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# **Broadmoorings Condominium Association, Inc.**

## **Condominium Owner's Information And Rules and Regulations**

### **The Condominium Association Board of Directors**

Living in a condominium community, many services and maintenance items are performed through the Condominium Association Board of Directors. The Board is the governing body of our complex and is composed of owners like you. The Declarations and Bylaws provide the Board of Directors to be responsible for the management of the Association. The Association has hired a management company that oversees the complex. The Management Company handles the daily business and is entrusted to collect dues, pay bills and oversee maintenance. The Association holds one general meeting in the Fall for the purpose of electing Board Members for the coming year. All residents are strongly encouraged to attend the general meeting. Only condominium owners have voting privileges. The Board of Directors holds a monthly meeting in the Clubhouse on the second Tuesday of the month at 6:30PM. All owners are welcome to attend. If an owner or a resident would like to discuss a particular issue, he or she should make a request in writing by the 20<sup>th</sup> of the month, prior to the meeting, and mail it or email it to the Management Company. We take great pride in the maintenance plan that makes this complex so attractive. Your dues are used to maintain the complex and we do appreciate your timely payments. This information has been compiled for your convenience. Please refer to it before making any calls to the management office.

### **Automatic Payment of Dues**

Any owner may have their monthly condominium dues paid by electronic funds transfer. There is no charge to the owner for this service, and the Board recommends its use to protect against late fees and other charges. If you are interested in using this service, please contact the Management Company.

### **Postal Service**

Mailboxes are not the property of the Association. They are the property of the United States Postal Service. If you move, please contact the Cheyenne Mountain Postal station (ZIP Code 80906) at 1540 S. Eighth Street for changes in mail service. To obtain keys to boxes assigned to you contact the same Post Office. The phone number for the Post Office is (719) 326-0611.

### **Services Provided by the Association**

The following services are paid for from the monthly dues.

#### **Water and Waste Water**

Water from the City of Colorado Springs is provided to each unit for domestic use. Water is also provided for the swimming pool and for summer irrigation of the common turf, trees and shrubs. Waste water (sewage) fees are also included in this expense. This is the single largest operating expense for the Association. The Storm Water Fee is the responsibility of each homeowner.

#### **Cable Television Service**

Comcast Communications provides cable service to the Association at a discounted rate. You must have a cable-ready television or arrange with Comcast to obtain a decoder box. It is your responsibility to arrange and pay for additional premium channels. For any cable services or problems, contact Comcast at 1-888-

824-4010. The Account Number is 821149001242367. Any annual rate increase by Comcast will be reflected in the annual homeowner's dues.

### **Insurance**

The Association provides a master insurance policy. Residents are strongly advised to obtain coverage for their personal liability and personal property needs. Contact the Management Company for information on the insurance agent handling the Association's policy. Owners are encouraged to include adequate "assessed loss" coverage to their policy to cover a significant insured loss suffered by the Association which is not completely covered by its insurance.

### **Trash Removal**

There are a total of nine (9) dumpsters located throughout the community for the exclusive use of its residents. Please place all trash in a bag before placing it in the dumpster. Break down all boxes and place them in the dumpster. Do not allow others to use the community dumpsters. Do not bring refuse from outside the community to be disposed of in the dumpsters. Trash is removed twice a week. Use the dumpster nearest the building in which you live. If the dumpsters are full, DO NOT overload them or set the trash next to the dumpsters. The lids must be able to close. If the dumpster is too full, please take the trash to the next nearest dumpster. The Association does not provide for recycling. If a resident wishes to recycle, check the telephone yellow pages for local companies. No liquids or hazardous materials are permitted in the dumpsters. El Paso County provides an annual hazardous waste drop off day. Notices of the time and location of these drop-off days are published in the Gazette. There is also a hazardous waste dumping station provided by El Paso County.

### **Exterior Lighting**

The Management Company arranges for regular inspections of the complex to ensure the sensor-controlled lights on your front patio and garage are working. Light bulbs that are on sensors will be replaced along with any damaged fixtures serviced by the Association. Any lights that are not functioning should be reported to the Management Company.

### **Exterior Building Maintenance**

The Association is responsible for all exterior building maintenance. This includes roofs, siding, stucco, railing, steps, porches, exterior lights. Repairs and preventative maintenance are performed as needed. If you note a problem or needed repair, please put it in writing (in as much detail as possible) and send it to the Management Company.

### **Landscaping**

A private company is hired to take care of the lawn, trees, mowing, watering, aerating, tree and shrub planting and maintenance of the grounds. They are instructed to take direction only from the Management Company.

### **Snow Removal**

The Association contracts with a private company for snow removal. Snow accumulation of one inch will usually start the removal process for steps and sidewalks. For the roads, about two inches and/or the threat of continuing snow will bring out the snowplows. Be sure that vehicles are off the roads and in garages to avoid being plowed in. The exposed stairs and entry access in the wood units take priority so residents can reach their garages safely. For light snow, please do not hesitate to employ a broom or shovel for your individual areas. The stucco buildings facing north take priority for plowing because the sun does not melt snow in those areas. In the event of very heavy accumulation, removal operations may be delayed because of the demands on removal crews. In the winter, there are blue buckets of sand throughout the complex. These are provided for your use. Please feel free to scatter a little along your driveway or sidewalk if the

condition is dangerous. Please do not use these buckets for trash or cigarette butts. Also, only spread the necessary amount as sand buildup can cause damage to the roads over long periods of time.

It is the responsibility of the resident to remove snow from their individual patio or deck as soon as possible. Some buildings with upper decks over lower decks must remove this snow to prevent dangerous conditions caused by melting snow freezing on the patio or deck below.

### **Common Association Facilities**

Association dues also cover all exterior and interior maintenance costs of the following common facilities:

- Clubhouse
- Association Office
- Pool (and areas within the pool, fence and furniture)
- Trash Dumpster enclosures
- Postal Service enclosures
- Garage access doors and hallways that service more than one unit. It is the responsibility of the residents in the original brown buildings to take of the cleaning of the common stairwells leading to the garages.

### **Services NOT Provided by the Association**

The Association does NOT maintain the following:

1. Doors (dedicated to a single unit)
2. Windows
3. Screens
4. Lighting (non-sensor controlled)
5. Hot water heaters
6. Furnaces
7. Common Garage Area (including garage doors and openers)
8. Plumbing and Venting (dedicated to a single unit)
9. Electricity and Gas services. Owners must maintain electricity and gas services to their units at all times. Failure to do so can result in frozen/broken pipes in the winter, and/or result in areas of the property becoming unlit and presenting a safety issue. Homeowners who do not follow these rules will be assessed if damage occurs.
10. Removal of birds or small animals that get into vents and/or fireplaces.

### **Signs**

One (1) sign of not more than five (5) square feet per Condominium unit advertising the unit is for sale or for rent may be made visible from the unit, and may not be placed in or on any common elements without the prior written approval of the Association.

### Leases

All owners who rent their units are required, by the Declarations, to provide the Association, through the Management Company, the owner's current address and phone number. All owners are also required to provide the Association the name and phone number of their tenant and management entity. The Association must have current and accurate contact information to maintain a safe and secure community. Any owner who does not comply with this regulation may be subject to fines as stated in the Declarations.

**Owners who rent their units are financially responsible to the Association for any and all damages to the Broadmoorings property by their tenants, their tenant's guests and invitees. Rules and regulations for renters are the same as for owners. If an owner receives a Broadmoorings Non-Compliance Notice with a fine attached and we do not receive payment from you within 30 days as stated in the Declarations, the fine will become part of the owner's dues obligations. All parties who receive Non-Compliance Notices are given the opportunity to be heard by the Board.**

All leases should be in writing and a copy should be submitted to the Management Company and should include a statement to the following effect: "Lessee agrees to abide by all declarations, rules and regulations of the Association." It is the responsibility of each owner-leaser to provide current contract information for each lessee to the Management Company for emergency purposes.

### Pest and Wildlife Policy

The extermination of pests by the Association is determined by the type of pest. The following guidelines apply:

- The Association will pay for the extermination of pests which are a danger to the physical property such as termites, pine beetles and rodents.
- The Board of Directors reserves the right to determine the type of pests to be exterminated at the Association's expense.
- The Association will not pay for the extermination of interior or exterior pests that do not represent a danger to property or to the community, such as ants, roaches, fleas, etc.
- The Association will not be responsible for eradication of stinging and biting insects unless there is a nest present and it is located near an entry of the home. To eliminate such nests, a specific request must be made by an owner or resident.
- The Association may pay for the extermination of some types of external pests at the direction of the Board of Directors. The Board reserves the right to determine the level of the Association's responsibility to pay for any extermination.

The Association is not responsible for extermination undertaken by a homeowner or resident without Board or Management Company approval.

The Association does not provide for wildlife control in or near the community. Residents who feel threatened by wildlife should contact the Colorado Division of Wildlife or the Humane Society. The Association will remove wildlife from the community if it has made residence within the community.

The Association will, in selected circumstances, control bird life if buildings are being damaged. The Association will remove animals that have entered into attics. The Association does not remove birds from fireplaces, chimney and vents as the maintenance of these items is the responsibility of the Condominium owner. A homeowner may put wire screens on top of their chimney and in vents at the homeowner's expense. Residents are discouraged from placing bird feeders on or near building as these attract birds which can damage the landscaping and the buildings.

## Rules Regarding Pets

**1. Restrictions on Dogs.** Any unregistered dog in excess of 30 pounds shall be completely and absolutely prohibited from Broadmoorings Condominium Association, even if located within a Condominium Unit and certainly located on the Common Elements. Any person violating this Rule or bringing a non-registered dog into the Association shall be subject to fines and legal action, and agrees that the Association may take whatever means are necessary to remove the dog, including without limitation, use of private dog catchers and entry into any Common Element.

Additionally:

- a. Each unit is limited to one (1) dog whose mature weight is less than thirty (30) pounds.
- b. No dog shall be chained or tethered outside any Condominium Unit or tied or chained to any balconies, patios or other parts of the Condominium Project, or otherwise left unattended.
- c. Residents must keep their dogs on a leash at all times on the common grounds.
- d. No dog shall be permitted to bark, howl or otherwise create any obnoxious sound, odor or disturbance.
- e. Visiting dogs are subject to the same rules as dogs in residence.

### **2. Regulation of All Pets**

- a. No pet shall be permitted to run loose around the building or grounds.
- b. No pet shall be permitted to defecate on the walks, driveways, landscape areas, elsewhere about the buildings and grounds of the Association without it being cleaned up immediately.
- c. Any pet damage to grass, trees, shrubs, or any other portion of the Common Elements of the Association shall be the responsibility of the Condominium owner with which the pet is associated.
- d. Pets may not be left unattended on the balcony or porch of any home.
- e. Pets may not be fed, watered or left unattended within a common garage.
- f. No pet(s) shall be kept for the purpose of breeding, boarding or commercial purposes.

### **3. Owner Duties**

- a. The owner of a pet shall assume any and all liability for the pet and its compliance with the Declarations, these Rules and any future rules adopted by the Board.
- b. The owner of a pet hereby releases the Association, its agents and representatives, from any claims regarding such pet and shall indemnify and hold the Association, its agents and representatives, harmless from any and all liability for bites, enforcements of rules, injuries, damages, claims or expenses, including without limitation, reasonable attorney's fees, relating to the pet.
- c. The owner of a pet shall insure that it is kept in a clean, quiet and controlled condition.
- d. The owner of a pet agrees that the Association shall have the right to require the immediate removal of the pet if there is a violation of the Declaration or Rules or any future rule associated with pets.

- e. Each owner of a Condominium Unit shall advise his or her guests, occupants, and tenants of the Declarations, these Rules and any future rules, and the owner shall be responsible for compliance by such people including without limitation, the payment of fines and the removal of any person's pet(s) from the premises if violations occur. Any person entering the Association shall be deemed to be aware of the Declarations, these Rules and future rules and to agree to comply fully and promptly with these requirements.

#### **4. Fines**

Any owner who violates this Rule of the Declaration or any future rules shall be subject to a fine of \$50.00 per occurrence or violation, with the recurring fine assessed until the owner complies with the Association requests. Owners of Condominium Units shall be responsible for the compliance and fines of their tenants, occupants and guests. In addition, the Association may suspend voting rights and may exercise other rights and remedies, as well as taking legal action, including recovery of costs, expenses and reasonable attorney fees. Owners who receive fines will be given an opportunity to appeal the fine at a meeting of the Board, with the Board having the power of final decision on such appeal.

#### **Clubhouse**

The Association maintains a clubhouse for the use and enjoyment of all residents.

This facility has a sink, garbage disposal, refrigerator/freezer, fireplace (bring your own wood), microwave, and tables and chairs to seat approximately 25 people.

In order to reserve the Clubhouse, call the Management Company and they will provide information on making reservations. There is a charge of \$30 for reserving the Clubhouse for a function. There is a deposit for use of the Clubhouse of \$150.00. The deposit will be returned in full if the Clubhouse is left in the same condition prior to use. The reservation is not final until the fees are paid. The available hours are from 8:00 a.m. to 10:00 p.m.

Reserving the clubhouse does not give you exclusive rights to the pool during the time of the reservation. The pool will remain open to all who are authorized to use it.

Any dishonored check will have an additional fee of \$20.00 and the reservation will be revoked.

The Association does not condone the use of alcohol on its premises. Owners, residents and guests use alcohol at their own risk.

#### **Pool**

The Pool is generally opened on Memorial Day and closes on Labor Day. Poolside furniture is provided for resident's use. Hours are posted on the pool gates.

Pool keys are issued for a deposit of \$25.00 and will be refunded when the key is returned. Tags must remain on the key. KEYS ARE NOT TO BE DUPLICATED.

Requests for pool keys can be made through the Management Company. Keys will not be issued if the owner's account is delinquent. Pool rules are on a form that will be completed at the time the key is issued. Only one key per unit will be issued. Pool privileges will be revoked if the rules are not followed.

#### **Temporary Air Conditioners**

The use of temporary air conditions is allowed from the beginning of Daylight Savings Time until its end and is subject to the following requirements:

- The unit must be of the portable type that does not require any additional mounting to the building.
- The unit should be a neutral color (white, tan or gray).
- The unit cannot protrude outside of the window more than twelve (12) inches.
- The unit may not exceed more than 55 decibels of noise at your closest neighbor's residence.

### **Barbeque Grills**

Only Barbeque Grills that use Propane bottles are allowed at Broadmoorings. No charcoal or pellet grills are permitted. A propane bottle containing one pound of propane or less may be used on grills on back decks. Propane cylinders that weigh greater than one pound and not exceeding 20 pounds may only be used on the front decks that are easily accessible by the Fire Department. These are the specifications given to Broadmoorings by the Colorado Springs Fire Department.

### **Parking**

1. **Policy.** The Association's parking policy is to have all residents park within the garages allocated to their Condominium Unit. This is the space purchased or leased for vehicles and it is known at the time of purchase or lease. Regular parking of residents' vehicles in outside guest spaces is not allowed. Parking of commercial vehicles is prohibited by the Declarations. In the past, these provisions have been waived in certain limited and specific cases. The existence of these limited waivers is not grounds for granting waivers in the future.
2. **Prohibition of Parking Outside Garages.** All residents' vehicles must be parked within the confines of their garages. Modifications to garage structures or storage of personal items in garages shall not be deemed sufficient reasons to allow residents to park outside their garage. Similarly, owners who have purchased oversized vehicles which will not fit in garages for any reason are not entitled to common areas parking by virtue of having an oversized vehicle. Residents having too many vehicles to fit in their allocated garage space are likewise not entitled to outside common parking spaces.
3. **Temporary Parking Behind Garages.** The only time a vehicle may be parked behind a garage is if a resident is actively working in or cleaning their garage; he or she may park behind their garage for a period not to exceed three (3) hours. When a vehicle is temporarily parked behind a garage, the resident must be available to move the vehicle immediately if requested by any Federal, State, Local or Association personnel. In the event the resident is not available to move the vehicle immediately upon request or cannot be contacted, the vehicle will be subject to immediate towing without warning at the owner's expense. If the Board determines, in its sole discretion, that a resident is violating the spirit of this provision, it may prohibit parking behind the resident's garage entirely and fine the unit owner.
4. **Guest Parking.**
  - a. No resident shall park his/her vehicle in guest parking for a period of more than one (1) hour.
  - b. If you intend to have a guest for more than 3 (three) consecutive nights, you will need to submit a request for a parking exception from the Management Company. Parking exceptions will be granted for limited periods of time.
  - c. Guest vehicles are not permitted to park behind garages in any circumstances other than loading and unloading.

- d. Guest vehicles are defined as those vehicles that will be parking in the Association for a period of fewer than 15 days. Any vehicle parking in the community for more than this will be considered a resident vehicle and is subject to resident vehicle rules.
  - e. Residents having guests for periods longer than 14 consecutive days or other emergency extenuating circumstances may request a temporary outside parking permit from the Board at whose sole discretion it may be granted. The duration of the permit will be limited and the cost of such permit will be \$100 per month payable in advance. There will be no pro-ration or refund of this fee. For details contact the Management Company.
5. **Off Street Parking.** Vehicles are not permitted to park for any period of time along roadways or in any location not designated as a parking spot.
6. **Fire Lanes.** Any vehicle parked in any fire lane for any period of time is subject to immediate towing, without warning, at the owner's expense. In addition, regardless of who owns the vehicle, if the Board can determine that any resident is parking in the fire lane or allowing guests to use fire lanes for parking, that resident and the unit owner shall be subject to fines. To not be considered parking in a fire lane, a vehicle must be actively attended with the engine running and the hazard lights blinking.
7. **Storage.** Any vehicle, whether a resident's vehicle or that of a visitor, shall be considered as stored and subject to towing if it has not been driven off the property under its own propulsion for a period of two weeks or longer. For the purpose of this section, "driven off the property," means that the vehicle is off the property for a period of at least eight (8) hours before being parked back in the Common Area.
8. **Inoperable or Restricted Vehicles.**
- a. Any vehicle that is not registered or insured or is not maintained to the point where the Board, in its sole discretions, considered the vehicle a "junk" vehicle is strictly prohibited from being parked in any Common Area.
  - b. Any vehicle classified as, or resembling, a motor home, recreation vehicle, trailer, boat, self contained motorized recreational vehicle, camper, horse trailer or other similar vehicle shall be prohibited from parking on the property unless it is being actively loaded or unloaded. In no event shall any such vehicle be on the property for a period of more than 12 hours.
9. **Parking Fines.** Any owner, occupant or other person who violates these Rules, shall be subject to a fine of \$50.00 per occurrence of violation, with recurring fines assessed until the owner complies with the Association's requests. Owners of Condominium Units shall be responsible for the compliance and fines of their tenants, occupants and guests. In addition, the Association may suspend voting rights, revoke parking privileges and exercise other rights and remedies including, but not limited to, taking legal action, recovering costs, expenses and reasonable attorney fees.
10. **Car Washing Rule.** Car washing is not permitted in the Association. This includes bicycles and motorcycles, or any other vehicle or transportation device. The reason for this is the water at Broadmoorings is paid for by all residents of the Association. It is a common expense and the result of car washing is one or more individuals increasing the water expense for all. There are publicly available establishments that may be used for this purpose which will enable the user to be solely responsible for those incurred expenses.

#### **Garages and Garage Doors**

Garages in the original (brown) buildings are considered COMMON areas and as such the Home Owner's Association has established rules concerning their use. Please remember to keep all doors closed and locked. An open garage door is an open invitation to theft.

## COMMON Garage Rules:

NEVER allow vehicles to run with garage door closed. Once a vehicle has been started it should be moved out and away from the garage immediately. It only takes a few minutes for fumes to seep in to living areas.

Automatic garage doors should be kept completely closed after moving cars in or out. Those residents who have the garage space closest to the center stairway must maintain a walkway no less than 30 inches between all vehicles and the garage door so as to allow their neighbor to pass behind vehicles and access the common steps.

Garages are to be used for vehicles. Too much storage is not an excuse for parking vehicles outside of garages.

Doors accessing the furnace rooms must not be blocked nor should the furnace rooms be used for storage.

Doors at the top of stairways must be left closed and locked and all lights should be turned off.

Working on vehicles is PROHIBITED. Any actions that cause excess noise, fumes or create a nuisance will NOT be allowed.

If you are in violation of Association rules you will be given a warning. If the violation continues, a notice of non-compliance will be given and fines may occur.

**It is commonly agreed that having vehicles off our streets and parked in garages adds great deal of beauty and safety to our community. Vehicles left outside and unmoved for more than 24 hours can be towed. Please use your garage for its intended purpose – vehicle parking.**

### Utilities

During winter months, furnaces will remain on with thermostats set to insure adequate temperature to prevent plumbing from freezing. Damage to your unit and/or other units resulting from burst pipes will be the responsibility of unit owners who do not observe this requirement.

### Nuisances

Article 12.10 of the Braodmoorings Condominium Association states that “No nuisances shall be allowed on the property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful enjoyment or possession and proper use of the complex by its residents. All parts of the complex shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate.”

### Collection Policy

Dues payments are due by the first of each month. A dues payment is late if received after the 10<sup>th</sup> day of the month. A late fee of \$20 will be charged to accounts not brought current by the 10<sup>th</sup>.

Any account not fully paid within ten (10) days of the due date shall also bear interest from the due date at a rate of eighteen (18%) percent per annum.

A statement of account shall be sent 30 days after the due date to all Owners having an outstanding balance on their accounts, indicating late fees or other charges.

All accounts that have an outstanding balance 60 days after the dues date shall be given written notice (the “Second Notice”) by certified mail, return receipt requested. If the assessment is not paid within ten (10) days of the Second Notice, the Association may file an Assessment Lien against the properties have

delinquent accounts. The cost of such filing and all other collections costs shall be added to the delinquent owner's account.

Failure to make payment within 60 days of the due date shall cause the total amount of assessment for the remainder of that fiscal year to be come immediately due and payable at the option of the Board.

Late Fees and interest shall continue to be assessed monthly following mailing of the second notice until the account is brought current.

All payments received on account shall be credited to the appropriate member account as of the date received. Payments received on the weekend or on a holiday shall be acknowledged the following business day. Payments shall be applied to late charge(s), interest, and any other costs or fees, and then to the assessment payment due.

#### **Dispute Resolution Policy**

The Association has adopted a Dispute Resolution Policy. Contact the Management Company for information regarding details of the Dispute Resolution Policy and Procedure.