MOUNTAIN SHADOWS

Boulder Townhouse Corporation – 1409 Bradley Court - Boulder, CO 80305
303-499-0641- BoulderTownhouse@msn.com

Rules and Regulations

Boulder Townhouse Corporation
Organizational Structure

(As set in the Rules and Regulations)

BOULDER TOWNHOUSE CORPORATION
Members (Condominium Owners)
Board of Directors (7 Condominium Owners)
Manager
Maintenance Employees
Vendors
Other Independent Contractors

Mountain Shadows Condominiums Office
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General

Boulder Townhouse Corporation (BTC) is a non-profit corporation, of which the owner/s of each condominium constitute a MEMBER unit. BTC is often referred to as the Association in the Condominium Declaration. Its purpose is to administer the management, maintenance and repair of the buildings, improvements and common elements of Mountain Shadows.

Duties and Responsibilities

More specifically, the principal duties and responsibilities of BTC are:

1. Prepare and adopt the annual operating budget and establish the common expense fee each condominium owner must pay each month.
2. Enforce the Condominium Declaration and other rules and regulations adopted for the operation and use of Mountain Shadows, including the common elements, such as the clubhouse, swimming pool, parking areas, play yard and lawns.
3. Purchase the insurance coverage (see section on insurance) for the buildings and improvements.
4. Employ and supervise the Manager and other necessary staff.
5. Authorize or approve all expenditures relative to the management, maintenance, repair of the buildings, improvements, and common elements of Mountain Shadows that are the responsibility of BTC.
6. Approve proposed tenants in accordance with the rental rules and regulations adopted by the Members.

Members and Voting

Each condominium unit is allotted one membership and one vote at the annual homeowners meeting or specially called general homeowners meeting (see By-Laws Article II Section 3 and Section II Subsection 7). If there is more than one owner of a condominium unit, the vote is divided in the same manner as the ownership of the unit is divided. Members must be current in the payment of common expense fees to quality to vote at a membership meeting. If a member does not plan to attend a meeting, he is encouraged to give a proxy to any other member who is in good standing to vote in his behalf. Since there are 122 members in BTC, a quorum of 62 votes is required to transact official business.

Board of Directors

The duties and responsibilities of BTC are performed by a Board of Directors of seven (7) elected by and from the members (condominium owners). The Board members are elected each year at the annual meeting held on the first Monday in November. To insure continuity of management, three Board members are elected in the even-numbered years for two-year terms, and four Board members are elected in odd-numbered years for two-year terms. The Board of Directors meets monthly on the second Monday of each month and at such other times as necessary.

In addition to the annual meeting of the Members to be held on the first Monday in November each year, other meetings may be called by the President or by petition signed by not less than 2/5 of the members.

By-Laws

By-Laws of BTC and the Condominium Declaration may be obtained from the Manager.

Manager

The Manager is hired by the Board of Directors and reports to and takes directions from the Board. His principal duties and responsibilities include the watering and care of the yards and landscaping; maintenance of the swimming pool, clubhouse, playground area and sprinkler system. He is directed to purchase materials and supplies at best possible prices and to maintain the exterior of buildings with regard to roofing, painting, and general upkeep, including, if necessary, engaging independent contractors, as approved by the Board. He has knowledge of insurance coverage as delineated in Declaration Section VI.

He is responsible for enforcing the rules and regulations adopted by the Members and the Board of Directors of BTC. He employs and supervises the lifeguards, and maintenance employees.

He also accepts, during normal working hours, reservation applications for the private use of the clubhouse by residents. He is on a rigid schedule most of the time in order to see that Mountain Shadows operates efficiently. He is NOT responsible for any repair or replacement work required inside a condominium unit or its patio.

Complaints, Incidents and Repairs

Report immediately to the Manager 303-499-064l

1. Any violation of the rules and regulations.
2. Any needed repair or replacement in the common elements.
3. Any complaints regarding condominium operations or damage to any common elements property or any unusual occurrence therein.

Common Expense Fees

The common expense fees include:

1. The cost of water and sewer for all condominium units as well as the common elements.
2. Removal of trash for <u>all</u> condominium units as well as the common elements.
3. The premium on insurance for <u>all</u> buildings as well as the common elements. See detailed insurance coverage on page 36.
4. The cost of operation, maintenance and repair of the common elements, including the clubhouse, swimming pool, play yard, parking areas,

walkways, lawns and flower beds, as well as the maintenance and repair of the exterior of the buildings in which the condominium units are located.

5. Removal of snow from walks drives and parking areas.
6. The mortgage payments, property taxes, insurance and maintenance of 1405 Bradley North. This unit belongs to the Association.

They do NOT include:

1. Property taxes on your condominium unit nor its portion of the property taxes on the common elements.
2. Electricity or gas for condominium units.
3. Repair or maintenance of the interior of a condominium unit or its patio interior.
4. Replacement of broken windows, screens, and patio doors of condominium units.

How the Common Expense Fee is Determined

The Board of Directors of BTC annually reviews the cost of operating Mountain Shadows and determines major items of repair or maintenance that are required. The total of the operating costs plus the cost of executing major items of repair or maintenance during the ensuing year is then divided over 122 units to obtain the monthly fee. (1405 Bradley North, the Manager's unit, is not included.) If some unforeseen item of repair or maintenance should occur, the Board can require the payment of a special assessment to defray the cost of such expense in addition to the monthly fees.

Payment of Common Expense Fee

Your common expense fee is due and payable to the Boulder Townhouse Corporation, 1409 Bradley Drive, Boulder, CO, 80303 on the FIRST DAY OF EACH MONTH. NO BILL WILL BE SENT. Dues are due on the 1st day of each month. If dues are not received by the 10th of the month, a late fee of $5.00 will be accessed. AS MEMBERS OF THE BOULDER TOWNHOUSE CORPORATION IT IS IMPORTANT FOR YOU TO FULFILL AGREEMENTS, MADE BY YOU WHEN YOU PURCHASED YOUR UNIT, TO PAY DUES FOR UPKEEP AND MANAGEMENT ON TIME. ACCORDING TO CORPORATION BYLAWS, (ARTICLE II SECTION 5). A MEMBER / HOMEOWNER WHO IS NOT IN COMPLIANCE WITH THESE REGULATIONS AND WHO IS DELIQUENT IN FEES AND ASSESSMENTS SHALL CEASE TO BE A MEMBER OF THIS CORPORATION. THIS WOULD PREVENT YOUR ENJOYMENT OF COMMON ELEMENTS AND COMMUNITY AFFAIRS AND COULD ULTIMATELY RESULT IN A LIEN ON YOUR UNIT. NO ONE WANTS THIS, SO PLEASE BE A RESPONSIBLE RESIDENT.

Reserve Fund

In order to minimize the necessity for special assessments, a maintenance reserve fund has been established. Under the present budget, it is contemplated that a portion of the common expense fee can be contributed toward increasing this reserve fund. The fund is deposited in an interest-bearing account to further increase the reserve.

Property Taxes

Each condominium owner must pay the property taxes assessed against his condominium unit that includes 1/123rd of the value of the common elements (clubhouse, pool, courtyard areas, playground, landscaping, etc.)

Remodels/Renovations

Remodeling and renovations to the interior of your condominium may require a building permit. Comply with all city ordinances when making any changes to the interior of your unit.

Any remodeling or renovations that affect the exterior appearance of the unit must have Board approval in writing before work commences (per condominium Declaration Section X paragraph 9).

Insurance

General

BTC purchases physical damage insurance on the buildings housing the condominium units, the clubhouse and its contents, and 1405 Bradley and liability insurance for the protection of BTC. The following reflects our insurance coverage for the association. For further definitions of responsibility see the Declaration Article I subsection B and Article VI for general insurance information.

Physical Damage Insurance

Coverage

A blanket policy on all buildings, including the clubhouse and its contents is maintained by BTC.

Property Covered

Buildings, including carport structures, carport closets, and those sections of patio fences which divide common from limited common areas. For further details see the Declarations Section X Paragraph 12a.

Property not covered in Common Areas

Lawns, trees, shrubbery, landscaping, sidewalks, parking areas.

Property Not Covered in Limited Common Areas

(Limited commons include patio areas, carports and attics [refer Declarations Article I paragraph G(b)]) Lawns, trees, shrubbery, landscaping, sewer access lines from the unit to the main. Additionally owner-installed decks,

greenhouses, fireplaces, skylights, patios including patio walls (as per Declarations Section X paragraph 12a), and personal property are not covered.

Property Not Covered in Condominium Units

Any loss due to negligence or culpable act by homeowner, resident or guest will not be covered by the HOA insurance (as per Declarations Section X paragraph 11).

Paint, wallpaper, carpeting, cabinets, fixtures (including ranges, disposal, dishwashers, hot water heaters, air conditioners and furnaces), plumbing pipes, pressure reducers, furniture, carpets, rugs, draperies, appliances, glassware, silverware, automobiles, motorbikes, bicycles, clothing or other personal property of residents. OWNERS AND TENANTS ARE RESPONSIBLE FOR COVERAGE TO THESE ITEMS THROUGH THEIR OWN PERSONAL PROPERTY POLICIES, INCLUDING SEWER RIDERS IN THE EVENT OF DAMAGE F'ROM BROKEN OR BACKED UP FEEDER PIPES TO INDIVIDUAL UNITS.

Glass Windows and Patio Doors in Condominium Units

Insurance coverage does not extend to breakage or damage to glass windows and patio door in condominium units, unless caused by one of the insured perils. Owners shall be responsible for the cost of replacing glass windows and patio doors.

Principle Perils Insured Against

Fire, lightening, windstorm, hail, explosion, riot, civil commotion, vandalism, malicious mischief, sonic boom, aircraft damage, and vehicle damage done by non-residents.

Principle Perils Not Insured Against

Flood, earthquake, rain, sleet, snow, sand, or dust, unless the buildings have first been breached by windstorm or fire to permit interior damage by rain, sleet, snow, wind or dust.

Reporting and Settlement of Losses

Notify the Manager in the case of a loss on covered property. He is responsible for reporting all claims on covered property to the insurance company. Failure to report immediately may void the insurance contract of BTC. Repair or replacement of the covered property will be coordinated by the Association Manager and the insurance carrier.

Liability Insurance:

BTC carries liability insurance in the amount of One Million Dollars, to protect BTC for any liability for injuries to persons, including death or damage to property of others resulting from negligence of BTC. THIS COVERAGE DOES NOT INCLUDE THE LIABILITY OF ANY OWNER OR RESIDENT FOR INJURY TO PERSONS OR DAMAGE OF FROPERTY. Contact your own insurance agent or company for personal liability protection.

Trash and Recycle Pick-Up

Trash pick-up is not provided by a public agency; therefore, BTC contracts with a private company authorized by the Colorado Public Utilities Commission to perform this service. The cost of this service is included in the monthly common expense fee. The present contractor is required to pick up trash twice weekly (Tuesday and Friday) from the carport closet of each condominium unit as applicable. Additionally, there is a dumpster located in a wooden enclosure east of the playground area on Bradley Drive. This dumpster is for large items. Please make sure the gate, if used is securely closed after use. No toxic items may be left in this dumpster or in private trash. This includes tires, paint, oil, batteries, or chemicals of any kind. Oversized items or furniture may not be put into the dumpster. Such items are charged additional fees and the removal of these must be contracted for by each resident by calling the vendor directly (303)-444-2037). All trash must be bagged or boxed, whether placed in the dumpster or from each unit.

1. Garbage closets are shared and must be kept neat and clean in consideration of one's neighbors and to prevent attracting vermin.
2. Christmas trees may be placed on the lawn south of the dumpster between Christmas and January 5th for pick up by the trash company.
3. Ecocycle will pick up cans, bottles, and newspapers from the curb.. All residents are urged to use this service. Ecocycle bins can only be out on pickup day. Please find another place to store them on days other than pickup days.

Safety in Courtyard Areas

Speeding and careless driving in the courtyard areas is dangerous and can destroy property, life, and the good will of your neighbors. Travel in the direction of the arrows and limit speed to 10 MPH maximum. All residents are asked to remind all drivers in their families and their guests of this limit. All children who use common areas including interior sidewalks, grassy areas, or parking lots for any reason whatsoever must be supervised at all times by a responsible adult. Homeowners / renters are solely responsible for ensuring that those in the unit shall comply with these rules.

Carports

You can park one automobile and one motorcycle in your carport or front door parking space. (Licensed vehicles only). Bicycles and neatly stacked firewood are also permitted. Recycling bins can only be out on pickup day. Please find another place to store them at other times. Holiday decorations must be removed in a timely manner. The manager is authorized to remove any item not conforming to the rules. You will receive dated written notice to remove any items that are not permitted. Violators will be charged according to the following:

- Removal within 24 hours: no fine
- Failure to respond in 24 hours to first notice: $25

- Failure to respond in 24 hours to second notice: $50
- Failure to respond in 24 hours to third notice: $75

NOTE: Fines are cumulative. If no action is taken 24 hours after the third notice, the material will be removed and the homeowner will be charged for the cost of removal in addition to the accrued fines.

Parking

In accordance with the Condominium Declaration, residents have the "exclusive right to use and occupy" their own carport and/or garage to the extent that the use is for automobiles, bicycles, motor bikes, motorcycles or other mobile vehicles. Residents are also required to promptly remove from the property any motor vehicle owned by them or under their control that is not operable or does not have a current license.

1. Designated Parking Lot Spaces

In addition to the carport or garage, each unit has been assigned one space in the lot and the owner has control over what vehicles may park there.

2. Parking at Curbs and along Sidewalks

This is permitted only for loading and unloading, for visitors not spending the night, and emergency vehicles on professional duties. This is allowed only when it does not block parking rights or carports of neighbors.

3. Visitors

Visitors are defined as persons not living at Mountain Shadows, but here temporarily. Visitor spaces may be used by persons fitting this definition. Please notify the manager when you expect a visitor to be spending the night so he can issue your visitor a dashboard visitor parking permit. If a visitor is to spend one or more nights there are no visitor spaces open, the owner/host must arrange overnight parking other than parking at the curb.

4. Yellow Painted Curbs

mean "NO PARKING," whether the words are painted on them or not. The Board has designated those curbs at which no parking is to take place. These areas are reserved for emergency vehicles, repair vehicles, and BTC trucks.

5. Towing of Vehicles in Violation

Vehicles noted as breaking these rules may be towed at owner’s expense.

Control of Cats, Dogs and Other Pets

General: Cats, dogs and other pets present a sanitation problem, can permanently damage shrubbery and landscaping, and are a potential danger to both children and adults. In the interest of your investment, community relations and your pets' welfare, you must keep pets in your own private areas or on a leash.
RESIDENTS ARE EXPECTED TO CLEAN UP AFTER THEIR OWN PETS!

Dogs must NOT be left in patio areas while residents are away at work, if they bark, yap, or otherwise annoy neighboring residents.

Boulder Leash Law Adopted:

Mountain Shadows will strictly abide by the rules, laws, and enforcement regulations of the City of Boulder. Following is a breakdown of those regulations:

1. Dogs Running at Large - Voice control no longer is considered; the dog must be on a leash, in a vehicle or contained without access to passers-by.
   Penalties: 1st conviction - $30; 2nd conviction -$50; 3rd and all subsequent convictions - $100.
2. Removal of Animal Excrement Is Required - Owners or keepers must immediately remove or clean up such deposits and dispose thereof by depositing in a toilet or receptacle ordinarily used for garbage and covered by a lid or in an otherwise lawful or sanitary manner.
   Penalties: 1st conviction - $10; 2nd conviction -$20; 3rd and all subsequent convictions - $35
3. Barking, Howling, or Other Unreasonable Animal Noise - You must prevent your animals from disturbing the peace of any other person by loud and persistent or loud and habitual barking, howling, yelping, braying, whinnying, crowing, or making loud noises of any kind – whether the animal is on or off the owner's or keeper's premises.
   Penalties: Not stated. A warning must first be issued; the warning requires 2 or more witnesses; summons and/or trial will be held and an appropriate fine determined.
4. Animals as Nuisance Prohibited - No person shall own or keep any animal that constitutes a nuisance by being a safety or health hazard, damaging the property of another or creating offensive odors, any of which materially interferes with or disrupts another individual in the conduct of lawful activities at such individual's home.
   Penalties: Not stated. A warning must first be issued. Upon second notice, the City Manager (if he finds that a nuisance exists) may request that the owner or keeper of the animal be given 24 hours to correct the violation or such longer period as the manager determines is necessary. If a person fails to correct the violation, the Manager may take any necessary and reasonable means to correct the situation and charge the costs thereof plus $25 administrative costs. If this is not paid, other collection remedies may be taken such as certifying due and unpaid charges to the Boulder County Treasurer.
5. Nuisance Cat Prohibited - No person keeping or owning a domestic house cat shall fail to prevent the cat from damaging the property of another.
   Penalties: No specific penalties established.
6. Premises of the owner or keeper of an animal means only the property over which the owner or keeper has full possession and control. The unenclosed

property of a condominium or townhouse are not the premises of an owner or keeper.

IF YOU OBSERVE ANY OF THE PRECEDING VIOLATIONS, YOU ARE URGED TAKE THE FOLLOWING ACTIONS:

1. Record the time, date, and exact place of the incident.

2. Record the names of any other witnesses.

3. Call the Animal Control Officers at 303-441-3380 (303-441-3370 after hours).

4. Call the Mountain Shadows Manager at 303-499-0641 and let him know that you have filed a complaint. (This will allow BTC to keep records of such incidents, in case future complaints come from other sources regarding the same animal.)

If you report an incident to the Animal Control Officers, you will be asked to sign a complaint.

THE MOUNTAIN SHADOWS MANAGER HAS BEEN INSTRUCED TO SEE THAT THE CITY OF BOULDER LEASH LAW IS STRICTLY ENFORCED AT ALL TIMES ON THE MOUNTAIN SHADOWS GROUNDS

Patio Gates

Loose patio gates disturb neighbors and can ultimately be costly to repair. Please close and latch gates after use to prevent their becoming loose or damaged due to wind. Gates that are propped open not latched securely can be damaged and broken, leading to costly repairs. Since the Association is responsible for these repairs continued repairs CAN LEAD TO HIGHER MONTHLY ASSOCIATION FEES.

Hose Bibs and Freezing of Water Pipes

During freezing weather, all residents are requested to be sure all garden hoses are removed from exterior hose bibs. It is essential that the hoses be removed to prevent the possibility of pipes freezing and breaking. Broken pipes permit water drainage into the basements. Prolonged water drainage into basements can endanger the foundation of an entire building. Burst pipes and damage caused by burst pipes by failure to remove hoses is the responsibility of the homeowner as per Declaration Article X Paragraph 14.

Common Area Usage

1. All residents are expected to be reasonably quiet in all of the common areas after 10:00 PM.
2. Exterior Windows and Doors - Replacement of exterior windows and doors is the responsibility of the condominium unit owner, unless such replacement is necessary as a result of a peril insured against under the insurance policy purchased by BTC in which event the cost of replacement will be included as a part of the insurance claim. Replacement plans for any

exterior door or window must be presented in writing to the Board for approval. Contact the Manager for replacement guidelines.

3. Air Conditioning Units Hot Water Heaters, Furnaces, and Appliances - Repair or replacement or painting (exterior) of air conditioning units, hot water heaters, furnaces and appliances in connection with a condominium unit is the responsibility of the condominium unit owner.
4. Patio Fences; Carports and Carport Closets - Repair, replacement or painting (exterior) of non-party wall patio walls, carports and carport closets is the responsibility of BTC, unless such repairs are necessitated by damages caused by the resident, his family or guests. Any additions or modifications to these elements made by homeowners ARE THE RESPONSIBILITY OF THE HOMEOWNER as well as any subsequent owners.
5. Common Area Usage: You, as a condominium owner, also own your share of the common area, the recreational facilities, the equipment, the furniture, the landscaping, etc. Any personal use of the common area such as garage sales, lemonade stands, etc., must be pre-approved and scheduled by the manager in advance.

Use of Clubhouse

1. General: Only residents, members of their families and guests are permitted to use the Clubhouse. The Clubhouse is intended to serve as a social area. As such, its primary use is for social functions for all residents and their guests. The secondary use is by residents for their private social parties and functions. The Clubhouse is a non-smoking facility.
2. Areas: The presently usable areas include (1) the Upstairs Lounge; (2) the Kitchen; and (3) the Upstairs Game Room; (4) the Downstairs Lounge.
3. Reservations: Reservations may be made for the private use of the Upstairs Lounge, the Kitchen, and the Upstairs Game Room. Reservations will be accepted on a first-come, first-served basis. However, social functions that are planned for all residents shall supersede reservations for private functions. Reservations must be made on written applications forms supplied by the Manager; they are to be signed by the owner or renter of record with the owner's signature and returned to the Manager.
4. The Downstairs Lounge may not be reserved. It is available to residents on a walk in or key-use basis.
5. Since owners of Mountain Shadows properties are ultimately responsible for any damage done by persons to whom they rent their units or room/s therein, RESERVATION REQUESTS FOR USE OF THE CLUBHOUSE FROM ANYONE RENTING LIVING SPACE AT MOUNTAIN SHADOWS MUST BE SIGNED BY BOTH THE RENTER AND THE OWNER
6. Reservations will not be binding unless accompanied by the required damage deposit. The deposit is $200 for up to 100 guests. No reservations

will be accepted for more than 100 guests. Deposits will be returned to residents as soon as the clubhouse has been inspected and determined to be in acceptable condition and as soon as the key is returned to the Manager. The fee is to cover damage and/or lack of acceptable cleanliness. If labor or services have to be expended over and above those expected of the Manager and crew, those costs will be deducted from the deposit. If costs exceed the deposit, the resident will be billed accordingly. Residents are encouraged to think of the Clubhouse as an extension of their living rooms and to treat use and leave it accordingly.

7. The Clubhouse may be reserved only by an owner (or renter of record), and the person who makes the reservation must be present during the time reserved. The clubhouse may not be reserved for any function: (1) open to the general public; (2) for which admission is charged; (3) of a commercial nature; or (4) for overnight use. If reserved on behalf of an organization, the person making the reservation must be a member of the organization and must be present during the time reserved. Recurring reservations (i.e., "...the first Monday of each month for 6 months" or "every Wednesday evening for 6 weeks") are not encouraged and must be approved by the Board of Directors.
8. The Upstairs Game Room: This room contains a pool table. It may be reserved separately simply by calling the Manager (303-499-0641) during working hours. There is no deposit, but residents using it are completely responsible for any damages or excessive trash in the room. The room may only be reserved by adult residents, who must accompany anyone under age 21 in the use of the room. Rules pertaining to this are posted inside the east door of the room.
9. The Responsibilities of Residents: Trash will be placed in plastic bags and returned to the kitchen area or dumpster; ashtrays washed; tables wiped off and returned to their original locations; kitchen cleaned; dishwasher to be emptied within a reasonable time after function; bathrooms presentable; carpets vacuumed, if necessary; lights out and doors secured; thermostats in game room turned to 60 degrees.
10. Responsibility of Manager: Fireplace cleaned; area checked after private use within a reasonable time, (If area is used back to back, Manager will arrange to have it checked between uses.) Deposits will be returned within 24 hours after areas are checked and key is returned. Manager will clean prior to party use.

The Manager has complete authority to enforce regulations, including the banning of an individual from the Clubhouse at any time the situation warrants such action. In the event a resident disagrees with a decision of the Manager on any incident, such resident may request a hearing before the Board of Directors at its next meeting.

When a private party is occupying a portion of the Clubhouse by reservation, the resident who reserved it is entirely in charge of the security of the building upon closing and during the party.

- No one under 18 is allowed in the downstairs clubhouse without parent or an adult resident.
- No one under 18 is allowed in the exercise room or sauna.
- Residents are responsible for any damage to the area when in their use.
- Penalties: 1st offense: loss of use for unit for 1 month
- 2nd offense: loss of use for unit for 3 months
- 3rd offense: loss of use for unit for 1 year

Use of Swimming Pool

Swimming Pool Rules:

1. At all times residents and guests use the swimming pool at their own risk.
2. Residents, members of their families, and guests may use the pool during the scheduled hours. Guests must be accompanied by their hosts and must comply with established rules and regulations.
3. House guests (those staying with a resident for an extended period of time) are welcome as members during their stay, if the host arranges this with the Manager.
4. The pool gate will be locked at all times and can be opened only with a resident's key. Residents are asked not to open the gate for people without keys.
5. Residents under 18 are permitted no more than 2 guests at any one time in the pool enclosure.
6. At ALL TIMES the behavior of residents (and their guests) under 18 is the responsibility of their parents guardians, or appointed adults.
7. Authorized personnel or adult residents have the authority to close the pool at any time because of weather condition, safety reasons, or any other factors which are in the interest of the health, welfare and safety of pool users.
8. No resident may reserve the entire swimming pool for private use. However, residents are welcome to use the pool for small parties, as long as this does not interfere with others using the pool at the time.
9. On days when the pool is crowded with adults and children (such as weekends), by consensus of the adults present, the pool will be cleared of everyone under 16 for periods of up to 15 minutes. This will permit adults to have total access to the pool during these periods of peak activity.
10. Residents and guests are to wear appropriate swimming suits; cut-offs (jeans or otherwise) are not acceptable.
11. Bobby pins and hair pins must be removed before using the pool.
12. Excess suntan oil or lotion must be removed before entering the pool. These oils and lotions create a visible scum at the water line around the pool, and this requires extra cleaning effort and expenditure.

13. Bicycles, tricycles, skate boards, or other similar play equipment are not allowed in the pool enclosure.
14. Pets are not allowed in the swimming pool or inside the enclosure.
15. Persons having infectious diseases, open sores, bandages, cuts or recent vaccinations are not allowed in the pool.
16. No glass containers of any kind are allowed in the pool enclosure.
17. Pool play equipment shall be confined to small inflatable balls and rings, masks, snorkels and flippers. Inflatable mattresses and similar floating objects may be allowed at times when the pool is not crowded, but please remove them upon request or when there obviously is not room for them. Playground balls, Frisbees, boats, footballs, volleyballs, and inner tubes are not allowed.
18. No diving is allowed.
19. Disorderly conduct or behavior that prevents others from enjoying the pool will not be permitted. Examples of such behavior include splashing, towel snapping, pushing or shoving of any person into the pool, running, spitting, and obscene language or gestures.
20. Swimmers are not allowed to play, sit, pull or hang on the safety ropes.
21. Persons (regardless of age) who are unable to swim must be accompanied in the pool by an adult who can swim.
22. ALL PERSONS UNDER 18, EVEN THOUGH CAPABLE OF SWIMMING, MUST BE ACCOMPANIED AT ALL TIMES IN THE ENCLOSURE BY A PERSON 18 YEARS OR OLDER WHO CAN SWIM AS REQUIRED FOR INSURANCE COVERAGE.
23. Practice pool courtesy at all times.

VIOLATION OF THE RULES OF SAFETY IN THE SWIMMING POOL WILL RESULT IN THE SUSPENSION OF POOL PRIVILEGES. AFTER PROPER WARNING FOR A VIOLATION, THE MANAGER MAY ORDER INDIVIDUALS OUT OF THE POOL ENCLOSURE FOR BRIEF PERIODS OF TIME. REPEATED VIOLATIONS WILL RESULT IN SUSPENSION FOR EXTENDED PERIODS BY THE MANAGER!

Mountain Shadows Snow Removal Plan

Goals: The principal goal during any snowstorm is to clear enough snow so that people who need to leave can get out of the parking lots and return again when they need to do so. The secondary goal is to clear perimeter sidewalks in order to comply with city regulations and to assist those who need to walk to bus stops and from unit to unit within Mountain Shadows. The third goal, and last attended to, is to clear the stoops, sidewalks and/or stepping stones from each unit out to the main sidewalks, and the walks surrounding the clubhouse and running in back of various units.

Procedures: Immediately after (and sometimes during) a light snowfall, the crew will use machinery to clear the perimeter sidewalks and will neat up the rest with shovels.

If snow exceeds two inches, the snow blower will be used to remove snow from the perimeter sidewalks and other walks where it will work. The parking lots will be plowed with the blade on the truck. Hand scooping will then be done on the short sidewalks and/or stepping stones. Other than access to the machinery, the clubhouse area will be attended to only after the other areas have been done. Every effort will be made to clear the clubhouse entries, of course, in the event the building is scheduled for use.

Sanding will be used inside the lots only in extreme conditions.

Notes: The crew does not scoop or otherwise attempt to remove snow from carports.

Steps and sidewalks from patios to main sidewalks are not scooped.

If snow is still removable when all else is done, the walks between the two Greenbriar Courts, between Chambers and Greenbriar North, and other in-between walks are cleared.

The truck is equipped with a metal blade, which rides on skids which leave a residue of up to 1" in places. Lowering the blade further would tend to destroy the surfaces of the parking lots.

It has become practically impossible to attract temporary help in order to speed up the snow removal processes. In addition, the permanent crew stands at two. This has resulted in no less service, but in slower service, on snow removal.

How You Can Help:

1. Do not park your cars in the ends of the courts where snow needs to be pushed.
2. Do not park your cars on sidewalks or in front of your units, (Do not store items in front of your carport that leave your car sticking out over the sidewalks.)
3. Use a broom or shovel on your own stoop and short walks in front of your unit, if you can. The foot traffic prior to the crew getting there may leave icy conditions for days, if allowed to pack.
4. Remove unnecessary objects from your front stoops in order to save the crew time when they are trying to clean snow from the area.

Condominium Rental Rules

On September 18, 1972, the members of BTC adopted the following rules and regulations relative to the lease or rental of condominium units:

Rules and Regulations – Lease or Rental of Units: In order to maintain a suitable level of maintenance and upkeep of the common elements; to maintain peaceful and harmonious living conditions within the complex; to insure increasing property

values; and to have a clear understanding of what limits there are upon the renting of condominium units, the Members of BTC have established the following rules and regulations as to the lease or rental of such units:

1. A rented unit shall not be occupied by no more than five (5) persons of whom no more than three (3) shall be under 18 years of age, provided, however, that should tenants become in violation of this rule because of childbirth, they shall be allowed one (1) year renewal of the application for approval.
2. If a unit is rented to unrelated persons, the maximum shall be three (3) persons, and all must be 25 years of age or older.
3. Related persons shall mean husband and wife and blood relations of either of them and the adopted children of either of them.
4. If part of a unit is to be rented: (a) There shall be no more than two (2) tenants; (b) The maximum occupancy of the unit shall not exceed five (5) persons, of whom no more than three (3) shall be less than 18 years of age.
5. There must be submitted to BTC, through the Manager, two (2) copies of a Rental Application by the tenant, which contain such information as is needed by the Board of Directors for the purpose of determining that such prospective tenant is in compliance with these rules and regulations. Rental Application forms are available from the Manager.
6. The tenant and landlord must execute and submit two (2) copies of Agreement as to Rental of Condominium Units as approved by the Board of Directors, provided however, that such power of eviction as contained in the Agreement as to Rental of Condominium Units shall not be enforced, until the Board of Directors has given thirty (30) days prior written notice to the Owner of its intent to evict, and no eviction shall be commenced until it is authorized by a majority of the Board of Directors at a special or regular meeting. Agreement as to Rental of Condominium Units forms are available from the Manager.
7. The tenant shall abide by the rules and regulations governing the operation of the Mountain Shadows Condominiums, as set forth in the Condominium Declaration, the by-laws or as promulgated by BTC.
8. The required forms shall be delivered to the Manager or be deposited in the mailbox at 1409 Bradley Drive, Boulder, Colorado 80305 or faxed to 303-499-0641.
9. BTC shall indicate its approval/disproval within five (5) business days to the landlord or his agent, at the address listed on the application.
10. The approval, if granted by BTC, shall be for a period of one (1) year from the date of the occupancy of the premises, as above provided. Thereafter, if the lease or rental of the premises by the tenants is to continue, new application for approval must be made to BTC. If the application is denied, this denial must be in written form which clearly declares the reason for such denial. Any subsequent application denial, as submitted each year, is also subject to the above specified statement.

11. BTC will never deny any application for rental or lease on the basis of race, color, sex, creed, national origin, or sexual preference.
12. Tenants (renters) may not sublet the unit or rooms to other persons unless that person is added to a new Agreement to Rental of Condominium Units.

Review of Procedures with Respect to Renting a Condominium Unit

1. Review the City of Boulder Rental Inspection and Licensing Program rules and obtain a rental license with the City of Boulder. For more information visit the City's website at http://www.ci.boulder.co.us/buildingservices/inspection/rental/about.htm
2. Read the Condominium Rental Rules of the Boulder Townhouse Corporation so that you will know when prospective tenants qualify.
3. When you have selected your tenants, deliver to the Manager, two (2) copies of your Rental Application , two (2) copies of the Agreement as to Rental of Condominium Units, and two (2) copies of the City of Boulder Rental Housing License. Both the Application and the Agreement must be executed by both you as the landlord and by your selected tenants.
4. You will be advised within five business days if your selected tenants are approved. If approval is denied, you will be advised in writing the reasons therefore.

Approval of tenants must be renewed each twelve months thereafter by repeating the above procedure.

Revision History

Revision	Date	Change
C	04-14-2008	Global: delete Resident from Resident Manager.
	05-05-2008	Section: **Manager**. Delete “presently resides at 1405 Bradley North in Mountain Shadows. He”
		Section: **Common Expense Fees**. #3 add page number. #6 add “insurance”, delete “where the Resident manager normally lives”
		Section: **Payment of Common Expense Fee** delete “NOON on: replace $10 with $5 (for late fee). Delete text from “An additional late fee” through “paid by noon the 20th of the month.”
		Section **Remodels/Renovations** new section added after Property Taxes section.
		Section: **Insurance, General** add “and 1405 Bradley” delete “as of 10/27/1999”
		Section **Insurance, Property not covered in Limited Common Areas** last sentence add “Additionally….are not covered.”
		Section **Insurance, Reporting and Settlement of Losses** add “Manager” after Association in last sentence.
		Section **Trash and Recycle Pick-Up** replace #1 about plastic bags being furnished with new text about keeping garbage closets clean.
		Section **Safety in Courtyard Areas** reword sentence “Travel in the direction of the arrows and limit speed to…”
		Section **Carports** clarify first sentence to include both a motorcycle and an automobile and to add the front door parking space.
		Section **Parking** #1 add “or garage”
		Section **Hose Bibs and Freezing of Water Pipes** delete “under the condominiums” at the end of the second sentence.
		Section **Common Area Usage** #2 sentence 2 replace “of” with “plans for” delete after “window”, “that is significantly different from the original or which extends into the common or limited common areas” add last sentence.
		Section **Use of Clubhouse** #1 add last sentence; #8 delete from end of second sentence “and asking for the combination to the back (east) door” ; para following #10 delete first three sentences referring to downstairs clubhouse hours and keyholders.
		Section **Snow Removal Plan, Procedures** replace “run the brush over” with “use machinery to clear”
B	02-04-2008	Section: **Insurance, Property Not Covered in Condominium Units**. Add first para, remove “Drywall” from second para.
A	07-08-2007	Before this date there is no written record of changes made to the Rules and Regs.

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