

Aspen Condominium

Amended and Restated Rules¹ Effective August 21, 2024

These amended and restated Rules and covenant summaries reflect adjustments to the prior Rules (adopted April 18, 2024) that are necessitated by and consistent with the amended and restated CC&Rs and Bylaws that were adopted by the Association's membership and were recorded on August 21, 2024.²

1. **Parking.** Consistent with Sections 7.28-31 of the CC&Rs, each Owner and Resident of a Unit shall be responsible for ensuring that all Owners, Residents, and guests of the Unit comply with the following parking rules.

- (a) Overnight parking in front of garages is prohibited; otherwise, parking of up to two (2) passenger vehicles in front of a Unit's garage by the Unit's Owner(s), Resident(s), and their guests is allowed but only to the extent that such parking does not interfere with others' normal and reasonable use of the Association's asphalt areas.
- (b) Parking in front of a garage is prohibited on garbage pickup days until after the garbage has been picked up.
- (c) Parking of recreational vehicles, watercraft, trailers, and commercial vehicles within the Project is prohibited.
- (d) Parking of unregistered vehicles within the Project is prohibited except within a garage.
- (e) Exceptions may be made in writing by the Board or Manager for the guests of an Owner or Resident of a Unit to: (1) park one (1) vehicle in front of the Unit's garage for one night to the extent such parking does not interfere with garbage pickup or snow removal; and (2) park a recreational vehicle within the Project for up to seven (7) days.
- (f) The Owners and residents of a Unit may be able to enter into a parking contract to park in the overflow parking area upon meeting the contract requirements and assuming availability.
- (g) In addition to fines, violations of these parking rules may result in offending vehicles being booted or towed at the owners' expense.

2. **Limited Common Area Clutter and Hazards.** Each Owner and resident of a Unit shall be responsible for keeping and maintaining the Limited Common Area reserved to the Unit, including any porches, patios, and walkways, neat, clean, and free of clutter and hazards.

¹ Except as otherwise defined herein, the capitalized terms used herein shall have the meanings ascribed in the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Aspen Condominium recorded 2024-08-21 (the "CC&Rs").

² In the event of any conflict or inconsistency between the CC&Rs, Bylaws, and these Rules and summaries of the covenants, the covenants in the CC&Rs and provisions in the Bylaws shall prevail.

3. **Garbage Containers.** Each Owner and resident of a Unit shall be responsible for storing garbage containers inside the Unit's garage, except that such containers may be set out the day of or the day before trash pickup. Garbage containers must be moved into the Unit's garage on the day of trash pickup. If the residents of the Unit are away on the day of trash pickup, arrangements must be made to have the containers moved to the garage door of the Unit until they can be moved into the garage.

4. **Limited Common Area and Patios.** Per Section 6.2 of the CC&Rs, each Owner and Resident of a Unit shall be responsible for ensuring that the Limited Common Area reserved for the Owner of the Unit, including the porches, patios, and walkways, is not used for storage of personal or other items. The only items allowed to be kept on a patio are patio furniture designed and intended for exterior use, such as patio chairs, benches, tables, and umbrellas, and one gas or electric grill allowed by Section 7.14 of the CC&Rs.

5. **Animals and Pets.** No animals are allowed in the Project areas, including Units, Common Areas, and Limited Common Areas, except for a maximum of two common household pets kept inside a Unit. Pets must not be used for commercial or breeding purposes. Pets are not allowed outdoors unless on a leash or held by a responsible party who must clean up any waste immediately. Dogs, cats, and any other animals requiring registration must be registered or licensed with the local authority and the Association annually, providing specific documentation. Pets must wear identification tags, and a registration fee may apply. Pets must not cause damage, unpleasant odors, noise disturbances, aggressive behavior, or any other nuisances. Pets must be removed from the Project if they incur multiple fines for any violations or nuisances. The foregoing is a summary only; *see* Section 7.20 of the CC&Rs for details.

6. **Damage to Common Area and Limited Common Area.** Per Section 6.5 of the CC&Rs, each Owner of a Unit shall be jointly and severally responsible for any damage to the Common Area and the Limited Common Area that is caused by the Owner(s) or Resident(s) of the Unit, or by any family member, guest, or invitee of such Owner(s) or Resident(s), including for:

(a) all costs and expenses incurred by the Association for any mitigation, replacement, repair, or other work performed in relation to restoring such Common Area or Limited Common Area to at least its pre-damaged condition; and

(b) all administrative, legal, and other costs and expenses related to such damage or restoration.

7. **Landscaping.** Per Section 6.1 of the CC&Rs, the Association shall be responsible for all landscaping of the Common Area including but not limited to mowing, hedge and tree trimming, fertilizing, watering, and maintenance of the irrigation system.

(a) Per Section 7.9 of the CC&Rs, each Owner and Resident of a Unit shall be responsible for ensuring that the Owner(s) and Resident(s) of the Unit, and the family members, guests, and invitees of such Owner(s) and Resident(s), do not interfere with or assume the Association's responsibilities for the landscaping. Such interference includes but is not limited to placing or leaving objects or substances (including animal feces and

urine) on the ground or elsewhere that may damage the landscaping or interfere with watering, mowing, snow removal, or other maintenance activities.

(b) Per Sections 6.3 and 7.18 of the CC&Rs, each Owner and Resident of a Unit shall be responsible for the maintenance of any garden space reserved for the Owner(s) of the Unit. Such maintenance includes but is not limited to maintaining the garden space in a neat, clean, and weed-free condition, and so that it does not obstruct or interfere with adjacent Common Area or Limited Common Area, including walkways and porches.

8. **Building Exteriors**. Consistent with Article 6 of the CC&Rs, the Association, and not the Owners, is responsible for the inspection, maintenance, repair, and replacement of the exteriors of the buildings, which includes building roofs, foundations, and exterior walls, including the exterior paint (e.g., the paint on exterior walls, entry doors, and garage doors), brick work, light fixtures and other exterior building elements.

(a) Each Owner and Resident of a Unit shall be responsible for ensuring that the Owner(s) and Resident(s) of the Unit, and the family members, guests, and invitees of such Owner(s) and Resident(s), do not interfere with or assume the Association's responsibilities for the building exteriors. Such interference includes but is not limited to placing or leaving objects or substances on or near a building that may damage the building or interfere with any inspection, maintenance, repair, or replacement activities.

(b) Consistent with Section 6.3 of the CC&Rs, the Owner(s) of a Unit is responsible for the Unit's planter area and back patio. Such responsibility includes but is not limited to the inspection, maintenance, repair, and replacement of the planter area and back patio. Per Section 6.4 of the CC&Rs, if an Owner fails to timely maintain his planter area or back patio, the Association may perform any such maintenance and assess all related costs to the Owner.

9. **Children**. Each Owner and Resident of a Unit shall be responsible for ensuring that no child of the Owner(s) or Resident(s) of the Unit, or of the family members, guests, or invitees of such Owner(s) and Resident(s), plays or is otherwise left unattended at any time in the Association's asphalt areas.

10. **Nuisances**. The CC&Rs define a nuisance as anything harmful to health, indecent, offensive, or that interferes with the quiet enjoyment of Residents or the Association's maintenance duties, and prohibits such nuisances within the Project, including Common Areas, Limited Common Areas, and Units. Examples of nuisances include noxious or offensive conditions or activities, actions causing discomfort or disturbance to others—particularly if law enforcement is involved—excessive noise or traffic especially during quiet hours from 10:00 pm to 7:00 am, and unreasonable light or sound pollution that is out of character with the Project. The Board is empowered to establish rules related to nuisances, noise, and quiet hours to maintain a peaceful environment. The foregoing is a summary only; *see* Sections 7.10 and 7.20.8 of the CC&Rs for details.

11. **Housing for Older People.** The CC&Rs designate Aspen Condominium as “housing for older persons” under the Housing for Older Persons Act (HOPA), meaning each Unit must be occupied by individuals who are at least 55 years old. Requirements, limits, and exceptions to this rule include:

(1) **Age Exception:** If the last Qualified Resident of a Unit dies, an underage spouse, sibling, or descendant aged at least 45, who was already residing in the Unit, may continue living there, provided they meet the Association’s age verification procedures and the Unit is in Good Standing. This is subject to the HOPA 80% Rule, which requires that at least 80% of Units remain occupied by someone aged 55 or older.

(2) **Temporary Absence:** Residents aged 45 or older who were living in the Unit at the time of a Qualified Resident’s death are considered residents even if temporarily absent due to vacation, deployment, or medical care.

(3) **Age Verification:** The Association must verify Residents’ ages periodically to maintain its status under HOPA. Failure to comply can result in fines, eviction, or foreclosure.

(4) **Occupancy Limits:** Units can house no more than two individuals unless all are related, in which case up to four can live in a Unit. All residents must be at least 55 years old, except as allowed under the Age Exception and Child Exception.

(5) **Child Exception:** In Owner-occupied Units, a child under 18 can reside if the Owner becomes the child’s legal guardian due to the death, incapacity, military deployment, or abandonment by the child’s parents. The Owner must provide proof of guardianship and the circumstances leading to it. This exception is subject to the Unit being in Good Standing and terminates if the requirements are no longer met.

The foregoing is a summary only; *see* Section 3.5 of the CC&Rs for details.

12. **Rentals Prohibited.** The CC&Rs strictly ban renting or leasing Units, both long-term (six months or more) and short-term (less than six months). The term “tenant” includes renters, lessees, and any other long-term or short-term occupants, including guests staying over ten days per year. Exemptions to this prohibition include situations such as military deployment, family occupancy (by a parent, child, or sibling), temporary employer relocation, ownership by a certain type of entity or trust, and pre-existing rentals before the Declaration. Additional exemptions may be granted for specific cases like sabbaticals or religious missions provided the Owner applies in writing and meets the conditions. All tenants must be Qualified Residents, aged 55 or older, and neither the Age Exception nor Child Exception applies to tenants. The foregoing is a summary only; *see* Section 7.32 of the CC&Rs for details.

13. **Fine Schedule.** The Bylaws outlines a schedule of fines for violations: a written notice is issued for a first violation; a \$50 fine is imposed for a second violation of a similar nature within a year; a \$100 fine is assessed for a third similar violation within a year; and a \$150 fine is applied for a fourth or subsequent similar violation occurring within a year of the previous offense. The foregoing is a summary only; *see* Section 11.6 of the Bylaws for details.

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