

COURTESY RULES FOR EVERGREEN HOA

As of March 27, 2019

Regarding Pets:

No animals or pets of any nature shall be allowed, kept or maintained at Evergreen Condominiums with the exception that each unit Owner whose name or names are on the deed (including partners in a partnership or other corporate representatives in the case of corporate ownership) or the Owner's immediate family (immediate family is defined as parents, children and/or their spouses and grandchildren), provided that the Owner or immediate family are in residence, may keep and maintain up to two (2) dogs or cats so long as each pet is not a nuisance, obnoxious or troublesome to any other unit Owner or occupant. The right to maintain up to two dogs or cats as herein set forth shall be subject to the following conditions and restrictions. Violations will be subject to fines assessed to the Condominium Unit Owner or Owners per Colorado laws and the governing documents of the Association.

- A. The Owner shall assume full responsibility and liability for any damage to persons or property caused by their pet. An additional cleaning fee may be charged to the Owner as applicable in the event the on-site Manager deems such fee(s) are necessary due to the extra time spent cleaning up after the pet (dog waste or other issues) either in the unit or in the common elements.
- B. Owners must be present when animals are outside of individual units and on Evergreen property.
- C. Guests, invitees and lessees of unit Owner shall not be permitted to keep or maintain any pets on the condominium property. Individual unit Owners shall not allow guests, invitees and lessees to keep pets. Short term guest/renters shall not maintain pets on the condominium property. If an Owner's guest or renter brings a pet (dog, cat) to the condo complex/unit, the Board authorizes the on-site Manager to provide the Owner's guest or renter along with the Owner a notice of violation to the pet policy. If after this notice the pet is not removed within 24 hours, the Owner of the unit, upon notice and an opportunity for a hearing, may be fined one hundred dollars (\$100.00) per day until the pet is removed.
- D. Subcontractors of unit Owners or managing company shall not maintain any pets on the condominium property.
- E. All dogs are required to be on a leash while on association property. Pets not on a leash will be reported to local authorities and will be subject to pick up and fines.
- F. Each pet owner is responsible for picking up their pets' waste.
- G. The right to keep or maintain a pet upon the condominium property is subject to revocation and termination by the Evergreen Board upon its sole determination that such pet is either vicious, annoying or a nuisance to other Owners or occupants. The Evergreen Board will notify an Owner in writing of the revocation of his or her right to have a pet on the condominium property and the reason(s) therefore.

H. All Owners must notify the on-site Manager in writing before keeping or maintaining a pet upon the condominium property together with the dates of arrival and departure of the pet. A photo of the pet and the pet's name is to be emailed to the on-site Manager along with documentation of current shots/vaccines.

I. The provisions of these rules and regulations shall be strictly enforced by the on-site Manager together with the Board of the Evergreen Condominium Association.

J. Exceptions to this policy may be made for service or support animals with proper documentation, in accordance with Federal law.

All Owners, Owner guests, and Rental guests shall observe 10PM to 8AM quiet time hours.

Excessively loud noise or music will not be allowed at any time.

Laundry hours are 8AM to 10PM.

Sauna and Hot tub area hours are 10AM to 10PM.

All Units shall maintain a minimum of 50 degrees' year round.

All utilities and pipes unique to an individual unit shall be the responsibility of that unit. Utilities and pipes shared by 2 or more units or common areas are the responsibility of the HOA.

All vehicles in the parking areas must be properly licensed and in good repair so they may be moved under their own power when requested.

When requested, or by posted notice, all vehicles will be moved as by request or notice, or be towed at the vehicle owner or vehicle renters expense.

All vehicles will have a proper parking permit indicating the Unit number, (and departure date for rentals), displayed to be easily seen when in the parking areas. Vehicles without a proper permit will be towed at the vehicle owner or vehicle renter's expense. **No more than 2 permits will be issued to any Unit for a given time period. No more than one vehicle (trailer etc.) per unit shall be parked in the rear parking area, surplus vehicles shall be subject to towing. All others shall be parked in the front parking area. It is the responsibility of the unit owners to make their guests and rental agent (Management Company) aware of the parking requirements. Use of the parking lots by Owners or Guests, while not actually staying in the buildings, is prohibited.**

No Owner, Owner guest, Rental guest, or Owner employee (Management Company) shall cause a restriction of emergency egress of any common hall or stairwells. Placement of trash, personal items or any other obstruction will be remedied by the Manager, and all time, damage, and/or carpet cleaning will be charged to the Unit Owner. Storage of personal items, renovation items, etc., in the common areas or grounds, with the exception of properly permitted vehicles, trailers, etc., shall not be allowed without the prior approval of the HOA President, Vice President, or the Manager. Common area trash cans are not for Unit trash. All Unit trash shall be properly disposed of in the dumpster not next to it.

The above remedies apply. Unit renovation debris is the responsibility of the unit owner and will not be put in the common dumpster.

All decks will be kept clean and orderly. Chairs, tables and electric grills are allowed on decks. Temporary storage of the following items is allowed on the balconies or decks: Bicycles (properly cleaned before being brought into the buildings), clothing, flowers, fishing equipment, skis, snowboards, etc. all placed inside the deck area, holiday lights, unobtrusive decorations, and temporary storage items must not detract from the overall appearance of the property. Satellite dishes up to a maximum of one meter in diameter can be placed on the limited common deck or balcony upon the Owner requesting permission from the board. The satellite dish must be painted to match the building and cannot be attached to the Common Elements of the building walls, balcony, deck, or roof.

The following items are not allowed on the decks: 1. Gas grills, charcoal grills or any heat source with a standing flame. 2. Tents, sleeping bags. 3. Visible signs on the property. 4. Kayaks, canoes, and other bulky sporting equipment. 5. Engine parts, tires, wheels, etc. 6. Remodeling equipment, tools, saws, tile saws, etc., 7. Firewood in non-designated areas. 8. Satellite dishes and anything else determined to be a nuisance or obtrusive by the HOA Board or the Manager, 9. Rope and pulley systems. 10. Any items hanging from or over the rails on the balconies or decks.

The Evergreen BOD are MANDATING the following prior to the installation of any new Vinyl, Wood, Tile, Carpet, or other floor coverings in ALL units. Units above a crawlspace are exempt.

The existing plywood subfloor shall be reattached to the floor joists using #8x2" brass, course thread screws, installed @ 8" to 10" centers, except at the joints of 2 sheets and corners, where the screws should be installed @ 4" centers. Once the subfloor is reattached, a layer of ECORE QT4005 underlayment shall be installed. Installation shall include the underlayment being glued per manufacturer specifications with the proper adhesive and the joints taped. For SPECIFIC coverings that the ECORE does not work, KALM by IVC with a STC rating of .66 is also approved. Reattachment of the subfloor does not apply to REDSTONE.

Once the underlayment is installed, the flooring (Tile, Wood, Carpet, etc.) may be installed in the normal way. For additional cushion and sound dampening, a pad should be installed on top of the underlayment prior to laying new carpet.

Except as already specified, failure to comply with the Evergreen HOA Courtesy Rules will result in the following fines and or penalties.

FINES

Step 1-When a violation is detected, a verbal or written warning will be given to the violator with a time frame to fix the violation. This warning will come from a HOA Board member or the Manager.

Step 2-Failure to comply with Step 1 will result in a fine levied against the Unit Owner as stipulated in the Responsible Governance policies of the EVERGREEN HOA.

PENALTIES

The Unit Owner will lose all voting rights and standing within the HOA until violations are corrected and fines paid. In addition, a Lien may be filed against the Unit to recover any unpaid fines.

The HOA President, Vice President or Manager may grant temporary relief from the above rules. Relief from fines or penalties may only be determined by a majority vote of the HOA Board.

USE OF INSURANCE PAYMENTS FOR BUILDING REPLACEMENT

All insurance payments for a major loss to the HOA shall be applied as stated in the governing documents. Any additional monies, beyond the total insurance payment, allocated for the repairs of such loss, must be approved by 80% of the HOA membership before the HOA BOARD may approve such funds. Once approved and adopted by the HOA board this rule may not be changed or removed without 80% of the HOA membership approval.