

**AMENDED
TAMARRON ASSOCIATION OF CONDOMINIUM OWNERS INC.
RULES AND REGULATIONS**

ADOPTED February 26, 2021

THE PURPOSE OF THESE RULES AND REGULATIONS IS TO PROMOTE A SAFE, CLEAN, RESPECTFUL AND FRIENDLY ENVIRONMENT WITHIN THE TAMARRON COMMUNITY.

THESE RULES AND REGULATIONS SUPERSEDE AND REPLACE ANY OTHER PREVIOUSLY ADOPTED TACO RULES AND REGULATIONS

Except as provided herein, definitional terms shall have the same meanings as set forth in the Amended and Restated Declaration of Covenants, Conditions & Restrictions for the Condominiums at Tamarron (the "Declarations")

DEFINITIONS:

Common Areas means all of the real property of the Association, including all of the General and Limited Common Elements of the Association.

TACO Property shall mean all of the real property within the boundaries of the Tamarron common interest community.

Occupant or Occupants means Owner(s), tenant(s), guests, and their family members.

Note that some restrictions and exclusions from restrictions pertain only to Owners and do not include or refer to Occupants.

1. REQUESTS FOR SERVICE: All requests for assistance with emergencies, noise issues and potential violations of Rules and Regulations should be directed to the Front Desk.

Maintenance issues during normal business hours (Monday – Friday, 8am - 4:30pm) should be directed to Gary Prisby at extension 6739.

Emergency maintenance issues after normal business hours should be directed to the Front Desk.

2 FRONT DECKS: Ingress and egress to Units and a Building or Buildings may not be compromised or affected. Decks on the front of units may be used by owners/tenants/guests so long as such use is not a nuisance or disruptive to others. Clutter of any type is not permitted; decks may not be used as storage areas or for hanging laundry or articles of clothing. No permanent improvements are permitted on or under decks; nothing may be permanently placed in these areas. Storage on or under Units or decks is not permitted. Nothing can be thrown or discarded from front decks.

When in residence, Occupants may place outdoor furniture on the front decks. However, this furniture must be removed from the front deck when not in use or when the Occupants are no longer in residence. Any furniture must be neutral, muted, white or earth tone colors; umbrellas, hammocks, or other large objects shall not be permitted on any deck. Where multiple parties share a particular deck, the parties must agree on the location of any outdoor furniture and the use of the deck.

Owners are allowed a limited number of flowerpots (six {6} or less) on the front decks, and these must be removed when the Owner is no longer in residence. All live plants must be kept in good condition.

Other items placed on front decks during the daytime by all Occupants (bicycles, toys, equipment, baby strollers, etc.) must be removed at night. If any Occupant's property is left on the front deck after a Unit is vacated, the TACO Maintenance Department ("TACO Maintenance") will confiscate the items to be donated, if not claimed in a reasonable amount of time.

- 3. REAR DECKS:** Rear decks may not be used for storage of any kind and must not appear cluttered or unsightly. No coolers, storage boxes, storage units, bicycles, toys, baby strollers, sports equipment or installed games are permitted on rear decks.

Items allowed to remain on rear decks include outdoor furniture (chairs, tables), an electric grill, and for Owners only, a limited number of flowerpots (six {6} or less). Also, a limited number of hanging plants are permitted for Owners only, which are tasteful in design and color and harmonious with the property; however, these must be maintained and not remain on the deck when contents have become unsightly or pots are empty. Furniture and flowerpots must be neutral, muted, white or earth tone colors.

Owners are permitted to place hummingbird feeders outside their Unit, but birdseed feeders are strongly discouraged because the seed may attract unwanted rodents or other wildlife to buildings. If it is determined that rodent activity is occurring at a specific Unit or building, feeders in these areas may be removed by TACO Maintenance.

A limited number of wind chimes or decorative wind flags are permitted on rear decks for Owners only, but these must not be intrusive to neighbors and must be removed when Owners are not in residence.

Owners are allowed the use of an American flag, and, according to Federal guidelines, the Flag should be removed at night - and must be removed when Owners are not in residence.

Construction items may be kept on rear decks only during approved remodels or renovations only - but **MUST BE COVERED** after each workday.

For both front and rear decks, nothing may be thrown or discarded from decks. No permanent improvements are permitted on or under decks and nothing may be permanently placed in these areas. Storage on or under Units or decks is not permitted.

- 4. PETS:** ONLY OWNERS-IN-RESIDENCE ON TACO PROPERTY ARE PERMITTED TO HAVE PETS IN THEIR UNITS OR ON TACO PROPERTY. GUESTS OF OWNERS, TENANTS, RENTAL PROGRAM GUESTS, OR MANAGEMENT EMPLOYEES SHALL NOT BE PERMITTED TO HAVE PETS ON TACO PROPERTY (except as may be required by law). Pets shall be kept on a leash at all times while on TACO Property, including in all Common Areas.

Pets may not be left unattended on front or back decks of Units. No kennel boxes, child/pet "gates" or "netting" for the purpose of restraining pets may be used on any deck.

Owners must clean up after their pets ("pick-up" bags are provided). Owners must control pet noise/barking and continuous barking is not permitted.

Service animals are permitted as required by law, and the Board has approved an assistance animal policy that meets the requirements of the American Disabilities Act and the Fair Housing Act. Owners of service animals must clean up after their animals and continuous barking by service dogs is not permitted.

- 5. APPROVED STORAGE:** A limited number of storage Units are available for monthly rental by Owners in the basement portion of The Lodge. Owners must contact TACO Maintenance to determine availability and per square foot cost which is billed quarterly to the Owner.
- 6. EXTERIOR DÉCOR:** Owners may not decorate or furnish the Common Areas of Buildings. Nothing shall be hung or attached to any walls, doors, windows, walks or corridors of Buildings, the exterior of a Unit or other Common Areas.

HOLIDAY DÉCOR EXCEPTION: An Owner may decorate their decks during a holiday season with natural, real foliage. No lights or holiday figures are permitted outside the Units except for a limited period of time from December 1st to January 7th of each year. Holiday wreaths are allowed on Unit doors (as are Seasonal Wreaths in outlying areas). All décor must be removed when the Owner leaves the property or within a week after the holiday is over, whichever comes first.

7. BUILDING ALTERATION:

Unless prior approval is obtained by the Architectural Review Committee ("ARC"), NO Occupants shall make any addition, change, alteration or decoration to the Common Areas, or to the exterior of any portion of a Unit, Buildings, or on, in, or under Unit walls, and decks and balconies appurtenant to Units. Owners shall be responsible for insuring, maintaining and repairing any ARC - approved additions or improvements to a Unit.

- 8. NOISE AND ODORS:** No Occupant shall cause a nuisance or use their Unit in such a way that affects the quiet enjoyment of other Occupants. Strong odors (including - but not limited to - odors emanating from plants, cooking and smoking of any kind) and/or excessive noise that can be detected in Common Areas or other Units shall not be permitted.

At no time shall Occupants play (or permit to be played) any loud musical instrument, such as guitar, drums, piano, etc. Neither shall Occupants at any time operate, or permit to be operated, a loud stereo, radio, television set, or speakers.

- 9. GARBAGE:** Occupants shall deposit garbage only INSIDE the dumpsters provided for that purpose. No garbage or bags may be left on the ground or outside the dumpster. In order to accommodate each dumpster's capacity, all boxes or large containers must be broken down before disposal. Also, the disposal of any construction debris must be approved by TACO Maintenance prior to a Unit remodel or renovation.

- 10. PARKING:** Parking spaces shall be used solely and exclusively for parking of cars, trucks, and motorcycles of Occupants and those with official business at Tamarron.

There is no assigned parking for regular vehicles. A vehicle may not be parked in such a way that it takes up more than ONE space or interferes with the ability of others to park or use walkways to Units.

Occupants may have one vehicle per licensed driver with a maximum of two per Unit.

Trailers, snowmobiles, boats, and recreational vehicles are permitted to park in designated oversized vehicle parking spots only. Occupants are required to make reservations for oversized parking spots at the Service and Security Desk. Designated parking spots will be available at each outlying Community. Occupants must be in residence while the reserved spot is being used.

Daily fee for oversize vehicle parking is \$10.00 per day for up to 14 days. Advance reservations may be made through the Service and Security desk.

Vehicles without valid oversize parking permit will be towed at vehicle owner's expense.

Recreational vehicles and moving trailers may be parked near a Unit for up to 48 hours without fees for the purpose of loading and unloading so long as only one parking space is occupied. Occupants must contact the front desk, in advance, for planning and coordination.

Recreational vehicles and moving trailers are not permitted to park overnight in the Lodge parking lot. These vehicles must be moved to an Oversized Parking Spot in one of the outlying communities. Recreational vehicles and moving trailers shall not be parked in a way that blocks any sidewalk or stairs, whether or not an owner is actively loading or unloading. Recreational vehicles and moving trailers must be parked in a manner that does not hinder landscaping or snow removal work.

There shall be no long-term parking or storage of vehicles (over 30 consecutive days). Moving a vehicle to another parking spot within a 30-day period does not satisfy the 30-day parking limit.

All vehicles must be in operating condition, have current license plates and registration. No type of mechanical work may be done on any vehicle parked at Tamarron.

No electrical cords may be run from any building to any vehicle including diesel cars, trucks or motorcycles. Tamarron parking facilities are not equipped with charging stations for electric and hybrid vehicles.

Over-sized commercial vehicles and/or trailers required for construction purposes may be permitted only with prior permission of TACO Maintenance. TACO Maintenance will issue a temporary hang-tag for approved contractor vehicles. The hang-tag must be displayed from the vehicle interior mirror while parked in any Tamarron parking space.

Only vehicles with a handicap license plate or hang-tag displayed in the vehicle may park at the Lodge in a parking space identified as HANDICAP.

Cars, trucks, and motorcycles, to the extent reasonably possible, will park in the parking space adjacent to the Unit where they are staying except when visiting in other areas of Tamarron or when visiting the Lodge.

Vehicles may not be parked in spaces which have been designated for TACO Maintenance.

Covered Parking spaces at The Lodge and Pinecone are limited to Owners, Tenants and Visitors on a first come, first served basis.

A violation of any rule set forth in this Section 10 may result in TACO's removal of the vehicle. In the event a vehicle has been removed or towed, the Owner of the vehicle shall be responsible for the costs of such removal, towing and storage.

11. GRILLING: No cooking shall be permitted on any balcony, deck or terrace of any Unit (EXCEPTION: permission to grill on Unit back decks with electric grills or electric smokers only).

Grilling on the approved north deck grill of The Lodge (and in any other designated grill areas in the outlying complexes) is permitted; however, Occupants may not bring their own grills for use in these designated areas. No cooking is permitted in any Common Area including lawns or walkways.

Because of the extreme fire hazard, TACO Maintenance shall remove any grills in violation of Section 11 with no prior notice to the Occupant. "Removed" grills may be retrieved by Occupant from TACO Maintenance. Violation of this Section 11 will result in an immediate fine of \$100.00 per day (or such higher amount as imputed by the Executive Board), until such violation is abated.

12. DOORWAYS AND ACCESSWAYS. All doors shall be closed at all times in the Lodge at Tamarron leading from a Unit to Common Areas (including, but not limited to hallways) except when in actual use for immediate ingress and egress. Only Taco Maintenance has permission to prop open Lodge exterior doors. For safety reasons, all Common Areas (including the sidewalks, parking areas and entrances, halls, corridors and stairways of Buildings), shall not be obstructed or used in a manner that blocks or impedes entrance and exit to Buildings or Units.

13. SERVICE CENTERS: Service Centers with washer/dryers, beverage machines and ice machines are provided only for the convenience of Occupants of Units at Tamarron. In the outlying areas of Gamble Oak, Highpoint and Pinecone, Service Centers may be used from 8AM to 10PM. Doors at Service Centers may not be propped open at any time.

14. NO-ACCESS AREAS: Occupants shall not, at any time or for any reason whatsoever, enter upon or attempt to enter upon the roof or power rooms of any Building. Entry upon the roof is permitted only by TACO Maintenance or its authorized agents.

15. TV/CABLE/PHONE: Residential Units are furnished with Cable TV, Phone and Internet Access provided through the Association. Cable TV and internet services will be discontinued by the Association for those Owners who are delinquent in the payment of Association Assessments.

16. PLANTING: No Occupant may alter or destroy any foliage, planting or trees on TACO Property without prior written approval from TACO Maintenance. Likewise, any planting by an Occupant must be preapproved in writing by TACO Maintenance, and this approved planting is the financial and maintenance responsibility of the Occupant of the Unit that initiated the request. The Association may remove the planting, at the expense of the Occupant, if it becomes unkempt or dies.

An Occupant who accepts responsibility for additional planting may not pass this approval on to a successor Occupant of the Unit. The successor Occupant must request approval from TACO Maintenance for the additional plantings, and if denied, the Occupant shall, at his or her expense, remove the plantings. An additional review can be made by the Architectural Review Committee for areas in dispute.

TREES: Trees on TACO Property shall not be trimmed or removed except by TACO Maintenance or its agents for reasons of safety, fire prevention, or disease. **EXCEPTION:** Occupants may trim trees to improve their view, but **ONLY WITH PRE-APPROVAL** in writing from TACO Maintenance. Owners shall bear the cost of such trimmings.

17. TENANTS/GUESTS AND BACKGROUND CHECKS: Owners are responsible and accountable for the behavior of their tenants, guests and other occupants, who must adhere to the TACO Declarations and these TACO Rules and Regulations. Owners shall provide (or cause to be provided through their rental manager) a copy of the Rules and Regulations to all tenants and guests **BEFORE** Unit keys are distributed.

Owners will be fined for any violations of the Declarations or these Rules and Regulations by a tenant, guest, or other occupant of their Unit.

Background checks may be obtained by TACO, at the cost of the Association, on all Occupants of Units within TACO Property.

18. TOYS: Skateboards, rollerblades, motorized scooters, or other such wheeled devices are **NOT** allowed on TACO Property due to safety and property insurance reasons. Bicycles are permitted, but may not be stored on any deck, sidewalk, or entrance.

19. SIGNS: “For Sale”, “For Lease”, “Auction”, “For Rent” or any other signs are not permitted to be attached to windows, doors or any areas on a Unit building or within the Common Areas. For the day of an Open House only, any “Open House” signs can be arranged through TACO Maintenance.

20. HAZARDOUS MATERIALS: No flammable, combustible/explosive fluid, chemical or hazardous substance may be kept in Common Areas, any Unit, storage area, or on/under any building deck. If such materials are found in non-permitted areas, they will be immediately removed by TACO Maintenance without prior notice to the Occupant.

21. SMOKING PROHIBITION: Due to the increased risk of fire, increased maintenance costs due to remediation of damage created by smoke odor or residue, and health effects of second-hand smoke, **SMOKING IS NOT PERMITTED ANYWHERE ON TACO PROPERTY, COMMON AREAS OR INSIDE UNITS** except as provided in the exceptions outlined below. For clarification, Common Areas includes but is not limited to, parking lots, sidewalks, lobbies, bathrooms, hallways, laundry facilities, restaurant, and all TACO landscaped areas. The term “smoking” is defined as inhaling, exhaling, breathing, burning, vaping, carrying or possessing any lighted cigar, cigarette, pipe, hookah, electronic delivery device, or any other lighted or heated tobacco or other plant product, including but not limited to marijuana, whether natural or synthetic, in any manner or in any form.

The following constitute exceptions to the above-described smoking prohibition:

a. Smoking of tobacco products, but NOT marijuana products, is permitted on TACO Property in designated smoking areas (“Designated Smoking Areas”) as shown on the Designated Smoking Area map attached hereto and incorporated herein.

b. Smoking of tobacco products, but NOT marijuana products is permitted on outside private decks allocated to a single Unit (not on “shared decks”) in the outlying condominium complexes located on TACO Property, namely, Pinecone, Gamble Oak and Highpoint. **Owners shall be strictly responsible for the immediate and proper disposal of all butts or ashes in suitable containers if smoking on decks.** Owners shall be courteous and make accommodations to Owners of adjoining Units if smoking on an outside private deck results in offensive odors or second-hand smoke drifting into an adjoining Unit.

c. Use of medical marijuana on TACO Property is permitted provided an Occupant has a valid medical prescription evidenced with an original physician signature and provided the use of medical marijuana is limited to Designated Smoking Areas or outside private decks. The medical marijuana prescription must be provided to the Executive Board prior to the Occupant’s utilizing this exception to the smoking prohibition.

22. MANAGEMENT: Occupants shall not utilize or conduct personal business with Association property managers or Maintenance personnel during their hours of employment by TACO.

Occupants shall not direct, supervise or, in any manner, attempt to assert any control over or exhibit disruptive behavior with any TACO or Maintenance Department employees (including the Tamarron Property Manager, TACO Board Executive Director, or any contractor or subcontractors hired by TACO Maintenance).

Disruptive behavior means any inappropriate conduct that results in conflict and/or confrontation - including verbal and/or physical abuse - which is disruptive to the normal and appropriate activities of regular staff or other part-time employees.

23. IMPOSITION OF FINES: With the exception of certain fines set by the Board for specific violations, the standard fine levied for violations of these Rules and Regulations shall begin at \$100.00 per day for each day the violation persists. Here are a few examples (and not limitations) of violations that could cause \$100 fines being levied against offenders: allowing a dog to run off-leash, cooking with a charcoal or gas grill, or smoking in a Common Area.

The TACO Executive Board may, by Resolution of the Board, establish a schedule of specific fines for a violation of these Rules and Regulations or the restrictions contained within the Declaration.

Fines will range from a minimum of \$100 per incident to higher amounts, as deemed warranted by the Executive Board. This Board may, in its discretion, establish the specific amount for a fine after completion of a hearing of the facts, circumstances, and costs for remedy surrounding said violation.

In the event of an Occupant's repeat violation, the Board may vote to increase the Standard Fine previously levied against a specific repeat offender.

OWNERS ARE RESPONSIBLE FOR PAYMENT OF ALL FINES RESULTING FROM A VIOLATION CAUSED BY THE OWNER, GUEST, TENANT OR OTHER OCCUPANT OF AN OWNER'S UNIT.

24. VIOLATION PROCEDURE: Occupants shall be notified by TACO management of a purported violation by email, telephone, mail or in-person contact, and such violations are to be corrected immediately upon notification.

Violations may result in the imposition of a fine; the procedure for challenging said fine is set forth in the Association Bylaws.

Fines shall be added to invoices and, if not paid, shall be collected in the manner of a Default Assessment.

Imposition of a fine does NOT preclude the Board from taking additional action as may be available by law or in equity to enforce the terms and conditions of these Rules and Regulations.

The undersigned, being the President of the Tamarron Association of Condominium Owners, Inc., a Colorado Non-Profit Corporation, certifies that these Rules and Regulations were approved and adopted by the Board, at a duly called and held meeting of the Board on January 19, 2018, and in witness thereof, the undersigned has subscribed his or her name.

Tamarron Association of Condominium Owners, Inc., a Colorado Non-Profit Corporation

By:
Its: President

ATTEST:

By:
Its: Secretary

SCHEDULE OF FINES

Warning

Minor infraction occurring first time with no fine issued. Fine is implemented for repeat of same violation in a 12-month period. A significant infraction, which in the opinion of the Rules & Regulations Committee presents a risk to the TACO community, will bypass the Warning citation and will immediately impose a fine that reflects the seriousness of the infraction. The fines below are suggested penalties. If circumstances warrant, they may be increased or decreased by a unanimous vote of the Rules & Regulations Committee.

\$100 Fine

Base fine for violations including, but not limited to smoking, animal clean up, noise and odor complaints. Fine is \$200 for repeat of same violation in the 12-month period thereafter.

\$200 Fine

Base fine for building/facility issues including, but not limited to violation of the ARC Policy or Contractor Policy. Includes moving, removing or modifying items in common areas owned by Tamarron HOA. Fine is \$400 for repeat of same violation in the 12-month period thereafter.

\$300 Fine

Base fine for any verbal or threatening altercation directed towards a Tamarron employee or staff member. Fine is \$600 for repeat of the same violation in the 12-month period thereafter.

\$500 Fine

Base fine for disturbances and threatening behavior including any activity that results in notification of the local police/sheriff. Fine is \$1000 for repeat of same violation in the 12-month period thereafter.

Fines of \$1,000 or higher will require approval by the board president or their designee.