



*HILLSBORO CONDOMINIUM
OWNERS ASSOCIATION, INC.*

WWW.HILLSBOROAOA.COM

**RULES AND REGULATIONS FOR ALL OWNERS,
RESIDENTS AND VISITORS.**

Amended March, 2016

HELPFUL PHONE NUMBERS / WEBSITES –

FIRE, POLICE, MEDICAL EMERGENCY 911

Z&R PROPERTY MANAGEMENT (719) 594-0506
Darren Burns / Chris Schade
Darren@zandrmgmt.com / Chris@zandrmgmt.com
6015 Lehman Drive, Suite 205
Colorado Springs, CO 80918

POLICE -- NON EMERGENCY (719) 444-7000

IMMEDIATE TOWING AND RECOVERY (719) 510-9824

SERVICE NUMBERS

COLORADO SPRINGS UTILITY 448-4800
REPAIR 448-4848

CENTURYLINK (LOCAL PHONE SERVICE) 1-877-837-5738

COMCAST (XFINITY) CABLE 1-866-824-4010

NEWSPAPER -- THE GAZETTE 1-866-394-6397

HOUSEHOLD CHEMICAL WASTE DISPOSAL
(PAINT, OIL, CHEMICALS, ETC.) (719) 520-7878

HELPFUL INFORMATION NUMBERS

HOSPITALS ((ALL (719) AREA CODE))

MEMORIAL CENTRAL 365-5000
MEMORIAL NORTH 364-5000
MEMORIAL CHILDREN'S 365-0000
NURSE MEDICAL ADVICE 444-CARE (2273)

PENROSE/ST. FRANCIS 776-5000
"ASK A NURSE" 776-5555

PUBLIC SCHOOLS
FALCON DISTRICT 49 495-1100

SILVER KEY
SENIOR CITIZEN ASSISTANCE 884-2300

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Rules and Regulations of
Hillsboro Condominium Owners Association, Inc.

Maintaining the quality of life and protecting property values for all residents is the intent of your Unit Owners Association's governing documents.

The information contained in this document applies to owners, tenants, visitors and delivery people or contractors alike. The obligation of all individuals to abide by regulations described in this document is stated in the Condominium Declarations. Owners are responsible for ensuring tenants, visitors, delivery people or contractors comply with the Declaration and Rules and Regulations, regardless of the length of time they are present. This summary has been prepared as a covenant reference for both owners and tenants and is not intended to take the place of the official Declaration of Covenants for the Hillsboro Condominium Owners Association that all owners have a copy of and should be familiar with.

Owners who rent their units are responsible for providing a copy of the Governing Documents, including the Rules, to their tenants. The owner is liable to the Association for the collection of any penalties assessed for violations of the Association Rules and Covenants. Violations of the Rules should be reported to the Management Company in writing. If you have any questions, please contact the Management Company for clarification. In all instances, the recorded Declarations will supersede any rule, regulation, or policy set by the Board of Directors if it is a direct conflict.

ADVERTISING/SIGNS

General

No advertising or sign of any character, For Sale, or For Lease sign shall be erected, placed or permitted on any commonly maintained areas or common elements other than a unit street number. "FOR SALE or FOR RENT" signs of a standard real estate size may be placed in the interior of a window. ***Once the unit is sold or rented, the sign shall be removed. The unit shall be deemed to be sold once closing has occurred or, if there is no closing through a title company, the deed has been given to the new owner.*** This rule is not intended to prevent unit Owners from displaying the American Flag so long as the flag or flag pole are not attached to the exterior of the building and the flag is kept within the resident's balcony, patio or inside the unit and displayed according to Federal guidelines.

Political Signs

Political signs may be displayed as follows:

- I. Political signs may be placed within the window or within the patio or balcony. Signs may be displayed 45 days prior to the election and must be removed no later than 7 days following the election.
- II. Signs may be no larger than 36" by 48" in size.
- III. Only one sign per political office or contested ballot issue is permitted.

- IV. A political sign is one that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

AIR-CONDITIONERS AND HEATERS

Installation of any new cooling and heating apparatus must be pre-approved by the Association in writing before being installed. Window fans outside the window screen and window air conditioners are strictly prohibited.

ANTENNAE AND SATELLITE DISHES or CABLE

- I. Cable TV connections are installed in every unit. The Owner or tenant may contract with Xfinity for that service.
- II. Satellite Dishes are permitted but only in certain areas and are prohibited from being installed without written permission from the Association. Satellite dishes are not permitted to be installed onto the building in any manner, including the roof or any outside wall of the building which includes the area of the patio. Satellite dishes may only be installed in the patio (balcony) area and must be free standing. All satellite dishes and any accessories must be kept in an attractive and well maintained condition.
- III. Any wall penetrations to run coaxial or other cables from the dish into the unit must be professionally sealed with clear and paintable urethane or silicone to prevent water intrusion. Any damages (whether immediate or long term) as a result of improper wall penetrations or sealing thereafter shall be the sole responsibility of the unit Owner.
- IV. Television / Internet service may also be contracted from a vendor using a telephone connection (land line).

ARCHITECTURAL CONTROL

No exterior additions to, alterations of or decoration of buildings or any changes in walls or other structures or fixtures (lights, etc.) or improvements shall be permitted without the prior written approval of the Association. Upon submission of a written detailed plan to the Property Manager to include specification, unit plans, height, square footage, materials, color, grading, etc., the Property Manager shall review and recommend action to the Board of Directors. The Board of Directors shall respond within sixty (60) days of the date the plans are submitted. Please refer to the governing documents for a more complete description of the regulations surrounding the Architectural Control.

Flooring

No Owner may install hard surface flooring, including tile, marble, granite or wood on the floors in second or upper floor Units. Kitchens and bathrooms may have vinyl flooring. All other areas in the Unit shall be carpeted.

Doors

Owners are not permitted to change the color or design of the doors. Storm doors will be permitted provided that they are white in color. Owners may replace balcony/patio sliding glass doors with more efficient sliding glass doors provided that the style remains the same and the replacement door frame is white.

Dryer Vents, Duct Work and Fans

Dryer vents and ducts are considered extensions of the interior plumbing of the home and the fans (where applicable) are considered interior appliances. As such, unit Owners are responsible for cleaning, repairing and maintaining all of the above.

Window Treatments

The portion of window treatments, draperies, and shades which can be seen from the outside must be white.

COVENANT AND R&R's VIOLATIONS AND FINES:

Please refer to the Association's Policies and Procedures for the most recent Covenant and Rule Enforcement Policy.

FREEZE UPS

It is the individual Unit Owner's responsibility to prevent water pipes from freezing. Owners must take steps to ensure that their units are properly winterized. Suggestions to help prevent freezing include leaving kitchen cabinet doors open, leaving the water running at a trickle in the kitchen sink, and keeping the heat in the unit on and the air circulating whether or not the unit is occupied.

If you plan on traveling for an extended period of time or if your unit is vacant, you should shut off the water to the entire unit at the main valve to prevent freeze breaks and other plumbing breaks that can cause significant damage. In the event of damage, and it is determined that the resident was negligent, the Unit Owner shall bear full responsibility for the damage and any associated costs. In addition, the Association shall require that the Unit Owner pay any Association deductibles for an insurance claim, if applicable. Owners are expressly prohibited from disconnecting other utilities to a unit at any time. Gas and electric must be kept on and at appropriate levels to ensure the unit is properly heated.

GARAGES

Pursuant to the Declaration, garages were assigned for the exclusive use of particular Units. Some garages were assigned to a Unit in a deed separate from the deed to the Unit. Notwithstanding the separate deed, the garage is a Limited Common Element and cannot be separated from the Unit pursuant to *Article I, Section 1.4 (B) of the Declaration of Covenants, Conditions and Restrictions*.

All garages were originally assigned/sold by the Declarant. After that assignment, the use of the garage cannot be transferred or sold separately from the Unit and upon sale of the Unit; the Owner has no further right to use the garage.

GARAGE DOORS

Overhead garage doors shall be kept closed at all times except during ingress and egress or unless the garage is being actively attended (i.e. loading or unloading, cleaning, etc.). Garage door openers are allowed. All components of the garage door, the frame, tracks, openers, remotes, etc. are the individual maintenance responsibility of the Owner.

HAZARDOUS ACTIVITIES

No hazardous or unsafe activities will be permitted or conducted in the Community. This includes, but is not limited to, open fires, the discharge of firearms, unsafe storage of flammable materials anywhere within the confines of the property or within the units, exceeding a speed of 10 miles per hour within the Community (see paragraph titled Speed Limits), and climbing on or around retaining walls or any other Common or Limited Common elements and fencing.

The Association will not accept responsibility for damage or injury that is a direct or indirect result of a guest, tenant, or Unit Owner engaged in or allowing any of the activities listed above. Propane, natural gas or electric grills or fire pits are allowed on patios or balconies. The right to have and use a grill shall also entail the requirement to use such grill in a manner so as not to disturb neighbors with excessive smoke. In the case of written complaints from three separate neighbors for offensive smoking of a grill, the owner or tenant shall be required to discontinue use immediately and any propane tanks must be removed from the grill. Hibachi's, "smokers," charcoal and wood grills, wood burning and charcoal fire pits are all expressly prohibited.

NUISANCE – ODORS, LIGHTS AND UNLAWFUL USE

Noise

Musical, sound reproducing instruments, electronic equipment or radio transmitters shall be operated in such a way that the sounds which may be heard beyond the confines of each Condominium or patio or balcony or personal vehicle shall be kept to an acceptable level. It is understood that common walls do allow sound to filter through and sounds will be heard in each unit from other units. These same devices may not be played or operated in common elements to include drives, sidewalks, parking areas and planted areas.

No excessive noise is permitted after 10:00 p.m. pursuant to Colorado Springs City noise ordinance. Please refrain from using washing machines, dryers, vacuum's, dishwashers or any other loud appliance after 10:00 p.m. and before 7:00 a.m.

City Code 12.22.204 prohibits operation of a motor vehicle with an exhaust system that has been modified in a way which amplifies or increases the noise emitted above that emitted by the exhaust system originally installed on the vehicle. Any vehicle so altered or with a screeching fan belt or other excessive engine or exhaust noise shall be considered a nuisance.

Lights

No direct lighting shall be installed on the exterior of any unit that causes a disturbance to other units.

Noxious Odors

No odors shall be emitted from any unit that is unreasonably noxious or offensive to others.

PEST EXTERMINATION

The type and location of insect or pest will determine whether the Association or the owner is responsible for the extermination/removal of insects or pests. The following are the restrictions for payment by the Association for extermination of pests:

- I. The Association will pay for the expense for extermination or removal of pests that can be a danger to human life, such as bees and wasps or snakes, or a danger to physical property, such as termites, rodents or pine beetles, if the pests are on the exterior of a building, in the General Common Elements or other area for which the Association has maintenance responsibility.
- II. The Owner is responsible for the extermination or removal of pests located within the Unit or which originate from the Unit (i.e. cockroaches, bedbugs, ants, etc.). The Association will be responsible for the extermination or removal of such pests only if the Association's negligence caused the pests to be present. In the event the Association arranges for the extermination removal of such pests within a Unit and later determines that the Owner was responsible, the Owner shall be responsible for reimbursing the Association for any costs incurred.
- III. The Board of Directors reserves the right to determine what type of pest is to be included in any extermination or removal plans of the Association.
- IV. The Association will not pay for the expense of interior or exterior extermination of any pests that do not fall under either category 1 or 2. For example, ants, roaches, fleas, mites, and spiders.
- V. Any request by a Unit Owner for the Association to pay for the expense of exterior or interior extermination must meet the following conditions:
 - A. A request is received in writing from the Unit Owner.
 - B. The request includes the type of pest, an estimate of cost, the name of the Extermination Company, proof of licensing and insurance if the extermination is to be external, and a justification for the expense being absorbed by the Association.
 - C. The request must be provided to the Association prior to any work being completed.

- D. Under no circumstances will the Association pay for the removal of pests if it is determined that the pests are non-life threatening or a result of negligence on the part of the Unit Owner. For example, extermination of ants or extermination of roaches in a unit that is not clean and sanitary.
- VI. In the event the Board of Directors decides to pay for the removal or extermination of pests as requested by an Owner, the Board of Directors is not obligated to hire the contractor suggested by the Owner and this in no way will set a precedent for future treatments in any unit.

PETS AND ANIMALS

Only household pets may be kept on the property. Household pets are defined as dogs, cats, birds, turtles, hamsters, gerbils, guinea pigs, and fish. Reptiles, poultry, rabbits, pigs, insects, spiders, livestock and rodents not specified above are not considered to be household pets. *Dogs, when fully grown, may not be larger than eighteen (18) inches in height when measured at the top of the shoulders or heavier than 35 pounds.* Pets may not be kept for breeding or commercial purposes.

- I. The right to keep a household pet shall be coupled with the unit Owner's responsibility to pay for any damage caused by residents, tenants or visitors to the Owner's unit. The Board of Directors reserves the right to assess to the unit Owner's account the costs of all pet damage to the common or limited common elements by any pets residing in or visiting the unit or the community. All dogs/cats and other pets must have all applicable current license tags, vaccinations or permits pursuant to the City of Colorado Springs governing ordinances or any other local, state or federal ordinance.
- II. No more than a total of 2 (two) pets shall reside in or visit a unit for any period of time.
- III. Every owner of a pet or individual attending to a pet shall maintain strict control of the pet and shall prohibit the pet from making loud, disturbing noises and other behavior reasonably annoying to other unit Owners.
- IV. **Pets must be on a leash at all times** with the leash in the hands of a responsible individual, who shall have the strength to restrain the pet with the leash under any circumstances. This means any area outside the footprint of your home. Any pet running at large, whether licensed or not, may be impounded by the Humane Society in accordance with the City of Colorado Springs governing ordinances and will subject the owner to fines.
- V. Tethering pets in the common elements, on patios or balconies is not permitted. Any tethers of any type (i.e leash, rope, chain, etc.) located on the common or limited common elements will be removed immediately without notification. Pets are not to be left on patios for any length of time unless actively attended.
- VI. Animal feces are to be picked up and removed immediately by the owner or individual responsible for controlling or attending to the pet. Failure to immediately pick up after pets may result in fines and billing of contractor services to do so. Allowing a pet to defecate or urinate will cause damage to the landscaping.

If the Board of Directors determines that the landscaping must be removed and replaced, the Board of Directors reserves the right to assess the unit Owner for the cost of landscape, or any other, repair caused by a pet residing in or visiting said Owner's unit.

Additional fines may be levied if the situation continues. Residents are responsible for any damage created by their pet. This will be strictly enforced!

- VII. If a pet is deemed a nuisance to others and after the unit Owner has been given an opportunity to be heard, a majority vote of the Board of Directors may require the immediate and permanent removal of the offending pet.
- VIII. These rules and regulations apply to any pets in the community, whether inside or outside a unit, for any period of time. Accordingly, an Owner may not permit a tenant or visitor to bring a pet into the community which is larger than eighteen (18) inches in height when measured at the top of the shoulders or heavier than 35 pounds, or if doing so will result in more than 2 pets in the Unit, regardless of the length of time.

PLANTING

The planting of flowers is permitted only with the approval of the Association and must be coordinated with the current landscape contractor. Planting may not affect the operation of the lawn sprinkler system.

Any cost for the damage as a direct result of the planting, to the irrigation system or other common element shall be the responsibility of the unit Owner.

Any plantings in tree wells are at risk of being damaged and any plantings by a resident which are not approved may be removed by the landscape contractor at their discretion if the plantings obstruct effective maintenance of the property.

Flower pots are not permitted on railings or ½ walls without prior written approval.

PROPERTY USES

Residential Use and Occupancy

The Hillsboro Community is restricted to residential dwellings for residential use and uses related to the convenience and enjoyment of such residential use. The Declaration states that the Board of Directors may limit the number of occupants per unit.

Occupancy is limited to two persons per bedroom, as the bedrooms are shown on the Condominium Maps for the community. Hillsboro at Springs Ranch is zoned for single-family residential use only.

Home Occupations

Home occupations are permitted with the written approval of the Board of Directors. The Board of Directors will approve a request to operate a business activity as a home occupation provided that the business activity meets the following criteria:

- I. The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside of the unit;
- II. The business activity does not involve visitation of the unit by employees, clients, customers, suppliers or other business invitees in greater volume than would normally be expected for guest visitation to a residential unit without business activity (i.e. no regular appointments or client services in the home);
- IV. The business activity is legal and conforms to all zoning requirements for the community;
- IV. The business activity does not increase traffic in the community in excess of what would normally be expected for residential units in the community without business activity (other than by a reasonable number of deliveries by couriers, express mail carriers, parcel delivery services and other such similar delivery services);
- V. The business activity does not increase the insurance premium paid by the Association or otherwise negatively affect the Association's ability to obtain insurance coverage;
- VI. The business activity is consistent with the residential character of the community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the community, as determined in the Board's discretion;
- VII. The business activity does not result in a materially greater use of the Common Elements or Association services; and
- VIII. The business use is incidental to the residential use of the unit.

The term "business" shall have its ordinary, generally accepted meaning, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

Any owner desiring to operate a home occupation shall submit a written request to the Board detailing the nature of the business, the number and frequency of visits by employees, clients, customers, suppliers or other business-related guests, the traffic expected, conformance with zoning, and any effect on the Association's insurance or the common elements. The Board may request additional information as may be necessary to determine if the criteria are met. If the criteria are met, the Board shall approve the home occupation use. Approval may be revoked if the activity no longer meets the criteria. Under no circumstances will the Board approve any type of manufacturing business.

Unauthorized Areas

No owner, tenant or guest is to enter into any meter room, mechanical rooms, crawl spaces or attic areas. *Additionally, attics are not intended or authorized for use as storage areas.*

RENTERS/LEASES

The Unit Owner has the right to lease his or her condominium providing:

- I. All leases shall be for at least 6 months and shall provide that the terms of the lease and the Lessee's occupancy of the unit are subject in all respects to the provisions of the Declarations, Rules and Regulations, Articles and Bylaws of the Association (Governing Documents). Any contract with or lease to a person or entity in which the person or entity may allow a lease, sublease or other occupancy of a Unit by anyone for a period less than 6 months shall be deemed to be a transient purpose and shall not be permitted pursuant to the Declaration. Subleasing by tenants or leasing of any less than the entire unit is prohibited.
- II. Any failure by the Lessee to comply with the aforementioned Governing Documents shall be a default under the lease.
- III. Every unit Owner is obligated to provide the Association, in care of the Property Management Company a copy of the lease and the tenant's name, email and phone number within ten (10) days after signing of such a lease. The Owner may redact the amount of the rent or any confidential information (i.e. HIPPA protected, social security #'s, etc.) from the copy of lease that is provided.
- IV. The unit Owner will be notified in writing of any violations of these rules by the tenant and will be responsible for notifying said tenant to ensure further violations do not occur. At the Property Manager's discretion, the Association may elect to copy tenants on any violation notices, but are in no way obligated to do so nor does providing notice to the tenant in any way relieve the unit Owner from the obligation.
- V. If the tenant continues to violate the rules and regulations, the Board of Directors may hold hearings to determine the proper course of action to prevent future occurrences. The Board reserves the right to require a Unit Owner to evict a tenant for continued violations of the governing documents or rules and regulations.
- VI. No unit Owner may lease his unit for transient, hotel, VRBO, or time-sharing purposes.

SINKS, DRAINS, GREASE, ETC.

As the sewer pipes age and have increased use, they are more susceptible each year to clogging, backing up and causing damage. **DO NOT DUMP COOKING OILS AND GREASE DOWN YOUR DRAIN! Do NOT FLUSH DIAPERS OR FEMININE PRODUCTS DOWN THE TOILET! If you put food down the disposal, please make sure you run it for enough time to allow the food to break up and drain out, and it helps to run hot water down the pipes as well to help clear out any older oil and grease.** The Association cleans out the main sewer lines, but clogs caused by grease or improper items flushed or drained down sewer lines can be charged to the responsible unit owner.

SKATEBOARDS, PODS, ETC.

- I. The sidewalks in the community are for pedestrian traffic only. The use of bicycles, skateboards, roller skates, roller blades, scooters (motorized or otherwise), razors, or any other similar type of device of this nature may not be used in or on: (1) the clubhouse, pool area and stairwells; and (2) any landscaped General Common Element or sidewalks.
- II. The placement of PODS units or other temporary storage units in general in the common or limited common elements is prohibited unless prior written permission is granted by the Association. In no event shall any such unit be permitted for more than 3 consecutive days.

SMOKING

WHEREAS, Common Elements mean and include all of the Property, and all of the improvements thereon, but does not include Units and General Common Elements means “roofs, common stairs and stairways, common landscaping ... common sidewalks, private roads and streets located within the Condominium Project, and in general all property, apparatus and installations existing for common use.”

WHEREAS, smoking in or on the Common Elements may cause such smoke to drift into Units and/or other portions of the Common Element and the Colorado Clean Indoor Air Act, at C.R.S. § 25-14-201, *et seq.*, declares the Colorado legislative intent to protect nonsmokers from involuntary exposure to environmental tobacco smoke in certain areas and to preserve and improve the health, comfort, and environment of Colorado by limiting exposure to tobacco smoke. The Colorado Clean Indoor Air Act allows the Association to regulate smoking in or on its General Common Elements and the Board of Directors believes it to be in the best interest for the health and welfare of the community to prohibit smoking in or on any and all General Common Elements in the community. THEREFORE, The Board of Directors hereby adopts the following rules regarding smoking:

- I. The term “Smoking”, for purposes of this Rule, shall mean the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or other tobacco product, marijuana or illegal substance.
- II. “Business Invitee” shall mean and include, but not be limited to, any contractor, agent, household worker or other person hired by the Owner, tenant or resident to provide a service or product to the Owner, tenant or resident.
- III. Smoking Prohibition. No owner, guest, family member, tenant, resident, business invitee or visitor shall Smoke in or on any General Common Element or Limited Common Element in the Community as defined in Section 1.4(A) of the Declaration.
- IV. In the event any individual is found to be in violation of this rule, the Association may levy fines against the owner of the Unit, after notice and an opportunity for a hearing, pursuant to the enforcement procedure and fine structure adopted by the Board.

- V. Disclosure Requirement. Any owner who rents his or her unit or otherwise allows someone other than the owner to reside within or occupy the unit shall disclose to all persons residing within the unit that Smoking is prohibited in or on all Limited and General Common Elements.

SOLICITING

Soliciting is expressly prohibited anywhere within the Community and shall be deemed a trespass.

SPEED LIMITS

- I. The speed limit within the community is **10 miles per hour**.
- II. Residents and guests and delivery people are cautioned to drive with extreme care to avoid pedestrians, pets and other vehicles.

Vehicles speeding through the complex increase the likelihood of a collision with a vehicle attempting to back out into the street, or worse the likelihood of hitting a pedestrian. **PLEASE... Drive *SLOWLY* through our neighborhood.**

STORAGE OF PERSONAL PROPERTY

No condition shall be permitted within any unit, balcony, entryway, carport or patio, which is visible from other units or common area, which is inconsistent with the design integrity of the Community. No objects shall be stored on patios, entryways, carports, balconies, or adjacent to the unit for more than twenty-four (24) hours.

Articles which are approved to be placed on patios or balconies without prior approval of the Association are grills (natural gas, propane or electric only), small natural gas, propane or electric fire pits or space heaters, planters (that are well maintained and in good repair) which are not hanging on the outside of the upper railings or hanging in such a manner which if they fall could be a hazard to someone below, and outdoor furniture.

Planter boxes that are well maintained and in good repair on the lower units' stucco patio walls are permitted so long as they do not damage, discolor or reduce the lifespan of the stucco or paint. The Association reserves the right to determine what will be considered appropriate furniture or articles that may be placed in view of other units or common elements.

Clotheslines, basketball hoops, backboards, whether attached or freestanding, awnings, playground and recreational equipment, patio covers or storage containers or sheds shall not be allowed unless prior approval of Association is obtained in writing.

No objects may be attached to, adhered to or hung on the stucco or trim on the outside of the unit including front entrances, balconies or patios. The Unit Owner will be held responsible for all repairs and related costs to the stucco, paint or structure as a direct result of such actions.

TRASH

- I. No rubbish, refuse or garbage shall be allowed to accumulate on the limited common or common elements nor shall any fire, or other hazard be permitted to exist.
- II. No rubbish, refuse or garbage shall be stored in such a way as to be visible from other units or the common elements.
- III. All household trash and debris are to be sealed in plastic bags and placed ENTIRELY INSIDE the dumpsters; NOT on the ground inside or outside the dumpster enclosure. Each year the Association spends significant extra money to clean out the dumpster enclosures from trash and debris.

If the unit Owner or any of the unit Owner's tenants or visitors are determined to have placed any trash or other item outside of the dumpster, the Association reserves the right to assess the cost of no less than one month's charges for extra cleanup to the unit Owner.

- IV. The pedestrian dumpster enclosure gate must be secured upon leaving the enclosure.
- V. ALL boxes are to be broken down and flattened prior to being placed in containers.
- VI. No indoor or outdoor furniture (including mattresses), appliances, batteries or other household and/or automotive chemicals (including, but not limited to: paint, stain, oil, flammable materials and pesticides) shall be disposed of in the Dumpster or the Dumpster Enclosure Area.
- VII. No one may leave cigarette butts on any portion of the **limited or** common elements, including, but not limited to, the area outside the patios/balconies and any landscaped areas.

UNDERGROUND UTILITY LINES

All electric, cable, radio, phone and other utility line installations shall be placed underground. Any lines installed shall be the responsibility of the resident to bury. Any lines unburied will be subject to being damaged or cut during routine maintenance. All utility lines that service a single unit are the responsibility of the Unit Owner from the point the services branch off of the main service line.

VEHICLE PARKING AND TOW AWAY POLICIES:

Parking – General

The parking regulations are intended to protect the equal rights of all residents of the Hillsboro Condominiums and may not be interpreted to provide an individual resident with special privilege. The parking regulations are not intended to apply to legitimate Association-authorized contractors that are performing services on behalf of the Hillsboro Condominium Association or its owners/residents (e.g. – Landscapers, Maintenance Personnel).

Anyone who owns a vehicle which is removed or towed pursuant to the provisions of these Rules or the Covenants or posted signage shall be responsible for all costs of removal, including, but not limited to, any costs incurred by the Association and should any legal action be brought by the Associations with respect to a violation of any of the foregoing rules, the Unit Owner, in addition to any other damages incurred by the Association, shall be liable for all reasonable attorney's fees and cost incurred by the Association in such legal action.

Parking in designated fire lanes is prohibited:

Vehicles in designated fire lanes will be towed immediately without warning. The only exception will be for the immediate loading/unloading of vehicles, if the vehicle is actively attended at all times.

Parking is only permitted in designated parking areas:

Parking on any sidewalk, landscaped or other Common or Limited Common Element not designated for parking is prohibited and the Association reserves the right to immediately tow any vehicle parked in such a way as to represent a hazard or potentially damage any of the Common or Limited Common Elements or improvements located thereon. The Association is authorized to remove, or have removed at its discretion, any vehicle from the Common or Limited Common Elements, which includes the carport areas, streets and alleyways when:

Parking in General Common Element spaces:

In order to ensure that parking is available for each Unit, each Unit will be permitted to park up to 2 vehicles in the general unassigned parking spaces. Any additional vehicles which cannot be parked in an assigned garage or carport must be parked outside of the Hillsboro boundaries.

Use of Vehicles

The use of non-street legal and/or unlicensed power-driven vehicles (except for maintenance equipment authorized by the Association) is strictly forbidden on the property. The use of any motorized vehicle on the property by a driver who is not properly licensed is also strictly prohibited.

Emergency Vehicles

In compliance with C.R.S. 38-33.3-106.5(1)(d), a resident shall be permitted to park an emergency vehicle, as one of the 2 permitted vehicles, at designated periods of time in his/her assigned parking area, or if none, in general unassigned parking if:

- I. As a condition of the resident's employment, the vehicle is required to be available at designated periods at the residence; and
- II. The vehicle has a gross vehicle weight rating of 10,000 pounds or less; and

- III. The resident is a bona fide member of a volunteer fire department or is employed by and emergency service provider, as defined by C.R.S. 29-11-101(1.6); and
- IV. The vehicle bears an official emblem or other visible designation of the emergency service provider; and
- V. The vehicle may be parked without obstructing emergency access or interfering with the reasonable needs of other residents to use streets and driveways within the community.

Please contact the management company if you need to park such a vehicle for designated periods of time.

Towing

The following are subject to towing:

- I. Any vehicle that constitutes an obstruction of traffic is **subject to immediate tow without warning at the expense of the vehicle owner.**
- II. An inoperable or junk or abandoned vehicle pursuant to these Rules or Declaration for Hillsboro Condominiums Article VII, Section 7.11. A junk vehicle is one that has one or more of the following characteristics:
 - a. Visible body damage which is not repaired within a reasonable period of time (30 days maximum);
 - b. Primer on a significant portion of the vehicle;
 - c. Rust on a significant portion of the vehicle;
 - d. Replaced body parts that are of a different color than the rest of the vehicle;
 - e. Missing body parts (i.e. bumpers, doors, side view mirrors, wheels, front grill etc.);
 - f. Missing or taped windows; and
 - g. Damage that causes the vehicle to be undriveable.
 - h. Any vehicle parked anywhere on the Common or Limited Common Elements without current license plates or registration.
 - i. Any vehicle parked in an assigned carport space without the permission of the assignee of that space. **Subject to immediate tow without warning.**
 - j. Any vehicle not parked within a carport, a garage or a designated parking space. **Subject to immediate tow without warning.**
- II. Any vehicle parked in a handicapped space without displaying proper handicapped identification. **Subject to immediate tow without warning.**

Unless a vehicle is subject to immediate towing as specified above, the following towing procedures shall apply:

- I. A written notice describing the vehicle and the nature of the violation shall be delivered to the vehicle owner via 1st Class Mail or Email, if the vehicle owner can be easily and immediately identified, and/or shall be posted on the vehicle.
- II. If the improperly parked vehicle has not been moved to a location where it is properly parked within 72 hours of the notice(s), the Association shall have the right to tow the vehicle. All costs associated with towing shall be the owner's responsibility.

Prohibited Vehicles

The following vehicles shall not be parked or stored anywhere within the boundaries of the Hillsboro Community except when being actively loaded or unloaded:

- I. Trailers.
- II. Camper vehicles except where the camper-use portion of the vehicle was integrated into the original construction of the vehicle shall be permitted so long as they fit entirely within the covered portion of the carport or open space and do not hinder the use of adjacent spaces by other residents or otherwise encroach upon the common area (e.g. sidewalks, etc.). Examples of these types of vehicles include, but are not limited to, Volkswagen Buses, factory modified mini-vans, Chinooks, etc., and shall be reviewed on a case-by-case basis at the sole discretion of the Board of Directors.
- III. Any other types of recreational vehicles, including but not limited to, vehicles containing sleeping and cooking apparatus (i.e. Winnebago-type vehicles), boats, jet skis, snowmobiles, mini-bikes, motorized scooters, ATV's, quads, can ams, dune buggies, etc.
- IV. Any type of commercial vehicle, defined as a vehicle with any of the following characteristics:
 - a. A rack for ladders or other equipment used in construction;
 - b. Equipment used to hold glass or pipes or any other maintenance implements in place;
 - c. Commercial equipment mounted on a loading platform;
 - d. Commercial signage or logo painted on or otherwise attached to the vehicle;
 - e. Utility company vehicles;
 - f. Vehicles with more than 2 signs in excess of approx. 3 square feet each, regardless of whether the sign contains commercial lettering or logo;
 - g. All Terrain Vehicles;

- h. Any van or trucks rated over $\frac{3}{4}$ ton (e.g.: Ford F-350, Chevy 3500, Dodge 3500, etc.); and
- i. Vehicles which do not fit completely within a garage, carport or designated parking space.

Not limiting the generality of the aforementioned list, the Board of Directors, in its sole discretion, shall have the authority to determine whether or not a vehicle is deemed to be a recreational or commercial vehicle.

Vehicle storage is defined as follows:

A vehicle parked in the same open parking space continuously for a period in excess of seventy-two (72) hours.

A vehicle may not be parked in the same assigned carport space continuously for a period in excess of four (4) weeks, unless prior arrangements are requested and approved in writing by the Board.

To accommodate residents who may require use of their assigned carport spaces for longer-term parking of vehicles while they are away (e.g.: vacation, deployment, etc.), the request must be made and approved in writing prior to the residents' departure.

Vehicle owners with extended parking agreements (approved by the Board) must make prior arrangements in the event the vehicle must be moved under emergency circumstances.

Arrangements should include, but are not limited to, leaving keys with another resident or designee and providing contact information for the resident or designee to the Board. In the event of an emergency, if the designee cannot move the vehicle promptly, the Association may, at the Board's sole discretion, have the vehicle moved by any means necessary. The costs of moving the vehicle shall be the vehicle or unit owner's responsibility and the Association, or Association representatives, assume no liability for damages whatsoever.

There will be no long-term parking arrangements considered for open parking spaces or for the vehicles of non-residents under any circumstances.

(Note: If it is determined that a vehicle is being stored under a carport, and the owners additional vehicle(s) is parked in a common space, then the vehicle under the carport will be required to be stored off-site or in a garage.)

No washing, repair, maintenance, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers, boats, or vans may be performed in any carport or common element (including limited common element garages). The forgoing is not intended to limit the polishing of vehicles.

VISUAL APPEARANCE & SANITARY CONDITION OF THE PROPERTY

All parts of the Community including each unit, patio, balcony, garage and carport shall be kept in a clean, visually appealing and sanitary condition.

No trash, litter, junk, debris, containers, firewood, lumber, cigarette butts etc. shall be permitted to remain exposed so as to be seen from the common elements, street or other units. No condition that is inconsistent with the design integrity of the Association shall be permitted. Window and door treatments shall be white when viewed from the exterior of the unit. The Board of directors, in its sole discretion, will determine if items are allowable for storage or placement on patios, balconies, front entries, garages or in a carport area.

WALKWAYS

The walkways shall not be obstructed or used for any purpose other than the providing of access, ingress and egress, between the common area and the condominiums.

RULES FOR CLUBHOUSE USE

And

OWNER/RESIDENT CONSENT AND USAGE AGREEMENT FORM

The clubhouse is a Common Element of the Hillsboro Condominium Owners Association and is available for use by any Owner/Resident in good standing (Lessees are members to the extent stated in their Leases). A full-time Resident must accompany any Persons using any of the Clubhouse facilities at all times. All Owners, Residents, and Guests are required to abide by the following Rules and Regulations:

- I. A **CASH** deposit of **\$100.00** is required prior to utilizing the clubhouse for an authorized event. The theatre room/conference room key is available at the Management Company if you are scheduled to utilize these clubhouse amenities. The \$100.00 deposit is to protect Hillsboro against property damage and will be refunded after the required clean up is completed and inspected by a Committee Member or other authorized Agent. In addition, a **\$25.00 cash non-refundable "usage fee"** will be collected and funds will be put into the clubhouse budget for janitorial service, supplies, and maintenance. Owners/Residents are responsible for all required cleaning, including professional cleaning if necessary. Owners/Residents will receive one (1) opportunity to rectify any cleaning discrepancies noted during the inspection, after which the required cleaning will be completed by a hired professional, with all cleaning costs, maintenance and repairs paid for by the Association and posted to that Owner's account. If all related cleaning costs and fees are not paid within 60 days, the Board may, in its sole discretion, initiate legal action against said Owner's account, pursuant to the Hillsboro Declaration of Covenants, Conditions and Restrictions and Rules and Regulations. **NOTE:** The Owner will be notified of any assessment/pending assessment against the deposit within forty-eight (48) hours. Deposits will be held for no more than seventy-two (72) hours after the scheduled event unless otherwise notified. If the clubhouse is reserved and the reserving party does not cancel at least 1 business day (24 hours) prior to the date of the reservation or does not show up to actually use the reservation, the unit Owner will be assessed a \$25 administration fee by the Association in addition to the \$25 usage fee.
- II. Access to the clubhouse is done via electronic access card, which is obtained through the Management Company. **NOTE:** The Clubhouse and pool must be vacated by no later than 10:00 p.m.
- III. Only an adult Resident may reserve the Clubhouse. Any tenant wishing to reserve the Clubhouse must submit written permission from the Unit Owner with the request for reservation. The Resident reserving the Clubhouse must be in attendance throughout the function.
- IV. Reservations may not exceed one day (5 a.m. to 10 p.m.) and overnight use is prohibited.
- V. The clubhouse capacity is eighty-nine (89) persons. The maximum number of persons is determined by the Colorado Springs Fire Department and must be strictly adhered to.
- VI. No commercial, promotional, sales or other similar event is permitted at the clubhouse.

- VII. No unlawful use of the clubhouse will be permitted.
- VIII. No alcoholic beverages may be consumed, served, or kept in the clubhouse at any time.
- IX. No games involving actual money shall be permitted.
- X. Animals are strictly prohibited from the clubhouse with the exception of legitimate service animals.
- XI. Barbecue grills are not permitted in, or in the vicinity of, the clubhouse or pool.
- XII. Reservations for using the clubhouse do not include the fitness room, swimming pool and hot tub. Other Owners/Residents may not be impeded in their ability to utilize these facilities during a scheduled event.
- XIII. The Hillsboro Owner/Resident by signing below hereby agrees that he or she is responsible for the actions and conduct of him or her and guests and furthermore agrees that he or she is responsible for all damages caused to the clubhouse or pool facility.
- XIV. No loud or disorderly conduct will be permitted. Live bands, DJ's and all other such types of events, regardless of the number of people in attendance, shall not be permitted. Colorado Springs Police Department may be notified if any of these conditions exist and the Hillsboro Owner/Resident signing below is subject to all civil penalties that apply and action by the Board of Directors, pursuant to the Hillsboro Declaration of Covenants, Conditions and Restrictions and Rules and Regulations.
- XV. **SMOKING IS STRICTLY PROHIBITED INSIDE THE CLUBHOUSE.**
- XVI. Planters shall not be moved.
- XVII. Clubhouse furniture (including folding tables and chairs) must remain inside the Clubhouse building.
- XVIII. The sofa, armchairs and coffee table in the main area of the Clubhouse shall **not** be moved.
- XIX. The Hillsboro Owner/Resident signing below hereby agrees to indemnify and hold harmless the Hillsboro Condominium Owners Association, Inc., its' Board Members, Volunteers, Committees, and all other Agents from any and all claims, demands, fines, lawsuits, actions, proceedings, orders, decrees, judgments or other such type matters of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney fees and all other fees, resulting from or in connection with loss of life, bodily or personal injury, property damage or other loss arising, directly or indirectly, out of or from or on account of any occurrence in, upon, about, at or from the clubhouse or occasioned wholly or in part through the use of the clubhouse, any improvement or appurtenances or Common Elements thereto, or by an act and/or omission of the Association Member and their Guest, Agent or Invitee, in, upon, about, at or from the clubhouse or appurtenances or Common Elements.

HOURS OF OPERATION

NOTE: The Clubhouse and Pool and Hot Tub and surround area must be vacated by no later than 10:00 p.m.

Clubhouse (including theatre room, conference room and fitness room):

5:00 a.m. – 10:00 p.m. daily

Swimming pool and hot tub:

8:00 a.m. – 10:00 p.m. daily

WEIGHT ROOM

- I. The equipment in the weight room must be used for the purpose intended and in a responsible manner. Many pieces of equipment have a notice demonstrating proper use.
- II. A resident may bring one guest to the weight room. The resident must accompany the guest at all times.
- III. Each piece of equipment must be wiped down following use.
- IV. No roughhousing, running, yelling, screaming, or obscene language is permitted.
- V. Please allow others to work in sets as necessary.
- VI. Use of the weight room is at the user's risk.
- VII. Proper attire must be worn at all times. No topless or bottomless outfits are permitted and proper footwear must also be worn. Users may not be barefoot or be wearing boots or other non-exercise footwear in the weight room or on the equipment.
- VIII. No excessively wet clothing or swimsuits are permitted in the weight room or the clubhouse.

POOL & HOT TUB RULES

HOURS OF OPERATION

NOTE: The Pool and Hot Tub and surrounding area must be vacated by no later than 10:00 p.m.

Swimming pool and hot tub:
8:00 a.m. – 10:00 p.m. daily

NO LIFEGUARD ON DUTY. POOL & HOT TUB USE IS AT THE USERS'S RISK.

All pool and/or hot tub users must shower prior to using the pool or hot tub.

The clubhouse does not have shower facilities

Alcohol or drug possession and/or consumption are strictly prohibited. This includes the clubhouse and pool & hot tub facilities.

- I. Residents, members of their families and guests are welcome to use the pool and hot tub. Each residence is issued four (4) pool passes, which must be with residents and guests at the pool. Association representatives will randomly check for pool passes. Anyone without a pool pass will be required to leave the pool area.
- II. Entry into the pool area shall be through the gate only. Climbing over the fence is strictly forbidden. Please do not enter or exit pool area through the clubhouse.
- III. The pool gate must be closed at all times except for ingress and egress.
- IV. The Property Manager, Board Members, grounds maintenance personal, or any other Association-authorized individual, has the authority to close the pool at any time due to weather conditions, health or safety considerations etc. They also have the authority to remove any person or persons for violation of any of the rules.
- V. Foreign matter, food, or debris must not be thrown into pool or hot tub.
- VI. Reservation of the pool area for private use is not permitted. Reservations for the clubhouse do not include the pool, hot tub, or pool area.
- VII. Any obnoxious, intoxicated person or person otherwise creating a nuisance to other pool and hot tub users may be removed from pool area. Use or possession of illegal substances by any person in pool area is forbidden and will result in removal from said area. Arrest and prosecution may result.
- VIII. Excessive noise will not be tolerated in the pool area at any time. Only sound equipment with earphones for personal use is allowed.
- IX. No glassware is allowed in pool area. Food and drinks in plastic or paper containers are permitted. No food or drink is allowed in the pool or hot tub.
- X. Trash must be promptly deposited in the containers provided.
- XI. Roughhousing, running, spitting, undue splashing, diving or the use of obscene language is not permitted in pool area.

- XII. Indecent, lewd or obscene acts that could offend others in pool area or homes around the pool, are strictly prohibited. Please remember children are welcome guests at the pool area also.
- XIII. A resident parent or responsible resident adult of at least 18 years of age MUST accompany all children 12 years of age and under (unless the child can demonstrate swimming proficiency) and be within the pool enclosures at ALL times. This is for the safety of the child.
- XIV. A resident with pool privileges must accompany all guests.
- XV. Diving is strictly prohibited.
- XVI. No street clothes or cutoffs allowed in the pool. No nude bathing. Appropriate swimming attire must be worn at all times, meaning that no fabrics can be worn which are not designed to be used in pools or hot tubs and may fade or allow dye to seep into the water and affect the chemical balances. Swim attire should NOT be washed prior to swimming with detergent or fabric softeners as they can foam up the water or affect chemical balances. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the pool. Anyone wearing a diaper must wear a swim diaper. Bobby pins, hairpins or clips must be removed before using the pool or hot tub. Hair ties are required for anyone with hair longer than shoulder length.
- XVII. All users of the hot tub must follow the manufacturer's recommendations for use and be able to demonstrate competent swimming ability.
- XVIII. No animals in the pool or hot tub at any time. The Department of Health has authority to close a pool or hot tub if it is reported that an animal has been allowed in the water. This restriction is not intended to prohibit legitimate service animals from entry into the pool area, but no animal of any kind of permitted in the water of the pool or hot tub.
- XIX. Persons with infectious diseases, open sores, bandages, or recent vaccinations are not allowed in the pool or hot tub.
- XX. As our pool is small, floats, boards, inner tubes are not permitted in the pool. Small ring type flotation (class i) devices, typically used for children, are allowed.
- XXI. Smoking is not allowed in pool, hot tub, or the pool area in its entirety.
- XXII. Pool hours are from 8:00 a.m. to 10:00 p.m. Memorial Day weekend through Labor Day weekend. The entire pool and hot tub area must be vacated by 10:00 p.m.
- XXIII. Any person or persons observed in pool area before or after hours will be subject to arrest and prosecution for trespassing.
- XXIV. The pool and hot tub opens Memorial Day and closes the day after Labor Day (weather permitting).

XXV. No vehicles of any kind, or bicycles, tricycles, or skateboards or roller blades or similar devices in pool area at any time. This prohibition is not intended to prohibit wheelchairs being used by disabled residents or guests.

XXVI. If, due to the act or neglect of an Owner or such Owner's Guests, loss or damage shall be caused to the Pool or furniture, such Owner shall be liable and responsible for the payment of same.

Please leave the pool area promptly at closing. Not doing so may result in the Colorado Springs police being called. Remaining in the pool area after hours is considered trespassing. Hillsboro does prosecute violators. Anyone trespassing or responsible for setting off the alarm will be held responsible for any charges by the security company, emergency services or police.

Please be considerate of your neighbors. Pick up your food, papers, wrappers, cups, etc. before you leave the pool area. Food and debris falling or blowing into pool or hot tub may result in costly repairs and down time.

Remember, repairs and vandalism do affect our monthly Unit Owner dues.

Theatre room/Conference room key issued by: _____
(Initials)

Deposit received by: _____
(Initials)

Theatre room/Conference room key returned by: _____
(Initials)

Deposit returned by: _____
(Initials)

Hillsboro Member: _____
(Signature)

Walk-through deficiencies:

LEASE ADDENDUM

To comply with the governing documents of the

HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.

This Addendum is made this ___ day of _____, 2____, by and between _____
_____ (hereinafter called "Lessor"), and _____

_____ (hereinafter called "Lessee") adds the following provisions to the residential lease agreement entered into between Lessor and Lessee dated _____ ("Lease") for the lease of the property located at _____ ("Unit"):

I. Lessee and Lessor acknowledge that the Unit and this Lease are subject to the Declaration for Hillsboro Condominiums ("Declaration"), the Articles of Incorporation of Hillsboro Condominium Owners Association, Inc. ("Articles"), the Bylaws of Hillsboro Condominium Owners Association, Inc. ("Bylaws") and administrative rules and regulations adopted by the Board of Directors of Hillsboro Condominium Owners Association, Inc. ("Association"). Association shall be a third party beneficiary of this addendum.

II. Lessee shall comply strictly with the Declaration, the Articles, the Bylaws, and the administrative rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee, or any occupant or person living with Lessee, of any provision of the Declaration, Bylaws, or the rules and regulations adopted thereunder, shall constitute a default under this Lease.

In order to enforce the provisions of this Addendum, the Association may bring an action against the Lessor or Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or Bylaws or available at law or in equity including, without limitation, the right to suspend the Lessee's use of Common Elements and to impose fines upon Lessor or Lessee for such violations. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter.

Lessee and Lessor hereby represent that Lessee has been given a copy of the Declaration, Articles, Bylaws, and rules and regulations of the Association, that Lessee has read them, and that Lessee is bound by them.

If Lessee or a person living with Lessee violates the Declaration, Articles, Bylaws or a rule or regulation for which a fine is imposed, the Association shall have the option to assess a fine against Lessee; provided, however, if the fine is not paid by Lessee within the time period set by the Board of Directors of the Association, Lessor shall pay the fine upon notice from the Association of Lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Unit.

III. SUBORDINATION OF RIGHTS. Lessee's and Lessor's rights shall be subject to all rights of the Association and any bona fide mortgage or deed to secure debt which is now or may hereafter be placed upon the Premises by Lessor.

IV. CONFLICTS. If there is a conflict between the Lease and this Addendum, this Addendum shall control. All unaffected provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LESSOR: _____
(Signature)

Name: _____
(Please Print)

LESSEE: _____
(Signature)

Name: _____
(Please Print)

HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.
OWNER / RESIDENT CONTACT REQUEST FORM

It is imperative the Management Company has the most current resident/owner information. **To properly “program” resident information into the gate entry computer, the Management Company must have the correct information or guests will not be able to find your name and gain access – and the telephone number must be the home number, no cell phone or other numbers will work.**

Please fill out this form and email or fax it back to the Management Company. This information WILL NOT be published or released. It is strictly for official Association use only. Thank You!

On Site UNIT Address: _____

OWNER(S) NAME(S): _____

MAILING ADDRESS: _____
(If different than Unit Address/ or rental home)

OWNER PHONE(S): HOME: () _____ CELL: () _____

OWNER E-MAIL(S): _____

Renters Name(s) _____ Phones () _____

Email(s): _____

** If your property is rented, the Resident's name and phone will be entered into the gate directory.

** If you are a resident owner, your name and phone will be entered into the gate directory.

Each home will have one (1) personal PIN number for access without a remote.

NOTE: If you have a contracted service or delivery service that comes to your home, please indicate the company, phone, and date/time they would need entry. (Gazette, UPS, Fedex, Oxygen Delivery, Silver Key, etc.) Special codes can be programmed for individual contractors to gain entry without calling their service owner each time.

**MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES FOR
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.**

December 28, 2009

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NOTE: This chart shows whether Owners or the Association are responsible for the maintenance, repair and replacement and insurance of various items pursuant to the Declaration for Hillsboro Condominiums.

A = Hillsboro Condominium Owners Association, Inc.

O = Owner

	MAINTENANCE	INSURANCE
BUILDING EXTERIOR		
Building – structure, including foundations, columns, girders, beams and supports and supporting walls ¹	A	A
Siding, including painting, repairing and replacing ¹	A	A
Trim, fascia and flashing (but not window flanges) ¹	A	A
Roof shingles and roof underlay ¹	A	A
Gutters and downspouts ¹	A	A
Patios, decks, porches, and balconies – general cleaning ²	O	N/A
Concrete portions of Limited Common Element patios, porches – repair and restoration ³	O	A
Patios, decks, porches, and balconies – replacement, alteration, structural repair ³	A	A
Wood rails in porch rails or fences – repair and restore ³	O	A
Wood rails in porch rails or fences – stain or paint ³	A	N/A
Stairway to upper level unit ⁵	A	A
Exterior doors or storm/screen doors, including frames and caulking ⁴	O	A
Patio/deck sliding doors – frame and glass ⁴	O	A
Windows, frames, flanges, panes and caulking around windows ⁴	O	A

**MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES FOR
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.**

December 28, 2009
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	MAINTENANCE	INSURANCE
Glass ⁴	O	A
Garage interiors - cleaning ²	O	N/A
Garage – concrete floor – repair or restore ³	O	A
Garage – concrete floor – replace, alter, structural repair ³	A	A
Garage – interior walls ⁵	O	A
Garage door, automatic openers and mechanisms ³	O	N/A
Garage door – repair and replace ^{1 and 3}	O	A
Garage siding, fascia, and trim ¹	A	A
Light Fixtures outside Units, which serve only that Unit ¹	O	A
Chimneys and chimney liners ¹	A	A
Unit numbers attached to siding ¹	A	A
Other exterior modifications made by Owners ⁶	O	O
UTILITIES		
Utilities, wires and lines, including furnaces, heating, plumbing, lighting, telephone, electrical, television and communications, hot water equipment and appurtenances, which service only one Unit located within the Unit ⁶	O	A
Utilities, wires and lines located outside of Unit, which service only one Unit ⁶	O	A
Utilities, wires and lines installed within or running through individual Units, which service more than one Unit ¹	A	A
Sewer lines/pipes which service only one Unit, located within Unit ⁶	O	A

**MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES FOR
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.**

December 28, 2009
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	MAINTENANCE	INSURANCE
Air conditioners serving one Unit ⁴	O	A
Electrical meters serving more than one Unit ¹	A	A
Water meters serving more than one Unit ¹	A	A
Gas and associated lines and pipes serving that Unit ⁴	O	A
Gas and associated lines and pipes serving other Units ¹	A	A
UNIT INTERIORS		
Furnishings ⁷	O	O
Window coverings ⁷	O	O
Carpet ⁷	O	O
Permanent fixtures in Unit including, but not limited to, ceiling fans, hand rails, cabinets and counter tops, as originally installed by Declarant ⁶	O	A
Permanent fixtures including, but not limited to, ceiling fans, hand rails, cabinets and counter tops, as replaced by Owners ^{6 and 7}	O	O
Appliances including oven range, refrigerator and disposal, as originally installed by Declarant ⁶	O	A
Appliances including oven range, refrigerator and disposal, as replaced by Owners ^{6 and 7}	O	O
Smoke detectors installed by Declarant ⁶	O	A
Smoke detectors installed/replaced by Owners ^{6 and 7}	O	O
Interior perimeter and non-perimeter walls - finished surfaces (i.e. wallpaper) ⁶	O	O
Interior perimeter and non-perimeter walls - non-finished surfaces (i.e. drywall), as installed by Declarant ⁶	O	A

**MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES FOR
HILLSBORO CONDOMINIUM OWNERS ASSOCIATION, INC.**

December 28, 2009

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	MAINTENANCE	INSURANCE
Interior non-perimeter and non-perimeter walls (finished and unfinished surfaces), as improved by Owners ⁶	O	O
Perimeter ceilings of Units - finished surfaces (i.e., paint) ⁶	O	O
Perimeter ceilings of Units – unfinished surface (i.e., drywall), as installed by Declarant ⁶	O	A
Perimeter ceilings of Units – unfinished surface (i.e. drywall), as improved by Owner ⁶	O	O
Floor coverings including tile, vinyl and hardwood, as installed by developer ⁵	O	A
Floor coverings, including tile, vinyl and hardwood, as upgraded by Owner ⁷	O	O
Subflooring ¹	A	A
Fireboxes (its flue in its closed position) – general cleaning ²	O	N/A
Fireboxes (its flue in its closed position) – repair ³	O	A
Fireboxes (its flue in its closed position) – replace, structural repair ³	A	A
Flue and flue chase ¹	A	A
Circuit boxes inside a Unit servicing exclusively that Unit ⁴	O	A
Circuit boxes inside Unit serving more than one Unit ¹	A	A
GROUNDS		
Grass, trees, shrubbery, flowers and landscaping ¹	A	A
Entry monument and gate ¹	A	A

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	MAINTENANCE	INSURANCE
Ground maintenance, including grading and drainage channels ¹	A	A
Sidewalks, curbs, steps, walkways, serving more than one Unit ¹	A	A
Concrete of sidewalks serving one Unit – repair and restore ³	O	A
Concrete of sidewalks serving only one Unit – replace, structural repair ³	A	A
Mail kiosks ¹	A	A
Exterior lights not attached to buildings ¹	A	A
Planters/landscaping added by Owners	O	O
Clubhouse ¹	A	A
Pool, hot tub and fence ¹	A	A
Driveways and parking spaces ¹	A	A
Perimeter fence ¹	A	A
Carpet cleaning ²	O	N/A
Carports – repair, maintain ^{1 and 3}	A	A
Irrigation system ¹	A	A
OTHER		
Attics accessible only by one unit – cleaning ²	O	N/A
Attics accessible only by one unit – replace, alter, structural repairs ³	A	A
Meter rooms in building ¹	A	A

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	MAINTENANCE	INSURANCE
Garbage collection	A	N/A
Snow removal	A	N/A
Any improvement or installation installed by Owner, including satellite dishes, and not otherwise listed ⁶	O	O
General Common Elements depicted on the Map or described in the Declaration and not otherwise listed ¹	A	A

NOTES

- A. IF MAINTENANCE OR REPAIR IS REQUIRED TO ANY COMPONENT NORMALLY MAINTAINED BY THE ASSOCIATION, WHICH RESULTS FROM THE NEGLIGENCE OR INTENTIONAL ACT OF AN OWNER, SUCH OWNER SHALL BE RESPONSIBLE FOR THE COST OF THE MAINTENANCE AS AN ASSESSMENT.
- B. IF MAINTENANCE OR REPAIR IS REQUIRED FOR ANY OWNER MAINTAINED COMPONENT, WHICH IS CAUSED BY ASSOCIATION NEGLIGENCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE COST OF SUCH MAINTENANCE OR REPAIR.
- C. IF ASSOCIATION RECEIVES INSURANCE PROCEEDS FOR DAMAGE CAUSED TO A UNIT, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE REPAIR.
- D. ALTHOUGH ATTICS ARE DEFINED IN THE DECLARATION AS LIMITED COMMON ELEMENTS AND ARE ACCESSIBLE ONLY TO ONE UNIT EACH, THEY ARE NOT DESIGNED FOR STORAGE IF REPAIRS ARE NEEDED BECAUSE OF STORAGE, THE OWNER WILL BE RESPONSIBLE FOR THE COST.

**MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES FOR
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ENDNOTES

1. Declaration, Article I, Section 1.4, Article XII, Section 12.2, and Article XIII, Section 13.1A
2. Declaration, Article I, Section 1.4B, Article XII, Section 12.1B
3. Declaration, Article I, Section 1.4B, Article XII, Section 12.1B, Article XIII, Section 13.1A
4. Declaration, Article I, Section 1.4B, Article XII, Section 12.1A, Article XIII, Section 13.1A
5. Declaration, Article I, Section 1.4B, Article VII, Section 7.7, Article XIII, Section 13.1A
6. Declaration, Article XII, Section 12.1A, Article XIII, Section 13.1A
7. Declaration, Article XII, Section 12.1A, Article XIII, Section 13.7