

Retreat on the Blue Condominium Association Rules and Regulations

Revised January 19, 2024

These Rules and Regulations are adopted by the Board of Directors pursuant to the Bylaws of the Association.

ALL OWNERS AND NON-OWNER OCCUPANTS, GUESTS, RENTERS, OR RENTAL AGENCIES
SHALL COMPLY WITH THESE RULES AND REGULATIONS.

1. Each unit may be used and occupied for residential purposes only.
2. No immoral, improper, offensive, or unlawful use of the property shall be permitted. All valid laws, ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.
3. The premises shall not be used in any way or for any purpose that may endanger the health or unreasonably disturb the occupant of any unit. This includes bright or glaring light, loud or annoying sound, noxious or offensive odor, and barking or aggressive dogs.
4. Owners shall not permit any use of their unit or Common Elements that will increase the insurance premiums or result in cancellation of the insurance policy for the property.
5. Any damage to Common Areas or common personal property caused by an Owner, guest, or tenant shall be repaired at the expense of that unit's Owner.
6. No fireworks of any kind shall be stored, carried, ignited, displayed, or exploded on any part of the property, except as expressly authorized by the Board of Directors.
7. No firearms shall be discharged on the property.
8. No unsightly objects or nuisances (including signs, posters) shall be erected, placed, or permitted to remain on the premises. This includes Open House, For Sale, and For Rent signs without the written permission of the Board of Directors. Placement of a single sign will be permitted in the window only and must be removed in a timely manner.
9. No fences, walls, or other barriers shall be permitted.
10. Except for satellite dish installation addressed in 11. below, no wiring or other exterior equipment installation (electrical, telephone, extension cords, television or radio antennae, air conditioning units, swamp coolers, patio heaters or other ventilating equipment etc.) shall be placed on building exteriors. Holiday lights are an exception and shall be removed in a timely manner.
11. The installation and use of satellite dish antennas is allowed within the Retreat on the Blue condominiums with prior approval of the Board of Directors (BOD). Such installations must be completed in good taste and in a manner not to detract from the attractiveness of the condominium complex. Installation guidelines are provided below:
 - A. Board of Director request and approval is required BEFORE antennas are installed
 - B. No more than two (2) antennas allowed per unit

- C. Dish antennas cannot be larger than 24" in diameter
 - D. Preferred locations for mounting:
 - a. Porch post
 - b. Mounted on building side in a non-obtrusive manner
 - c. Mounted on ground in a non-obtrusive manner
 - d. Blue River (east) side of buildings C&D, west side on buildings B&E, on south side of S and north side of N buildings
 - E. Mounting areas that are not acceptable:
 - a. Roof ridge line
 - b. Roof edges where dish "stands out" when viewing
 - c. Top of garage wall (no structure above)
 - d. Any installation location that distracts significantly from the guidelines above
12. Temporary structures or vehicles such as tents, buildings, mobile homes, recreational vehicles, trailers of any kind, or boats, shall not be parked or stored on the premises for longer than 72 hours.
13. No commercial vehicle may be parked or stored on the premises at any time. A commercial vehicle is defined as fleet vehicles, company cars, or other vehicles used for business. Examples include: truck greater than $\frac{3}{4}$ ton, semi-truck, van, coach, bus, taxicab, box truck, etc. The exception is vans or trailers used while moving. In these circumstances, the van or trailer may not be parked overnight on the premises unless specifically requested and granted by the Association's management company.
14. All parts of the property shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage shall be allowed to accumulate nor any fire hazard to exist. Garbage and trash shall be disposed of in the proper receptacles and shall not be allowed to stand or accumulate thereon. Garbage and trash may not be left in/on Common Areas.
15. Hot Tub
- A. All persons must shower before entering the tub.
 - B. Hot tub may only be used within the hours posted.
 - C. Children under 16 years must be accompanied by an adult.
 - D. No pets are allowed.
 - E. No glass containers, smoking, alcohol or food is permitted in hot tub area.
 - F. Cover must be reinstalled after use.
 - G. No suntan lotions or oils are permitted.
 - H. Persons with skin, ear, genital, or other infections or open wounds or sores may not use the hot tub.
 - I. Hot tub hours are 10:00 AM to 9:00 PM.
 - J. Use of speakers of any kind (for music, pod casts, etc.) are prohibited.
16. No gasoline, motor oil, or other flammable items shall be stored in units.
17. The Association assumes no liability for, nor shall it be liable for any loss or damage to articles left or stored in any unit in/on Common Areas. No storage of any materials or personal property is allowed in/on Common Areas.

18. Common sidewalks, driveways, entrances, landings, and decks shall not be obstructed or used for any other purpose than ingress and egress. Personal property shall not be left or stored in/on Common Area. Appropriate outdoor patio furniture, plants, and barbecue grills may be placed on unit decks only. Barbecue grills must remain on each unit's deck and may not be placed on lawns, sidewalks, or other Common Areas.
19. Only propane and electric grills are permitted for barbecuing on the premises. All other types of grills are prohibited. Propane heaters are allowed on back decks, so long as situated a safe distance from the building siding and conform to local fire codes.
20. The decks and balconies shall be kept neat and tidy and shall not be used for open storage or hanging of garments or other articles inappropriate for normal deck and balcony use. Items of a glaring or unsightly color shall be positioned so as not to draw attention.
21. No occupant shall permit anything such as rugs, brooms, or mops to be swept, thrown, or shaken out of doors, windows, or over decks, balconies, or stairways.
22. No animals of any kind shall be raised or bred on the property.
23. Owners may keep up to 2 dogs and 2 cats as household pets subject to the Covenants, Conditions & Restrictions (CC&Rs). However, if any pet proves objectionable because of noise or actions of an offensive nature, the Owner may be required to remove it from the property. Animals must be carried or walked on a leash when in/on Common Area. Pets shall not be allowed to run free and defecate on Common Areas unsupervised. Handler of pet must pick up feces immediately. At no time are dogs to be left unattended on balconies, decks, or patios.

Owners must pick up after their dogs. The fine for the first offense after a warning was sent to the owner shall be \$100.00. The fine for the subsequent offenses shall be \$250.00. Any violations after the second offense can result in the dog being permanently removed from the Retreat on the Blue property.

24. Non-Owners are prohibited from having any animal in the unit or in the Common Areas unless they are the guests of the owners, and the owners are residing in the unit during the same period. Tenants with pets (other than a Service Animal per the ADA) must supply Emotional Support Animal paperwork (ESA Letter) to ROTB Property Management annually to be held on record. Tenants without annual ESA paperwork may NOT have pets on the premises. In the case of Emotional Support Animals, this means that you must have a doctor's letter on file which documents why a person needs this animal in the condo.
25. Garages may only be used for parking a vehicle and storing an Owner's personal possessions, not for running a business. Any use of a Garage Space that does not allow a vehicle to be parked within such space is expressly prohibited. No gasoline, gasohol, distillate, diesel, kerosene or similar volatile combustible or explosive materials shall be stored in any Garage Space except in the fuel tanks of vehicles.
26. Garage doors must be closed except for entrance/exit or when other activity is taking place within the garage.
27. No work or modification of any kind shall be done upon exterior building walls by any unit occupant.

28. Any vehicle obstructing entrances, garages, dumpsters, or fire hydrants will be towed immediately at the owner's expense.
29. Abandoned, unlicenseable or inoperable vehicles shall not be stored or parked on any portion of the property. Vehicles in the parking lot shall be moved at least every 72 hours assuring the vehicle is operable, the vehicle is not being stored, and aids in snow removal operations.

Condominium owners or their long-term tenants cannot have vehicles parked on the ROTB property on a long-term basis that are not being regularly driven and cannot have an excessive number of vehicles. An excessive number of vehicles will be defined as more vehicles than there are residents currently residing in the unit with driver's licenses. Multiple vehicles for any one driver that are regularly used are permitted. A period in excess of two weeks is considered a long-term basis.

No automobile, truck, van, or other vehicle should be stored long term on the ROTB property for more than a month without the express permission of the Board of Directors, regardless if the vehicle is moved from one parking lot space to another within the allotted 72 hour period. Owners with garages are required to park their vehicle in their garage if they are going to be gone more than 30 days.

Any vehicle that is found parked on the ROTB Property that is determined to not have a valid and current license plate must have a valid plate placed on the vehicle or the car will be immediately subject to being towed.

Violations of any of the above vehicle restrictions will result in the vehicle being marked for towing. All expenses with regard to towed vehicles will be the responsibility of the owner.

The expense of towing/storage shall be charged to the vehicle owner. If the vehicle owner is a member of the Association, the cost thereof shall be added to his/her next association assessment.

30. Vehicles shall be parked only within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed, including "handicapped" spaces. Vehicles not parked according to the Rules & Regulations may be towed at the vehicle owner's expense.
31. As a courtesy to other Owners, those Owners who own 2 or more cars should park only 1 (one) of their vehicles at any one time in those spaces at the front doors.
32. Speed limit on all driving and parking areas is 10 m.p.h.
33. No mechanical work on vehicles is permitted in the common areas.
34. Owners are responsible for the actions of guests, tenants, and agents, including rental agents and contractors.
35. All entry doors into each unit will be keyed to a master key that is retained by the management company. No Owner or occupant shall alter any lock or install a new lock on any entry door into any unit without alerting the management company. If Owners choose to take their locks off from the master-key system, they must understand that, in an emergency, their door could be damaged to allow entrance. The repair of

this damage shall be the Owner/Insurance Company's responsibility. All owners shall permit a right of entry to the Board of Directors or any other person authorized by the Board of Directors, whether the Owner is present or not, for access through each Condominium Unit to all Common Elements, from time to time, as may be necessary for the routine maintenance, repair or in the event of an emergency.

36. Owners shall be responsible for providing keys to guests, renters, or other persons entering with their direct authority. If a rental agency is involved, it shall be that agency's responsibility to distribute keys to their renters. At no time is the management company responsible for providing access to private condominium units except for emergencies. Only people authorized by an owner or rental agency will be given access to any unit.
37. Owners may lease or rent their units upon such terms and conditions as the owners choose, subject to:
 - A. Any lease or rental agreement shall be in writing and provide that the lease is subject to the terms of The Retreat on the Blue River Declarations, Articles of Incorporation, Bylaws of the Association, and the Rules & Regulations of the Association.
 - B. Any failure of lessee or renter to comply with the terms of the Declaration Articles, Bylaws, or Rules & Regulations of the Association shall be in default under the lease or rental agreement, enforceable by the Board of Directors.
 - C. The maximum number of lessees/renters shall not exceed 3 people per bedroom on leases that exceed 30 days duration.
38. A screen/security door is allowed but must be the following model: Larson-Model 246-352 -- full view brushed Nickel in the color earth tone brown

Owners must submit a request to the Board of Directors for approval if interested in purchasing a door different from the aforementioned.
39. Quiet Hours shall be imposed on all occupants and will be from 10:00 PM to 8:00 AM. Loud music or other noise shall be silenced between these hours both within units and on Common Areas. Further, stereo and/or home theatre "sub-woofer" type speakers that create excessive bass sounds, thumping and/or cause vibration within units are not permitted.
40. Window Coverings shall be blinds or verticals in colors of white or almond made of vinyl, aluminum, fabric or painted wood. A white or almond drapery or drapery liner that does not permit color to show through can also be installed. All other interior window coverings visible from the exterior of the Condominium Unit must have the prior written approval of the Board of Directors.
41. The only permitted natural gas appliance within the interior of each Condominium Unit is a natural gas fireplace. No other natural gas appliances are allowed. Also, no stand-alone appliance or gas heater is allowed within a Unit.
42. No Owner shall (a) make any structural addition or modification to such Owner's Unit, (b) paint or alter the exterior of such Owner's Unit, including doors, windows and light fixtures, or (c) paint or alter the

exterior of any Building, without prior written consent of the Board of Directors. In any Unit which is located above another Unit (“stacked”), the floor shall remain carpeted as it was originally installed. In the event of replacement, the new carpet and pad shall be at least of the same quality and consistency as the carpet being replaced. The installation in these Units of wood, tile or any other hard surface floor coverings are expressly prohibited.

43. The Board of Directors, in its sole discretion, shall resolve situations not covered by these Rules & Regulations.
44. Exceptions to these rules may be granted only with the written permission of the management company and the Board of Directors.
45. All complaints should be directed initially to the HOA’s management company.

Enforcement of Rules & Regulations

The Board of Directors has the authority to institute a schedule of reasonable charges against owners or their agents for violation of these Rules & Regulations, CC&Rs, the Bylaws, and the Declaration of Articles of Incorporation. Reasonable procedures, including notice of alleged violations and opportunity to be heard by a grievance committee, may be implemented by the Board. All fees, charges, penalties imposed by the Board, and costs incurred by the Association in enforcing the Rules & Regulations shall be considered assessments enforceable against Units as set forth in the Bylaws and Declarations of The Retreat on the Blue River Condominiums.

The Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules & Regulations, the Bylaws, or the Declaration, including assessment of charges and penalties, the filing of a lien, the filing of an action for injunction or money judgment, or filing of a suit for unlawful detainer.

Penalty Schedule

First Offense:	written warning
Second Offense:	\$50 assessment against the Unit
Third Offense:	\$100 assessment against the Unit
Fourth Offense:	\$200 assessment against the Unit
Each Subsequent Offense:	\$500 assessment against the Unit plus legal action

Special Note: Rule 23 Above has been amended to increase the fines for any violation of our rules pertaining to dogs. The new penalties are specified under that rule.

Collection Policy

Refer to the Association’s Collection Policy adopted by the Board of Directors on May 19, 2015.