

Quail's Nest Condominium Owner's Association

RULES AND REGULATIONS

Revised January 1, 2019

PER QUAIL'S NEST CONDOMINIUM OWNER'S ASSOCIATION RESOLUTIONS THE FIRST INFRACTION OF ANY PROPERTY RULE WILL BE A WARNING LETTER, THE SECOND INFRACTION OF THE SAME PROPERTY RULE WILL BE A FINE OF \$25 AND THEN THIRD INFRACTION OF THE SAME PROPERTY RULE WILL BE A FINE OF \$75.

I. Information *A form will be sent out once a year that is required to be returned.

1. Each owner must supply the association with the name, address, phone number and account number of the primary mortgage holders.
2. Each owner must supply the association with a copy of the declarations page of their homeowner's insurance policy that meets the minimum requirements for insurance. (See section II, number 2)
3. Each owner must supply the association with the names and phone numbers of all tenants in their unit.
4. Each unit owner must submit a copy of vaccination records for any dogs that reside at QNCA.
5. Each unit owner must provide a copy of the vehicle registration for all primary vehicles regularly parked in the parking lot.
6. If there are any changes to the above information, the association must be informed within 10 days of such changes.

II. Insurance

1. The association carries insurance policies that cover only the property and the structure from studs out on the buildings. Each owner is required to carry an insurance policy that covers the inside of your unit (including electrical and plumbing components) out to the studs.
2. Each unit owner is required to carry a homeowner's insurance policy; Liability coverage, personal property coverage and deductibles are at the discretion of each unit owner.

III. Books and Records

1. All books and records for QNCA HOA will be reasonably available and kept for review/copy by any interested person, with 5 days advance notice. The request is to be submitted in writing, in good faith for a proper purpose. The request must include the records you are seeking for review/copy and the purpose for your request.

A. All copies are \$0.10 per page.

IV. Items in Common Areas **Common areas are defined as any property outside your front door.

1. Nothing is to be displayed outside the unit without board approval. Flowers/plantings and all patio furniture must have written approval by the board PRIOR to display.
2. Laundry is never to be hung outside the unit at any time under any circumstances.
3. Nothing is to be stored outside your unit on balconies, on front patios, under the balconies in the backyard or under the stairs at any time.
4. Any items found stored outside are subject to disposal by the board and/or property manager. Your account will be assessed fines as well as the cost to dispose of property.
5. Any property displayed by QNCA must remain where it is placed. If property is moved or disappears, the unit owner's account will be charged for replacement of furniture.

V. Play Area and Toys

1. Children may not play in the laundry rooms, stairs, balconies, sidewalks, or parking lot.
2. Children may be at play in the backyard or in the grass located in the front of buildings.
3. Bicycles, skateboards, roller skates, in line skates, mopeds, electrical scooters and etc. are prohibited on the sidewalks and the parking lot.
4. No toys, with the exception of bicycles, may be stored outside the condominium unit. Toys left outside overnight are subject to disposal by board members and/or property manager.
 - A. Bicycles must be properly stored in the rear of the building on the provided bike rack. (Currently located behind 3745).
 - B. Bicycles improperly stored are subject to disposal by board members and/or property manager.
5. Per insurance, children's swimming pools and wading pools are not permitted.

VI. Pets

1. Dangerous or aggressive animals are not permitted to be kept in any unit, nor on any common area. *Aggressive animals are established as such by a court judgment, not by HOA members.
2. All pets must be firmly held on a leash when not enclosed in a condominium unit or vehicle.
3. Pets shall not be staked or chained in common areas.

4. Dog and cat owners are responsible for their pets, including all damages to common areas and/or any other unit(s).
5. Nuisance and roaming animals will be turned over to Table Mountain Animal Shelter upon 3 separate complaints.
6. All dogs must be licensed with Jefferson County and up to date on all vaccines.

VII. Trash

1. All trash must be bagged, tied and disposed of **INSIDE** of the dumpster provided at the South end of the parking lot.
2. Do not dispose of trash outside the dumpster or pile it inside of the enclosure. Only common household trash is to be placed in the dumpster. Hauling and dumping of oversized items is the responsibility of the tenant/owner. Couches, beds, chairs and other miscellaneous furniture or appliances and other oversized items are not to be disposed of in the dumpster. The cost of disposing of these items, in addition to a fine will be assessed to the unit owner's account. *The association retains the right to periodically dispose of larger items, especially those associated with ongoing projects and the maintenance and upkeep of Quail's Nest. *Any fees assessed to the association by Waste Management will be passed on to the owners of the unit responsible for said fees.
3. No garbage or trash, in or out of containers, is allowed near doorways or on decks of condos. Any unit that has trash that has set outside longer than 12 hours will be fined.
4. Littering is not permitted in any way, shape, or form. This includes cigarette butts; they are to be disposed of in a trash receptacle, not on the decks, sidewalks, lawns, gravel, rocks and/or parking lot.
5. **DO NOT** use the dumpster at the North end of the parking lot; it does not belong to QNCA.

VIII. Parking and Vehicles

1. Quail's Nest Community is **PERMIT PARKING ONLY** effective January 1, 2019. Residents are required to register their vehicles with Realty One, Inc., Managing Agent. Each unit will receive one (1) parking permit. The remaining parking permits for available parking spaces will be issued at an annual lottery draw, January 1. If any unit has received violations, or has a past due account, during the year, it will not be allowed to participate in the following year's lottery draw. For any new owner of a unit during the calendar year, the parking permit(s) assigned to that unit will remain with the unit until the next lottery draw.
2. The parking lot will be monitored on a daily basis for violators. Any vehicle parked in the parking lot of the Quail's Nest Community must have the parking permit displayed in the lower

left corner of the driver's side of the vehicle. Any vehicle without a parking permit **WILL BE TOWED**. Visitor and Guest Parking is on City Streets.

3. None of the following shall be permitted, placed, parked or maintained on the general common elements of Quail's Nest Community: unlicensed, abandoned, unused, stored, unregistered or inoperable vehicles, boats, trailers, motor homes, campers, snowmobiles, tractor-trailer, trucks (no trucks larger than $\frac{3}{4}$ ton load rating) and no Commercial Markings. Such vehicles shall be subject to towing at the owner's expense.

IX. Nuisances

1. No nuisance shall be allowed within the association grounds nor any use or practice which is the source of annoyance to other residents.
2. All sound sources are to be lowered between the hours of 10PM and 7AM on weekdays and 11PM and 7AM on weekends. This includes vehicle stereos and exhaust systems.
3. All parts of each unit that belong to QNCA HOA shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.
4. Owners and residents shall not permit or commit any nuisance, or illegal act on or about the condominium property.
5. No visual nuisance shall be allowed upon, displayed, or distributed on the external of the condo or property thereof. These nuisances are all objects not association owned or maintained including vehicles. Allowances are made only for properly displayed plants and/or furniture, and properly parked bicycles, or those other items as approved by the board members.
6. A fine is assessed to the unit owner each time the police and/or code enforcement is dispatched to a unit.
 - A. This is exclusive of emergency situations.
 - B. This includes calls placed for non-emergency complaints.
 - C. The board retains the right to call the police/code enforcement for any reason at any time.
*There are no warnings issued for police dispatch for criminal activity, fines automatically assessed.
7. All real estate signs may only be hung on the door of the unit for sale, on the inside of the window of the unit for sale, or on the railing of the unit for sale. All signs placed elsewhere will be removed and disposed of.

8. Smoking is not allowed on the stairs at any time. If you smoke outside of your unit you must do so on the patio exclusive to your unit, on the sidewalk, in the parking lot or anywhere in the backyard.

X. Laundry Rooms

1. Laundry rooms are to be used by the residents of that building only. Please refrain from doing laundry in other buildings.
2. Laundry room hours are from 7AM to 10PM.
3. All laundry is to be removed after a wash/dry cycle in a timely manner (i.e. 30 minutes). All laundry left after 1 hour is subject to disposal either by the property manager or board members.
4. Laundry room must be left in a clean and orderly manner. Please pick up your own trash.
5. Laundry room doors are to be locked at all times, keys are provided to each resident. If a key is lost or misplaced a duplicate may be purchased for \$10.00

XI. Water Leaks and Damages

1. Interior leaks shall be fixed in a timely fashion (i.e. 3 days).
2. The board will authorize commercial repairs and assess the home owners for failure to fix leaks in a timely fashion.
3. You are responsible for any damages caused to ONCA property or any damage caused to neighboring units as a result of your water leak.

XII. Flag Display

1. Unit owners may display the American flag on their property, in a window or on a balcony adjoining the property if the American flag is displayed in a manner consistent with the Federal Flag Code, P.L. 94-344;90 STAT. 810; 4 U.S.C. 4 to 10. *(The Association may adopt reasonable rules regarding placement and manner of display of the American flag and it may regulate the location and size of flagpoles, but the Association shall not prohibit the installation of a flag or flagpole.)*
2. Unit owners may display a service flag, bearing a star denoting the service of the unit owner or a member of the unit owner's immediate family in the active or reserve military service of the United States during time of war or armed conflict, on the inside of a window or door of residence. *(The Association may adopt reasonable rules regarding the size and manner of display of service flags; except the maximum dimensions shall not be less than nine inches by sixteen inches.)*

XIII. Occupancy Density

1. Owners hereby recognize the limitations of the physical common areas and grounds of the association, including but not limited to parking, laundry facilities, garbage disposal, domestic water, etc. Recognizing such limitations, owners realize it is unfair to overburden the assets of the association by allowing uncommonly dense occupancy to occur in any single unit at the expense of all other owners. Owners hereby agree and resolve to set reasonable occupancy limitations for the units of the association, notwithstanding occasional guests that may from time to time cause the limit to be temporarily exceeded or addition of newborn family members. Owners hereby agree and resolve that the single bedroom units (3705 #3, 3725 #3, and 3745 #3) shall not be rented, leased or let in any manner that would cause normal occupancy of any single unit to exceed an agreed upon limit of two (2) people, regardless of age. Furthermore, owners agree and resolve that all other units, also known as "two bedroom units", shall not be rented, leased, or let in any manner that would cause the normal occupancy of any single unit to exceed four (4) people, regardless of age. Owners further agree and resolve that failure to comply with this by-law shall be reason for monthly fines to be assessed to the owner of any unit found in violation of this resolution. Said fines to continue until occupancy of the unit is returned to within the occupancy limits defined above.

XIV. Carbon Monoxide Detectors, Smoke Detectors and Fire Extinguishers

1. Carbon Monoxide Detectors, Smoke Detectors, and Fire Extinguishers: Each unit must be equipped with a minimum of one (1) carbon-monoxide detector, two (2) smoke detectors and one (1) fire extinguisher and they shall be kept in working order at all times.

XV. Enforcement of Covenants and Rules

1. Any unit owner accused of covenant or rule infraction shall be given notice by the association within 15 days of the reported violation. The notice shall state the date, time and place of the infraction; the nature of the infraction; any witnesses to the infraction; and the specific covenant, rule or regulation violated.
2. The Board of Managers shall set a hearing on the matter within a reasonable time to accommodate the schedules of the accused unit owner/tenant, any witnesses, and a majority of the board members. Notice of the hearing date shall be given by regular mail to the unit owner/tenant, witnesses and board members at least 5 days prior to the hearing date.
3. At the hearing the unit owner/tenant or their designated representative shall be given fair and reasonable opportunity to be heard regarding the infraction observing the procedures established by the Board of Managers (Directors) for such hearings.
4. At the conclusion of the hearing, the Board of Managers may upon a majority vote dismiss the violation or may assess a fine at the current rate of \$25 per violation plus reimbursement costs for repairs, replacements, clean-up, or other reasonable costs incurred by the Association as a result of the infraction.
5. If a hearing is held and unit owner/tenant does not appear, fines are automatically assessed.