

**Powderhorn Condominium  
Association  
Rules and Regulations**

Revised  
October 2022

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## PURPOSE

The purpose of these Rules and Regulations is to identify both specific and general standards of behavior that, in the judgment of the Board of Directors, are in the interest of the majority of residents of Powderhorn. Each resident, by choosing to live in a condominium community, has in effect accepted the fact that we must be considerate of our neighbors. In turn, we expect that they will show the same consideration to us. By complying with these Rules and Regulations, each resident will be both giving and receiving the thoughtful respect that must be the cornerstone of condominium living. Comprehensive information detailing the use of condominiums may be found in ARTICLE IV of the Powderhorn Declaration.

If you wish to report violations of the Rules and Regulations, please fill out the Covenant Complaint Form located on the homeowner's portal and email it to [jmorin@hudsoncos.com](mailto:jmorin@hudsoncos.com).

## DEFINITIONS

For those new to condominium living, we would like to clarify some of the terms used in these Rules and Regulations as well as the Declaration of the Association:

Condominium – This refers to the form of ownership of real property under a Master Deed providing for ownership by one or more owners of units of improvements together with an undivided interest in common elements appurtenant to each such unit. This form of ownership combines exclusive ownership of a defined interior space and an undivided interest in the common property. In other words, we as owners, exclusively "own" our unit—that is, the interior space as defined by the Declaration. We also own, in common with all the other owners at Powderhorn, a 1/448 share (there are 448 total units in Powderhorn) of all the “common” property—outside walls, roofs, parking lots, landscape, etc. These things are appropriately referred to as “common elements.”

“General Common Elements” means all tangible physical properties of this Project and real property for which the Association has an obligation to maintain, except Limited Common Elements and the Units, and without limiting the foregoing, specifically includes all parts of the structures or any facilities, improvements and fixtures which may be within a Unit, which are or may be necessary or convenient to the support, existence, use, occupation, operation, maintenance, repair or safety of the structures or any part thereof or any other Unit. The General Common Elements shall include, without limitation, the following:

all of the land, and landscaping, grass, shrubbery, trees, plants, gardens and related improvements, including any landscaped areas within dedicated rights-of-way required by the City of Boulder to be maintained by the Owners of the Project.

all foundations, columns, girders, beams and supports of the structures making up the Project.

the exterior walls of the structures making up the Project; the main or bearing walls within the structures making up the Project; the roof of the structures in the Project; and all portions of the walls, floors or ceilings in a structure that are not part of the Unit.

the maintenance building, pool building, pool, hot tub, tennis courts, green space, the fence enclosing the community garden, mail kiosks, trash enclosures, sidewalks, walkways, parking areas, parking spaces not located in garages or carports, roads, driveways, paths, and related facilities on the Property.

except as otherwise specifically provided herein, all apparatus, installations, structures, improvements, and facilities, which serve more than one Unit; and

in general, all other parts of the Project necessary in common use or convenient to its existence, maintenance, and safety.

“Limited Common Elements” means those parts of the Common Elements which are either limited to or reserved in this Declaration, the Map, or by action of the Association, for the exclusive use of an Owner of a Unit or are limited to and reserved for the common use of more than one but fewer than all Owners.

Parking spaces located in garages and carports are classified as Limited Common Elements.

In addition, without limiting the meaning of the first sentence in Section 2.11.2 of the Declaration, any portion of a chute, flue, duct, pipe, drain, wire, conduit, bearing wall, bearing column, or other fixture which lies completely or partially within and/or completely or partially outside the designated boundaries of a Unit which serves that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit but less than all Units is a Limited Common Element allocated to the Units served.

Any skylights, attics, balconies, decks, and patios accessible from the interior of a Unit, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit’s boundaries, are Limited Common Elements allocated exclusively to that Unit.

The horizontal boundaries of porches, balconies, decks, and patios shall be the same as the interior horizontal boundaries of the Units to which such Limited Common Elements are appurtenant, unless the Map specifically defines other horizontal boundaries.

## RULES AND REGULATIONS

### A. HOMEOWNERS' DUES

1. Due Date and Late Fee Assessments. Your monthly homeowners' dues are payable on the first of each month. Any assessment or portion thereof which is not paid by the 10th of the month shall bear interest from the due date at the rate of twelve percent (12%) per annum, and the Association will assess a \$25.00 late charge thereon. If you are not current in your assessments within sixty (60) days, a lien will be filed against your unit.
2. Payment Options. Checks are to be made payable to the Powderhorn Condominium Association. You may mail your assessments in to 1200 28<sup>th</sup> Street, Suite 100, Boulder, CO. 80303, or you may place them in the drop box at the maintenance building located at 5956 Gunbarrel Avenue. Automatic payments by electronic transfer can also be set up on the homeowner's portal. Please contact management for information regarding the portal.

### B. COMMON ELEMENTS & COURTESY

1. Use of Sidewalks, Driveways, etc. Homeowners, members of their families, their guests or tenants shall not use sidewalks, driveways, entrances, stairways, or passageways as play area(s).
2. Vehicle Operation. No vehicle belonging to or under the control of a homeowner or tenant shall be operated in a careless or reckless manner. All traffic signs on the premises must be strictly observed.
3. Noise Restrictions and Quiet Time. Being a relatively close community, owners and occupants shall exercise reasonable care to avoid making or permitting disturbing, objectionable, loud, or excessive noise. In compliance with State and local ordinances:
  - a. Residents shall not play any musical instrument, radio stereo, television, or use equipment or appliances that create noise at a level that would disturb any other residents. Noise levels must be kept below 55 dB during normal hours.
  - b. No one shall make any noises in the building or on the adjacent grounds that may disturb the occupants of other units during quiet hours, 10:00pm to 7:00am. Noise levels must be kept below 50 dB during quiet hours.
4. Light, Sound and Odor Restrictions. No light shall be emitted from any lot or residence which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any lot or residence which is unreasonably loud or annoying; and no odor shall be emitted from any lot or residence which is noxious or offensive to others. Outdoor lighting which illuminates external stairs and walkways in order to prevent any hazard shall have clear or translucent globes with soft white LED bulbs not to exceed 7 watts. Colored bulbs blacked out globes and tampering or removal of bulbs is strictly prohibited.

5. Balcony and Patio Usage. As balconies and patios are limited common elements, they are subject to the Rules and Regulations. They must be neat in appearance. They must be used for the purpose intended, and not for storage. Items not to be stored on balconies and patios include, but are not limited to: Trash, trash cans, recycle bins, tarps, or large amounts of firewood. In addition, balconies and patios shall not be used for hanging garments, signs, flags, or other articles, or for cleaning rugs, household articles or other items. Nothing can be hung or attached to the balconies.
6. Foliage on Balconies and Patios. Live foliage, kept in good condition, may be on the balconies or patios during the summer months. The Board encourages residents to have flowers on their patios and balconies. Nothing may hang from balconies, patios, or other common areas. All plant containers must have drip pans.
7. Storage on Common Elements. Nothing shall anything be stored or placed on any part of the Common Elements, without prior written consent of the Executive Board, which consent may be granted or withheld in the Executive Board's sole and absolute discretion. Nothing shall be added to, altered, constructed on, or removed from the Common Elements except upon the prior written consent of the Executive Board, which consent may be granted or withheld in the Executive Board's sole and absolute discretion.
8. Storage of Flammables. The storage of flammables in garages is strictly prohibited. Flammables include, but are not limited to, gasoline, paints, lacquers, and propane bottles.
9. Large Appliances and Equipment. The installation of any large appliance (i.e., kilns, high-capacity power equipment, appliances requiring 220-volt power, etc.) in units or garages requires the prior written approval of the Board of Directors, and a licensed electrician must do the installation.
10. Satellite Dishes. The installation of satellite dishes is not permitted on any common element (including, but not limited to, the roof, iron railings, soffits, and/or exterior walls). Satellite dishes may be placed on the patio if they are secured in a tripod or some form of a free-standing base; however, the height may not exceed the patio airspace (i.e., it may not extend beyond the roof and gutter lines).
11. Window Coverings. Within 30 days after purchase, your unit must have proper window coverings consistent in appearance with the building exterior as determined by the Board of Directors and its agents.
12. Display of Signs. Signs are allowed to be placed in no more than two windows of a unit; they must not be more than a total five square feet per condominium unit. Signs are prohibited on limited common elements such as balconies, patios, or any common element of the property.



13. Modification and Usage of Condominiums and Buildings. No structural modifications to condominium units or any modification to the buildings will be allowed without prior written approval of the Board of Directors. No garage or other limited common element shall be converted into a living area. All garages shall be used for parking vehicles or storage purposes only.
14. Window Mounted Air-Conditioners. Window mounted air-conditioning units that extend beyond the window screen are not permitted.
15. Hard Surface Floors. The installation of hard surface flooring in a Unit is permitted; however, when making the decision to install hard surface flooring in the unit, Owners must understand that they are assuming the risk that the hard surface flooring may create a noise nuisance in a Unit located below the area where the hard surface flooring is installed. If it is determined that a noise nuisance exists, the Association has the authority to require the Owner of the Unit to take steps to abate the noise nuisance, regardless of whether the current or a previous Owner installed the hard surface flooring. If the steps taken to abate the noise nuisance are unsuccessful, following notice and an opportunity for a hearing, the Association may require the Owner to remove the hard surface flooring.
16. Solicitation. No solicitation of any kind will be allowed. Doing so will be considered trespassing. If a solicitor comes to your door, please call the Boulder County Sheriff and register a complaint.
17. Wood Burning Restrictions. No wood burning in any fireplace is allowed during high winds or on high pollution days.
18. Changing or Disposing of Oil. Because of today's environmental concerns and continuing damage to the Association's common property, changing the oil in any vehicle is not permitted on the Powderhorn property. Disposal of oil is not permitted in the trash containers or anywhere on the Powderhorn property. Fines will be assessed for violations.
19. Vehicle Repairs. No vehicle may be placed on jacks, jack stands or blocks for maintenance of any kind. No major repairs of vehicles will be permitted. The cost of repairs for any damage to the asphalt or common areas will be assessed to the condominium owner.
20. Condominium Usage. Condominiums are for residential use only. No retail business or profession may be operated from a condominium unit that will cause an increase in traffic or any inconvenience to other residents. No signs or advertising are permitted other than those specifically allowed in item 13 above.

21. Grills and Smokers. Charcoal and wood burning devices are prohibited on the property and will not be permitted on any patio or breezeway for any reason or use. In accordance with the fire codes and county regulations, no grilling with gas grills is permitted within ten (10) feet of any building or combustible material. Additionally, storage of any propane tank (LP canisters) larger than one pound is not permitted on the condominium property.
22. Smoking. Smoking outside any condominium unit is prohibited within twenty (20) feet of any door or operable window of residential buildings, including all limited common elements such as balconies, porches, and stairs.
23. Garage Sales. Community-wide garage sales are scheduled by the Board of Directors. Individual garage sales are not permitted.

### C. PARKING

1. Prohibited Areas. No parking is permitted in front of fire hydrants, garage doors or trash containers. Violators will be towed without notice at the owner's expense.
2. Maximum Vehicle Size. No trucks or vehicles over  $\frac{3}{4}$  ton are allowed.
3. Vehicle Restrictions. No parking of motor homes, boats, trailers, campers, oversized vehicles, commercial vehicles, or equipment shall be stored or parked anywhere within the Project except while temporarily engaged to transport to or from a Unit. Total vehicle length, including any add-on accessories—bike racks, snowplows, etc.—must not exceed 19 feet in length. Vehicles must be parked between the lines of the parking space to allow use of the parking spaces on either side by other vehicles. Width, including mirrors and protrusions, cannot exceed 82 inches (maximum).
4. Parking and Vehicle Restrictions. Vehicles shall be parked within designated parking spaces. No more than two vehicles per unit may be parked on the property.
5. Unused/Abandoned Vehicles. No unused vehicle of any kind shall be stored or parked on any portion of the condominium property except in the three-story unit's garages and designated parking space of a "C" unit owner in the three-story buildings, "carport". (Any vehicle that has not been driven for two weeks or more is considered to be an unused vehicle.) An "abandoned or inoperable vehicle" shall be defined as any vehicle that is not capable of being driven under its own propulsion, or does not have current registration, or license plates or other identifying marks have been removed from the vehicle, or the vehicle exhibits other characteristics of abandonment or inoperability, such as, but not limited to, flattened tires.
6. License Plate Tags. All vehicles must display current license plate tags.
7. Moving Vans and Containers. Moving vans are permitted on the property only during

loading or unloading. Moving containers allowed on the property for 48hours. Placement of moving containers must be pre-approved with the Board or Management.

#### **D. PETS**

The Association does grant unit owners approval to have a pet that is consistent with the responsibilities associated with living in a condominium community and in compliance with Boulder County ordinances. In the event an animal becomes obnoxious to other owners or tenants, the condominium owner will receive written notice to correct the problem. Violation of any of the pet rules will result in the revocation of the Association's pet approval.

1. Leash Law. All Dogs outside of the living unit must be on a leash in your hand and handled by someone who can control the pet. This rule is for the safety and comfort of all residents. All pets must be in compliance with the Boulder County leash law and immunization requirements.
2. Pet Waste. In order to provide a clean environment for all residents and to keep the grounds well-groomed and attractive, pet owners are responsible for picking up animal droppings as they occur. Failure to do so will result in fines charged to the unit owner because they are ultimately held responsible for the actions of their tenants.
3. Unattended Pets on Balconies, Patios, or Common Areas. No pet is permitted to be left unattended on any balcony, patio or common area, or to create unsanitary conditions for other residents. Any animal left alone on a patio or balcony when the door into the unit is closed is considered to be unattended.
4. Securing Pets to Common Elements. No pet may be secured to any limited common element of the Association. Pet owners shall be held liable for any pet damage to the common elements.
5. Owner Liability for Pets. Owners will be held liable for any pet that attacks another person or pet. Actions taken may include a fine, permanent removal of the animal from the community, and/or revocation of the owner's pet approval.
6. Pet Limitations. No more than two pets are permitted per unit.

#### **E. POOL AND SPA**

To aid in assuring the enjoyable use of the pool facilities by all residents, the rules that pertain to the pool and spa are imperative and must be adhered to at all times.

1. Hours of Use. The hours of the pool and hot tub facilities are as follows:  
Pool: Sunday-Saturday, 7:00am-11:00pm  
Hot Tub: Sunday-Thursday, 7:00am-10:00pm  
Friday-Saturday, 7:00am-11:00pm
2. Pool Cards. Residents must have their pool card to gain access to the facility. The Pool Card replacement charge is \$75.00.
3. No Lifeguards. There is no lifeguard on duty. Residents swim at their own risk.
4. Grills and Glass Containers. Grills and glass containers of any kind are not permitted in the pool enclosure.
5. Rules for Tenants and Guests. Homeowners are responsible for the conduct of their tenants and guests. Only two guests per unit are allowed.
6. General Conduct. Running, pushing and general rough housing are not permitted.
7. Music. Music should be kept at low volume. Enjoy your music but be considerate of others.
8. Flotation Devices. Rafts and inner tubes are prohibited. Air mattresses are restricted to the north leg of the pool, away from the lap lanes.
9. Smoking/Vaping Restrictions. Smoking/Vaping is not allowed in the pool or spa area or within 20 feet of the exterior fence surrounding the area.
10. Pet Restrictions. Pets are not allowed in the pool area. (A reasonable Accommodation must be granted by the Board of Directors)
11. Showering Requirements. Use of the shower is required before entering either the pool or spa.

## **F. TENNIS COURT**

1. Hours of Use. The tennis court may be used between 8:00am and 9:30pm only. Reservation sign-up is located at the tennis court entrance.
2. Restrictions. Pets, skateboards, rollerblades, bicycles, skates, etc. are strictly forbidden.
3. Tennis Shoes Only. Only tennis shoes are allowed on the court. Running shoes and street shoes are not permitted.

## **G. RENTING YOUR UNIT**

Owner shall have the right to lease his or her Unit in its entirety upon such terms and conditions as the Owner may deem advisable; provided, however, that:

1. No lease shall be made for less than a period of thirty (30) days.
2. No lease shall be for less than the entire Unit, except that Owners occupying their Units shall be permitted to have roommates.
3. All leases shall be in writing and shall provide that the lease is subject to the terms of the Association Documents and a copy of the Rules and Regulations are provided to the Lessee with the lease.
4. No Unit may be sublet.
5. No Unit shall be leased for short term holiday or vacation rentals.
6. A Unit may be leased only for the uses permitted in the Declaration.
7. Within five (5) business days after execution of a lease, the Owner of the Unit being leased shall provide the Association, with a copy of the lease, contact information for the Lessees and identifying information for all vehicles of the Lessee which shall be parked in the Project. Information should be sent to Hudson Real Estate or emailed to [jmorin@hudsoncos.com](mailto:jmorin@hudsoncos.com).

## **H. EMERGENCY PROCEDURES**

1. Call 911
2. In case of fire, immediately vacate the building and alert other residents to do the same. If at all possible, close doors and windows before vacating to help keep the fire from spreading. (Per Boulder County Fire Marshall)
3. In the event of an emergency that might result in the loss of life or damage to any common element, please call 911 and Hudson Real Estate (303-442-6380).
4. The Boulder County Fire recommends that every unit have at least a one-pound fire extinguisher (Type A, B, or C), and that fire detectors be tested on a regular basis. In addition, owners should have dryer vents and chimneys inspected/cleaned annually.

## **I. VIOLATIONS AND ASSESSMENTS**

Rules and Regulations have been amended and adopted to meet the specifications of the current Powderhorn Declaration and Colorado Laws Owners are responsible for their tenants and guests. The uniform penalty section is detailed below.

Fines for Health & Safety Violations. If the Respondent fails to cure a health and safety violation within 72 hours of receiving the Health & Safety Notice, the Association may fine the Respondent as frequently as every other day for ongoing or repeated violations according to the following fine schedule:

| <u>Fines for Discrete Violations</u> | <u>Fine Amount</u> |
|--------------------------------------|--------------------|
| First Violation                      | \$500.00           |
| Second Violation                     | \$750.00           |
| Third & Subsequent Violations        | \$1,000.00         |

Fines for Regular Violation. Fines may be levied by the Board or the impartial decision maker for regular violations of the Documents as follows:

| <u>Fines for Discrete Violations</u>          | <u>Fine Amount</u> |
|---|--------------------|
| First violation (first Notice of Violation)   | \$50.00            |
| Second violation (second Notice of Violation) | \$200.00           |
| Third violation (third Notice of Violation)   | \$250.00           |

Request for Hearing. Respondents may request a hearing to appeal any fine for a regular violation by submitting a written request to the Association within 14 days of the date the Association issues the Notice of Violation or assesses a fine for the violation described in the Notice of Violation.

Commencement of Legal Action. The Association is not required to impose fines before seeking to enforce the Documents by taking legal action, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief, damages, or both.

## SUMMARY

We believe Powderhorn is a great place to live, and we want to maintain the reputation of being an attractive, pleasant, and enjoyable community. Only by thoughtful consideration of one another will it remain so. Thank you for your continued cooperation and support.

Your Board of Directors

