charges, late charges, attorney fees, or fines.

Effective November 1, 2013

3. Enforcement of Governing Documents

- 3.1. The Association shall be diligent in the enforcement of the governing documents consisting of the Declaration, articles of incorporation, bylaws, and rules. Some formal resolutions of the Board and resolutions of the members, maintained in the minutes of the Association, may be considered governing documents. As stated in the governing documents, reasonable enforcement is intended to maintain the values of all the units in the community and to make the community a desirable place to live. The objective of the Association is to be fair, firm, and consistent in its enforcement.
- 3.2. Regardless of the language of the governing documents, Colorado Revised Statutes, Section 38-33 3-101, *et seq.*, the Colorado Common Interest Ownership Act (“CCIOA”) states to the following effect and the governing documents are superseded by the following:
- (a) Owner(s) and occupant(s) may display on their property, in their windows, or on the balconies adjoining their units American flags of no larger than 4 feet by 6 feet and install flagpoles of no greater height than 12 feet.
 - (b) Owner(s) and occupant(s) may display on the inside the unit's window or door a service flag (sometimes called blue star or gold star banner) of no more than 20 inches by 30 inches indicating the military service of a member of the owner's or occupant's immediate family during a time of war or armed conflict.
 - (c) Owner(s) or occupant(s) may display one political sign on the owner's sole property or in the unit's window for each contested election and ballot issue from 45 days before through 7 days after election up to the size and number of signs allowed by the local municipal or county ordinance. If there is no such ordinance, each sign shall be no larger than 36 inches by 48 inches.
 - (d) An occupant who is bona fide member of a volunteer fire department, and an occupant who is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services, may park an emergency vehicle bearing an official emblem and weighing less than 10,000 pounds on the common interest community when it does not bar emergency access or other owners' reasonable use of streets, driveways, or guest parking spaces.
- 3.3. In the normal course of the Association's business, the Board will supervise those acting on behalf of the Association to communicate with the owners so that owners are aware of their responsibilities and the standards of behavior in the community. The communication will reasonably use such means as the Association's website (if in existence), newsletters, correspondence, email broadcast messages, and postings in areas of the community frequented by the owners to advise owners of agenda items in regular and special Board meetings. The Association will encourage real estate agents and title insurance companies to provide full packages of applicable governing documents to all new owners in the community,

- 3.4. If an owner or occupant of the community allegedly violates any of the governing documents (other than the requirement to pay assessments), the Association will promptly give notice to the owner (and occupant, if a different person) of the apparent violation and request prompt compliance. The Association will set deadlines for compliance in accordance with its governing documents and the urgency of the situation.
- 3.5. If the owner (and occupant, if applicable) fails to comply, then the Association may enforce the governing documents by any direct Association remedy of the violation provided in the governing documents and by bringing appropriate legal or injunctive action in court against the violating parties. In such enforcement actions, the Association will seek to recover all of its costs of enforcement, including direct costs to the Association charged by agents, court costs, and costs of enforcement and collection, including attorney fees.
- 3.6. Any owner, resident, or agent of the Association may file a written complaint with the Association's management company. This document will set forth the reason for the complaint or petition, including dates, times, locations, names and addresses, as well as any additional detail known by the person making the complaint.
- 3.7. The Board may respond to any complaint as it deems appropriate. Copies of all complaints and/or petitions will be provided to the Board of Directors and kept on file for any particular unit.
- 3.8. If an owner or resident of the community allegedly violates any of the governing documents (other than the requirement to pay assessments), the Association will promptly give notice to the owner (and resident, if a different person) of the apparent violation and request prompt compliance. The Association will set deadlines for compliance in accordance with governing documents and the urgency of the situation.

Effective August 18, 2007

4. Association Records and Information

- 4.1. The Association will keep a record of all actions taken at meetings of owners, the board, and all committees, plus a record of all notices of meetings and waivers of notice.
- 4.2. The Association will maintain records of owners in a form that allows preparation of a list of names and addresses. All Association records must be maintained in a form that allows conversion into written form in a reasonable time.
- 4.3. The Association will charge owners copying charges to copy association records that do not exceed actual cost per page to the Association, including all costs such as paper, copy machine supplies, parts and maintenance, and all labor costs for the copying.
- 4.4. Owners are allowed to inspect and copy records during normal business hours, on five business days' notice, if the request is made in good faith and for a proper purpose and the records are described sufficiently and are relevant.

4.5. These records will be maintained at the Association's principal office located at Woodstream Falls Condominium Association, Inc. Clubhouse Office, 9700 East Iliff Avenue, Denver, CO 80231:

Declaration

Covenants

Articles of incorporation

Bylaws

Rules

Resolutions of the board

Minutes of all owners' meetings for the past three years

All written communications to owners generally for the past three years

List of the names and addresses of current directors and officers

Most recent annual report, if any

All audits or reviews for the past three years

4.7. Audits or reviews of the books and records of Association shall be done at the discretion of the Board or upon owner request as follows:

4.7.(a) An audit is required only if the Association has annual revenues or expenditures of at least \$250,000 and owners of at least one-third of the units represented by the Association request an audit.

4.7.(b) A review is required only when requested by the owners of at least one-third of the units represented by the Association.

4.7.(c) Copies of audits or reviews shall be available on request to any owner 30 days after completion.

4.8. Within 90 days after the change of any of the following, the Association will give written notice to the owners of the following items by first class mail, personal delivery, a binder at the principal place of business, or on the association's website:

(a) Names of the Association and the common interest community;

(b) Name and address of management company, if any;

(c) Physical address and phone number for the Association and the designated agent or management company;

(d) Date of recording of the Declaration and recording information.

4.9. Within 90 days after the end of each fiscal year, the Association will make the following information available to owners by first class mail, personal delivery, a binder at the principal place of business, or posting on the Association's website.

(a) Date the fiscal year begins

- (b) Operating budget for the current year
 - (c) List of current regular and special assessments, by unit type
 - (d) Annual financial statements, including reserves
 - (e) Results of most recent audit or review
 - (f) List of all Association insurance policies ["policies," in original] (property, general liability, director and officer liability, fidelity), including companies, policy limits and deductibles, additional insureds, and expiration dates
 - (g) Association's bylaws, articles, and rules and regulations
 - (h) Minutes of board and member meetings for prior fiscal year
 - (i) Association's "Responsible Governance Policies" (contained in bylaws and rules)
- 4.10. An owner may file a claim against the insurance policy of the Association to the same extent, and with the same effect as if the owner were a named insured if the following conditions are met:
- (a) The owner has contacted the Board or the Managing Agent in writing, and in accordance with applicable Association policies or procedures for owner-initiated claims, regarding the subject matter of the claim; and
 - (b) The owner has given the Association at least 15 days to respond in writing, and, if so requested, has given the Association's agent a reasonable opportunity to inspect the damage; and
 - (c) The subject matter of the claim falls within the Association's responsibilities.
- 4.11. The Association will provide free education annually to all owners on the general operations of the Association and the rights and duties of the owners, the Association, and the Board of Directors. The criteria for this education shall be determined from time to time by the Board.
- 4.12. The Association encourages education on good governance for the members of the Board. Upon submission prior to the seminar or course, the Board may approve payment of expenses for education for individual members of the Board if the education is directly related to good Association operations within the common interest community.
- 4.13. Regardless of the provision in Section 19 of the Declaration, as amended by the First Amendment recorded January 10, 1980. The statute, C.R.S. § 38-33.3-217(1)(a), states that amendments of the Declaration shall not require the affirmative votes or agreements of the owners of units to which more than 67 percent of the votes of the association are allocated. Amendments of the Declaration need only comply with this statute.
- 4.14. Regardless of the provision in Section 19 of the Declaration, as amended by the First Amendment recorded January 10, 1980, requiring the approval of 100 percent of the first mortgagees for amendments, which provision does not set

forth a procedure for registration or notification of first mortgagees, C.R.S. § 38-33.3-217(1)(b) states: (1) If dated, written notice and a copy of the proposed amendment is sent to the first mortgagees by certified mail, (2) a dated notice of amendment together with information on how to obtain a copy of the proposed amendment is published at least twice, on separate occasions at least one week apart, in a newspaper of general circulation in the county in which the common interest community is located, and (3) a first mortgagee does not deliver to the Association a negative response within 60 days of the notice, the first mortgagee is then deemed to have approved the amendment. Amendments of the Declaration need only comply with this statute.

Effective August 18, 2007.

5 Investment of Reserve Funds

- 5.1. The Association shall obtain a competent reserve study to show the required reserve funds for maintenance, repair, and replacement of capital improvements which are the Association's responsibility. This shall include such items as painting, repair of exterior surfaces, walls, gutters and downspouts, roofs, doors, windows, walks, parking areas, storage areas, drives, patios, porches, steps, concrete and asphalt, utilities, plumbing, wiring, and other substantial improvements to the real estate that the Declaration requires the Association to maintain, repair, and replace.
- 5.2. The officers (including without limitation the managing agent, attorney, and accountant employed by the Association) and Board members of the Association will be subject to the standards set forth in C.R.S. § 7-128-401 and invest reserve funds in one or more accounts separate from the general operating account of the Association. Further, the reserve funds shall be invested in conservative accounts with a small possibility of loss to the Association. The majority of the reserve funds shall be deposited in accounts and amounts that are fully insured against loss by an agency of the U.S. government.
- 5.3. Any and all persons who have access to the reserve funds shall have fidelity insurance covering the Association against dishonesty of such persons in the full amount of the funds in those accounts.

Effective August 18, 2007

6. Disclosures in Purchases and Sales of Units

- 6.1. In accordance with CRS § 38-35.7-102, sellers of a unit must provide copies to the buyers, or upon payment of the Association's usual fee, authorize the Association to provide copies to the buyers, of all of the common interest community's governing documents and financial documents, as listed in the most recent available version of the contract to buy and sell real estate promulgated by the real estate commission as of the date of the contract.
- 6.2. Sellers must provide buyers, in every contract for the purchase and sale of residential real property with disclosure statements in bold-faced type that is clearly legible and in substantially the following form:

THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION, THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

Effective August 18, 2007

7. Alternative Dispute Resolution Policy

- 7.1. Whenever a dispute arises between the Association and any owner, the Association and the owner are encouraged to try to resolve the dispute by methods other than court action (litigation).
- 7.2. When the association is collecting past due assessments or dues, the association or its managing agent sends warning or “delinquency letters” to the owner to inform the owner of the amount owed and to encourage the owner to pay without litigation. If the association is enforcing its governing documents, the association will give notice to the owner of the alleged violation in an effort to avoid litigation by having the owner comply with the governing documents.
- 7.3. If the association and the owner agree, their dispute may be submitted to mediation before any lawsuit is filed. The written, signed agreement submitting their dispute to mediation shall state whom the mediator will be, that the parties will pay their share of the mediator's fees, and will provide a time limit for conducting the mediation. If no mediation is held within that time period, and no agreement extending the time is signed, either side is free to file suit.
- 7.4. If the dispute is resolved through mediation, the parties shall sign a written settlement agreement. The settlement agreement will usually state that the agreement will be enforceable by the courts in the event either side violates the terms of the agreement.

- 7.5. Mediation shall not be used in situations involving an imminent threat to peace, health, or safety of the community.
- 7.6. Mediation is highly recommended but not mandatory before proceeding with litigation. If either the association or the owner chooses not to attempt a resolution of their dispute through mediation, the party may file a lawsuit to resolve the issue.

Effective August 18, 2007

8 **Pets**

- 8.1. The Revised Municipal Code established by the City and County of Denver will apply. Owners should consult the current city code before bringing any pet onto the property. Please call the Denver Animal control Division at 303-698-0076 for further information.
- 8.2. The owner of the unit will be held responsible for any animal or the acts of any animal kept at or visiting the Woodstream Falls Condominium Community.
- 8.3. A household pet may be kept as long as the animal does not become a nuisance, is immediately cleaned up after, is on a leash when outside the unit, and the pet is accompanied by a person at all times while the pet is outside a unit.
- 8.4. Pets are not allowed to be housed or left unattended on your patio, deck or balcony. This includes any pet-maintenance items including litter boxes or animal carriers/cages.
- 8.5. Noisy pets, whether inside or outside of a unit, will be considered a nuisance subject to enforcement under the governing documents of Woodstream Falls.
- 8.6. Pets shall not be chained or tethered to any common element.
- 8.7. The Board reserves the right to take other action, if any pet (in the Board's judgment) is dangerous, aggressive, or a chronic nuisance.

Effective August 18, 2007

9 **Occupancy**

- 9.1. All Woodstream Falls Condominium units shall be used for residential purposes only. Occupancy is restricted to the current Denver Housing Code.
- 9.2. The owner is responsible for all actions of the owner's tenants (renters) and guests. Residents and guests are subject to the provisions of all of governing documents, including the rules. All guests' and renters' vehicles are restricted by the requirements found in the parking section of these rules.
- 9.3. In the event an owner evicts a renter, the owner will arrange to properly remove all evicted personal property deposited on the Common Elements of the community no later than 24 hours after the eviction. No personal property is to be placed in or next to the trash dumpsters, but must be properly removed from the community and taken to a proper disposal location. The owner will be charged for removal or disposal costs if these requirements are not met.
- 9.4. No hazardous materials are to be stored in any unit.

- 9.5. Due to space, building design, venting, plumbing, electrical, and building code requirements, owners and residents shall use only licensed plumbers and electricians to install and repair plumbing and electrical lines and connections within the units according to the City and County of Denver Code.
- 9.6. Nuisance is prohibited in Woodstream Falls. Nuisance includes, but is not limited to, loud noises; littering with rocks, cans, trash, or bottles; offensive odors, and any activities that disturb the enjoyment of the residents of the community.

Effective August 18, 2007

10. **Driveways and Parking Areas**

- 10.1 Every unit is entitled to the use of ONE assigned parking space (as indicated on your deed). Additional parking spaces may be rented from the Association as **available for \$200 \$300 for 12 months**. Anyone parked in a parking space not assigned or leased to their home is subject to **immobilization or towing** at the vehicle owner's expense.

Annual rental rate increase effective May, 2018.

- 10.2 All vehicles must be operable and currently licensed, insured, and comply with these rules, the ordinances and rules of Denver Motor Vehicle Department, and laws and rules of the State of Colorado.
- 10.3 All vehicles parked on the property, other than short-term visitors, must be registered and issued an Association parking sticker. A parking sticker is issued at no cost to Association residents for any vehicle owned by a resident, up to a maximum of four (4) vehicles. Replacement cost for lost stickers is \$25. To obtain a sticker, residents are required to present a) valid driver's license; b) vehicle registration; c) proof of current insurance; d) proof of residency (copy of lease for renters; copy of deed for owners) for each vehicle to be registered. The sticker must be placed in the lower left-hand corner of the windshield. **There may be some exceptions for physical reasons (handicap) as deemed okay by WFCFA, Inc.**
- 10.4 Any vehicle that fails to conform to these rules shall be subject to **being booted (immobilization) and charged \$100 to the owner of the car. Owners or tenants who repeatedly violate will be booted and/or towed (your cost) plus fined by the Association \$50.**
- Any vehicle parked in a fire lane or no parking area will be booted (immobilization) immediately (\$100 fine). After immobilization the vehicle has ½ hour to pay fine and move vehicle or will be subject to being booted or towed without warning. If it's found out it's an owner or tenant WFCFA will levy an additional \$50 to the unit owner.**
- 10.5 Recreational vehicles including, but not limited to: trailers of any kind, campers (including camper shells and motor homes), buses, boats or boat accessories, and trucks/van larger than one ton, self-contained and other motorized recreational vehicles, all –terrain vehicles, will not be parked, placed, stored or maintained anywhere within the Woodstream Falls Condominiums community, except in

emergencies or as a temporary expedience for loading or unloading. The Association may boot and/or tow any vehicle if it is in violation of any city, county, or state regulation, the Declaration, or these rules.

- 10.6 Residents shall not use “Visitor” parking areas. Such parking areas are allocated for visitors of residents only. **If you need additional parking space(s), SEE ITEM 10.1.**
- 10.7 No activity such as, but not limited to: maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle may be performed or conducted within the Woodstream Falls Condominium Community. Due to the corrosive and destructive nature of petroleum products, **oil changes** are expressly prohibited.
- The foregoing restriction will not apply to the washing and polishing of any motor vehicle, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.
- 10.8 Exterior parking within the Woodstream Falls Condominiums community consists of parking in marked parking spaces only. All vehicles must park within the parking stripes designating the marked parking space. All asphalt surfaces not marked as parking spaces are considered Fire Lanes. **NO PARKING IN FIRE LANES. SEE ITEM 10.4.**
- 10.9 No back-in parking in any parking space. **There may be some exceptions for physical reasons (handicap) as deemed okay by WFCA, Inc. The new computer system will allow these exceptions to be recorded.**
- 10.10 Parking spaces are for street legal vehicles only, not for household or personal property storage. After warning vehicles have 48 hours to become street legal.
- 10.11 Licensed motorcycles may be parked in the same parking space as the resident’s regular vehicle as long as both vehicles do not exceed the parking space area. Parking areas designated for motorcycle parking will also be randomly provided within the Woodstream Falls Condominium community and may be used on a first-come, first-served basis.
- 10.12 Any vehicle found to be leaking excessive fluids will be posted with a 72-hour notice to either fix the leak or remove the vehicle from the Woodstream Falls condominium community.
- 10.13 Vehicles in parking spaces cannot take up space that prohibits or inhibits other spaces/vehicles from parking in their designated. After warning said violators may be subject to immobilization.**

*Effective August 18, 2007 **additional amendments**
June 30, 2014 and October 23, 2017 and as indicated above*

11. Common Areas

- 11.1. Any and all motorized vehicles are prohibited from driving on any turf, landscape area or sidewalks, except for the Association's vehicles and Association's vendors, even during moving.

- 11.2. Only signs “For Rent” or “For Sale” are permitted inside windows. These signs are not permitted anywhere within the community.
- 11.3. No yard signs are permitted.
- 11.4. Within three months of the purchase date of a home, there must be proper window coverings visible from outside (window blinds, shades, drapes or curtains).
- 11.5. All windows, screens and doors must be kept in good repair.
- 11.6. Prior to installation, security devices that are designed to be placed within window or door openings must be approved, in writing by the Board. Interior mounted security devices cannot be mounted to concrete walls. Please contact property management for those specifications.
- 11.7. Prior to installation, windows, patio doors, and door replacement must be approved, in writing by the Board. Please contact the management company for those specifications.
- 11.8. No window mounted air conditioners or fans are permitted.
- 11.9. No owner/resident will allow garbage cans, supplies, milk containers, or any other personal property to be placed in entry area or breezeways, for any period of time. No trash or debris is to be stored in the common areas. Trash is to be kept in appropriate trash containers inside homes.
- 11.10. All refuse must be immediately placed inside a dumpster located in an appropriate trash enclosure. Refuse will not be left or allowed to accumulate outside any home, on patio, balcony or breezeways
- 11.11. No one may in any way alter the exterior, roofs, entryways, balconies, decks, patios, landscaping or other common elements without prior written approval by the Board. No interior reconstructions that would affect the structural integrity of the building are allowed.
- 11.12. Common elements are to be used only for the purpose for which each is intended and designed. There is to be no climbing on common elements, including any structure or landscaping feature. The Association specifically disclaims any responsibility for any injuries resulting from any inappropriate use of common elements. Only Woodstream Falls Condominium staff and appropriate work personnel are allowed to walk on any roof within the complex.
- 11.13. Charcoal grills and propane grills are prohibited in the community and subject to enforcement by the Association and under Denver Fire ordinances.
- 11.14. There will be no garage sales or yard sales unless authorized by the Board.
- 11.15. Owners are responsible for ensuring that any contractors working for them or for their renters remove, from the community, any waste products resulting from any work being performed. Such items are not to be disposed of in or near dumpsters. If there is no contractor involved, the owner is responsible for taking these items off-site. If you are remodeling or moving please call the management company to make proper arrangements.

- 11.16. Only after written approval of the Board, prior to installation, satellite dishes and exterior antennas may be placed on the property only in the locations and meeting the specifications approved by the Board of Directors. Please contact the property management company for those specifications.
- 11.17. There is a concern about safety issues, contractual and employment interference and the increased costs charged to the Association by contractors and employees as a result on interference. Therefore, no owner, resident or guest shall in any way interfere with any employee or contractor working for the community This shall include entry into any posted are where work is being performed, or that has been set aside as a storage or staging area. No owner, resident or guest shall contact any contractor at their place of business. Any inquiries, comments or complaints should be directed to the property management company.

Effective August 18, 2007

12. Balconies, Patios, and Decks

- 12.1. Only furniture designated for outside use, bicycles, plants, may be placed on balconies, patios and decks. No storage of any other kind will be used or stored on any of the patios, balconies or decks. Nothing will be hammered in, on or to any of the cement, overhangs or surrounding wood from the balconies, patios or decks.
- 12.2. Patios, decks and balconies will not be used for storage, indoor furniture, hand laundry, cleaning rugs or other household articles.
- 12.3. Any item that feeds wildlife (i.e. birdfeeders) or otherwise encourages the presence of wildlife is prohibited.
- 12.4. No pet is allowed to defecate or urinate on, above, or inside a balcony, patio or deck.
- 12.5. No parking of motorcycles on the patio, deck, or balcony of a unit.

Effective August 18, 2007

13. Laundry Rooms

- 13.1. Laundry rooms will be open only during the posted hours and can be used by residents only.
- 13.2. Laundry room doors will be kept closed at all times to prevent freezing of pipes and to keep laundry areas clean
- 13.3. Lights will be kept off when rooms are not in use.
- 13.4. Please clean the lint trap after you use a dryer.
- 13.5. No smoking in laundry rooms.
- 13.6. The Board may post additional Rules as necessary.

14. Pool Rules

- 14.1. Pool hours are posted. Anyone in the pool area other than during the posted pool hours may be prosecuted for trespassing and will lose their pool access card for

the remainder of the season. Pool cards are activated annually for residents who have dues paid in full and otherwise are in good standing with the Association.

- 14.2. No lifeguard is on duty. All persons using the swimming pool do so at their own risk. Woodstream Falls Condominium Association will not be responsible for any accident or injury in connection with the use of tee pool. Call 911 on the phone provided at the back of the pool on the wall of the building in cases of emergencies.
- 14.3. The pool is for residents and residents' guests only. Residents must have their pool access card readily available when in the pool area.
- 14.4. No pets are permitted in the pool area at any time.
- 14.5. Flotation devices designed for individual/personal use are allowed. No multi-person flotation devices or rafts are allowed.
- 14.6. Bicycles, skateboards, roller skates, roller blades or similar items are not permitted in the pool area.
- 14.7. No smoking is permitted in the pool area.
- 14.8. No food or beverage is allowed in the pool area.
- 14.9. Radios are permitted using headsets only.
- 14.10. No running or unnecessary roughness will be permitted.
- 14.11. No glass is permitted in the pool area.
- 14.12. Anyone under the age of 13 must be accompanied and supervised by an adult.

Effective August 18, 2007

These 2007 Rules of the Woodstream Falls Condominium Association, Inc. were adopted by majority vote of a quorum of the Board of Directors on August 18th, 2007, and supersede all prior rules of the Association.

[Attestation by Juanita Rucker, as of September 18, 2007]

PROCEDURES

3. ENFORCEMENT OF GOVERNING DOCUMENTS

The following enforcement procedures were adopted by resolution of the Board of Managers of Woodstream Falls Association, Inc. (the "Association") at a regularly held meeting in September 2014 and published to owners for adoption at the regularly held meeting October 2014.

RECITALS:

- A. Pursuant to Colorado Revised Statute ("C.R.S.") 38-33.3-209.5 (1)(b)(IV) the Association is required to adopt a policy concerning the enforcement of the Association's governing documents.
- B. C.R.S. 38-33.3-302(1)(k) allows the Association to levy reasonable fines for violations of the declaration, bylaws, and rules and regulations ("the Governing Documents") provided notice and an opportunity to be heard is given to the Member prior to the fine being imposed.
- C. C.R.S. 38-33.3-302(1)(d) authorizes the Association to institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Common Interest Community. In the event the Association prevails with its claim C.R.S. 38-33.3-123 allows the Association to seek reimbursement of its reasonable attorney fees and costs.
- D. For the benefit and protection of the Association and its Members, the Board deems it desirable to establish and operate by procedures to insure due process in cases where an Owner or tenant, their family Members, their guests or invitees are alleged to have violated provisions of the Governing Documents, other than failure to pay assessments.

That the following procedures shall apply to a violation of the Declaration, Bylaws, or the Rules and Regulations. However, these procedures shall not apply to those sections of the Declaration and Bylaws concerning payment and collection of assessments.

3.1. Informal Resolution of Violation

a. Any Owner, Owner's tenant, or agent of the Association may directly request that an Owner or resident cease or correct any act or omission, which appears to be in violation of the Governing Documents. It is the preference of the Board that residents of the community attempt informal resolution prior to seeking formal resolution.

b. In the event the perceived violation is also a violation of Federal, state, or local laws or regulations, the Board may request the complaining resident to contact the appropriate governmental entity to report the perceived violation.

c. In some cases the Association may be more reluctant to institute litigation than is the complaining Member. The Association would take this opportunity to advise the Members that any person subject to the Declaration and the Colorado Common Interest Ownership Act may institute legal or equitable proceedings to enjoin violations of the Declaration or the Act, and if successful, the complaining party is entitled to seek reimbursement of their reasonable attorney fees and costs.

3.2. Mediation

The Association encourages residents of the community to mediate with their neighbors on issues that impact the party's involved but not necessarily other Members of the community. The Association intends to use mediation as a tool to address complaints alleging violations of the Association's governing documents; the decision of whether or not to employ mediation will be within the reasonable discretion of the Board of Directors.

3.3. Formal Resolution of the Violation

A. The Board or its agent may initiate Formal Resolution of violations upon observation of a violation, no written notice of violation is necessary.

B. Residents of the Association may initiate Formal Resolution of violations by filing a written notice of violation with the Association via mail or hand delivery to its management company, in care of the Board. Said notice of violation must clearly indicate the specific nature of the violation, the date, time and location of the violation, the witnesses of the alleged violation, and the name(s) or Unit number of the violator(s). At this time, the name of the Owner(s) or resident(s) making the complaint will not be divulged to persons other than the Board of Directors and its agents.

C. If within the discretion of the Board, the written notice does not allege facts necessary to constitute a violation, the complainant will be notified in writing as to why no action was taken. The complainant may request a reconsideration of the complaint at a subsequent meeting of the Board. The complainant is required to attend this meeting.

D. If the Board, having reviewed the allegations contained in the notice believes a violation of the Association's governing documents has occurred, the accused individual, or the Owner if the accused individual is a tenant, family Member, guest, or invitee, will be notified in writing that a complaint has been made citing the nature, date, time and location of the violation. The person charged shall have twenty (20) days from the receipt of this notification to request a hearing with the Board. Failure to respond to such notification may be construed as an admission of the violation, at which point the Board may levy a reasonable fine against the Owner(s) for the alleged violation. Requesting a hearing with the Board shall in no way stay the imposition of fines for subsequent or continuing violations of the Association's governing documents or the Colorado Common Interest Ownership Act should the Board determine the actions or omissions constitute a violation after the opportunity to be heard is completed.

E. If the person charged with a violation responds requesting a hearing, a hearing open to all Members shall be set and written notice of the date, time and place of hearing, together with a copy of the hearing procedures shall be provided to the accused.

F. The hearing procedures shall be as follows:

1. The Board, through its Chair, shall direct the proceedings at the hearing. The person charged, the person's representative, the other Members or residents may speak only after being recognized by the Chair.

2. The Chair will describe the specific provision of the declaration or rule or regulation, which is said to have been violated, including the date and place, or read the written complaint to the person charged.

3. The person charged shall be asked to admit or deny the charge. The person charged may speak for himself or may be represented by counsel throughout the hearing. Failure to respond or attend the hearing may be construed as an admission of the alleged violation.

4. If the charge is denied, the complaining witness or other witnesses having personal knowledge of the facts supporting the alleged violation shall be required to describe the details and circumstances giving rise to the violation of the Governing Documents at the hearing.

5. The person charged shall have the opportunity to confront each witness who testified against him, and offer a defense to the actions or omissions giving rise to the alleged violation of the Association's Governing Documents.

6. When all complaining witnesses have been heard, the person charged may make statements in rebuttal, and may provide witnesses in support of that position. The Chair may ask questions of each such witness in turn.

7. The Board shall have the opportunity to question any witness or involved parties if it so desires.

G. At the conclusion of the hearing, the Board shall discuss the statements and vote whether or not the person charged violated the provisions of the Association's Governing Documents. A majority vote shall control. The result of the vote shall be recorded in the minutes of the meeting, and announced to the person charged and the party or parties who filed the Complaint.

H. If the Board levies a fine, the Board shall provide written notice to the Owner of the fine and the date payment of the fine is due. In the event the Owner fails to pay the fine consistent with the notification, appropriate legal action may be initiated by the Board of Directors to collect the fine.

I. The Board of Directors must use reasonable discretion in levying fines in accordance with the severity of the violation. The following is a schedule of the presumptive fine range for ordinary violations of the Governing Documents:

First Violation a warning letter

Second Violation \$25.00

Third Violation \$50.00

Fourth and Subsequent \$100.00

J. Miscellaneous Provisions:

1. The Person obligated to pay the fine shall be the record Owner of real property subject to the Association's Governing Documents whether it is a natural person or a legal entity.

2. Continuing violations shall constitute a separate violation for each 24-hour period the violation exists.

3. Any and all money collected from such fines may be deposited in the Association's general operating fund.

4. In the event the violation is of a continuing nature or if the violation constitutes a threat to the health, safety, or welfare of the residents or the property within the community, the Association acting through the Board of Directors may institute an action in a court of competent jurisdiction seeking injunctive relief to abate the violation without proceeding through procedures set forth above. Nothing in this paragraph constitutes an election of remedies nor precludes the Board from levying fines as set forth above while at the same time seeking injunctive relief for violations of a continuing nature or violations that affect the health, safety, or welfare of the residents or the property.

5. In the event it is determined the Association was the prevailing party in the suit the Association shall be entitled to seek reimbursement of its costs including reasonable attorney fees, court costs, and other legal costs; conversely, if it is determined the Owner was the prevailing party, the Owner shall be entitled to reimbursement of the same expenses and costs.

6. In the event a Court of competent jurisdiction finds a provision of this Enforcement Policy void or otherwise unenforceable, the other provisions shall remain in full effect.

K. Regardless of the language of the Governing Documents, § 38-33.3-101, *et seq.* C.R.S. states that the Governing Documents are superseded by the following:

1. Owner(s) and occupant(s) may display on their property, in their windows, or on the balconies adjoining their units, American flags no larger than 4 feet by 6 feet and install flagpoles of no greater height than 12 feet.

2. Owner(s) and occupant(s) may display on the inside of the unit's window or door a service flag (sometimes called blue star or gold star banner) of no more than 20 inches by 30 inches indicating the military service of a member of the owner's or occupant's immediate family during a time of war or armed conflict.

3. Owner(s) or occupant(s) may display one political sign on the owner's sole property or in the unit's window for each contested election and ballot issue from 45 days before through 7 days after election up to the size and number of signs allowed by the local municipal or county ordinance. If there is no such ordinance, each sign shall be no larger than 36 inches by 48 inches.

4. An occupant who is bona fide member of a volunteer fire department, and an occupant who is employed by a primary provider of emergency fire fighting, law enforcement, ambulance, or emergency medical services, may park an emergency vehicle bearing an official emblem and weighing less than 10,000 pounds on the common interest community when it does not bar emergency access or other owners' reasonable use of streets, driveways, or guest parking spaces.