

**FOXDALE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
October 3, 2024**

I.

Managing Agent _____ Sunshine Management
Telephone _____ 303-337-0963
Mailing Address _____ 12250 East Iliff Ave120, Aurora, CO 80014
Email _____ judy@sunshinemgmt.com
Office Hours _____ 9:00 a.m. to 5:00 p.m., Monday–Friday by appointment.

II. EMERGENCY PROCEDURES

- A) Call 911
- B) In case of fire: Immediately vacate the building. **CLOSE ALL DOORS AND WINDOWS** behind you as you leave.
- C) In the event of any emergency that may result in damage to any common elements, e.g., a busted pipe, call Sunshine Management at the number above.

III. MAIL AND PACKAGE DELIVERY

- A) Please include your residence unit number as part of your official address for all correspondence.
- B) Mail will not be accepted at the clubhouse; package lockers are provided for this purpose.
- C) Each owner is responsible for the key and lock to their mailbox. The Association and the U.S. Post Office are not responsible for keys or mailbox locks.

IV. MOVE IN MOVE OUT POLICY

- A) When purchasing your home, you must give the Association’s Management Company a date and time of move in and are required to give a \$200 deposit at the time of closing to cover possible damages or trash fees that may incur during your move in. The \$200 deposit will be refunded after 30 days from the date of move in provided no bulk/construction items are left on the property and no damages to the building occurs. Move ins can only be scheduled between 8 AM and 8 PM. If damages/costs go over the \$200 deposit, you as the homeowner will be billed back for any additional costs.
- B) When you, the homeowner, are selling your unit, a move out date must be given to the Association’s Management Company before the status letter for your closing is due, and a \$200 deposit, made payable to Foxdale Condominiums, should be given for any damages or trash fees that may incur with a future address to send the refund. Move outs can only be scheduled between 8 AM and 8 PM. If a homeowner does not contact the management company with a move out date and provide the \$200 deposit, a \$200 charge will be added to the status letter and the seller can contact the management company for a refund after 30 days.
- C) If you are renting out your unit, the homeowner, or the property management company contracted to handle the property, must provide the Association’s Management Company with any and all move in or move out dates for tenants. A \$200 deposit, made payable to Foxdale Condominiums, should be sent to the Association’s Management Company at least a week prior to the move in date. Move ins & Move outs can only be scheduled between 8 AM and 8 PM. The deposit will be refunded after 30 days to the homeowner provided the tenants do not leave any trash, bulk items, unwanted furniture and do not damage the building. If the homeowner, or the property management company contracted for the homeowner, fails to provide a move in or move out date and/or does not provide a deposit, a fine will be assessed for the \$200 deposit.

V. RECREATIONAL FACILITIES

- A) The Association has the right to suspend the right to use the recreational facilities for any period during which any common expense assessment or homeowner dues remain unpaid, and for a period not to exceed 60 days for any infraction of these Rules and Regulation (Declarations Section 18).
- B) The Managing Agent will provide recreational facility keys only to the Owners, unless the Board/Managing Agent receives written authorization from the Owner to release the key to the Owner's renter or other occupant, who will then become the "Authorized Resident". An Owner who does not reside in the Unit and designates an Authorized Resident relinquishes their right to use the recreational facilities until such a time they notify the Association in writing that the occupant is no longer an Authorized Resident for that Unit. Written authorization from the Owner must be on file with the Managing Agent unless specified in the lease.
- C) Recreational facilities may be temporarily closed upon safety/maintenance issues as deemed necessary by the Board. In the event that access is restricted for more than 72 hours, the Association will provide electronic or written notice to each Owner as soon as reasonably practicable and post notice of the closure the entrance to the facility.

1. SWIMMING POOL

Nonresident Owners who designate an Authorized Resident use of the recreational facilities may not use the pool unless they are guests of the Authorized Resident. All POOL CARDS will be deactivated at the end of the pool season. To reactivate your pool card, you must come into the clubhouse to update and sign any necessary paperwork.

POOL HOURS

Monday through Sunday: 7:00 a.m. to 10:00 p.m.

The pool will generally be scheduled to open on Memorial Day weekend and close on the Labor Day weekend.

POOL RULES

To use the pool facilities, the following rules must be adhered to, with no exceptions:

- a) There is NO LIFEGUARD on duty at the pool. Everyone swims at their own risk.
- b) All children under the age of 12 must be accompanied by an adult or other responsible party who can pass a swim test.
- c) GLASS CONTAINERS AND FOOD are PROHIBITED in the pool and in the pool area.
- d) ALCOHOLIC BEVERAGES are NOT allowed in the pool area.
- e) NO PETS are allowed in the pool area.
- f) Guests must be accompanied by an Authorized Resident or Owner. The Authorized Resident or Owner will be responsible for the safety and conduct of their guests and may be assessed charges or fines for any violation of these rules in accordance with the Association's covenant and rule enforcement policy. Please limit guests on holidays and weekends. No more than four guests per Unit are permitted at any one time (excluding family members and/or household members).
- g) Any music-playing devices with audible speakers are strictly prohibited, which includes, but is not limited to, radios, tape and CD players and other similar devices. Only personal music listening devices with headphones are permitted in the pool area.
- h) The use of air mattresses and other large pool toys intended to hold more than one person shall be restricted.
- i) Bathrooms are not available at the pool area. "Swimmer"-type diapers must be worn by any individual who is not toilet-trained. Anyone observed soiling the pool will be assessed charges for the labor, chemical and water cost to clean the pool.

- j) Horseplay, ball playing, disruptive/dangerous behavior, yelling, offensive language and other nuisances are **STRICTLY PROHIBITED**, and violators will be required to leave the pool area immediately.
- k) Clothing not specifically designed for swimming is not permitted in the pool; e.g., jeans, cutoffs, T-shirts, diapers, etc. Swimmers may only enter the pool in proper swimwear.
- l) Owners and Authorized Residents should always have their pool cards with them when using the pool. A fee will be assessed to replace lost or stolen cards.
- m) Anyone propping open the gate for unauthorized users, allowing people in without a card, climbing the fence or otherwise gaining unauthorized access to the pool area will have their unit's pool privileges suspended and their card will be deactivated for whatever time frame is determined by the Board subsequent to a hearing.
- n) Any non-resident who is not authorized to use the pool will be considered a trespasser. Authorities will be notified and legal action will be pursued.
- o) At the discretion of the Board, a "pool monitor" may be hired to check pool cards and to ensure that users comply with the rules and regulations.
- p) The pool may be closed for weather, repairs, cleaning, maintenance, public health issues, or the like. In the event that the pool is closed for more than 72 hours, the Association will provide electronic or written notice to each Owner as soon as reasonably practicable and post notice of the closure the pool entrance.

2. TENNIS COURTS

The tennis courts are provided for tennis use **ONLY**. Other uses such as, but not limited to, skating, skateboarding, bicycles, tricycles, ball sports, frisbee, barbecues, parties or other playground activities are **STRICTLY PROHIBITED. PETS ARE NOT ALLOWED IN THE TENNIS COURT AREA**. The cost to repair damage to the tennis courts or nets for unauthorized or improper use will be charged to the Owner causing such damage after notice and hearing before the Association Board.

COURT HOURS: 9:00 a.m. to dusk

3. CLUBHOUSE

The clubhouse is available for private parties of an Owner or Authorized Resident. Nonresident Owners who have assigned their use rights to their Authorized Resident may not use the clubhouse. Renters who are not Authorized Residents must have written authorization from the Unit Owner in order to reserve the clubhouse. An Owner who gives authorization to his or her renter or Authorized Resident remains liable for any damages caused by the renter or Authorized Resident or guests of the same. Arrangements for reserving the clubhouse should be made through the Managing Agent. Specific use restrictions and regulations are provided at the time of reservation. A nonrefundable rental fee will be charged. A deposit is required to confirm your reservation and a reservation agreement must be signed prior to rental date. The reservation agreement will require, in part, that the renter agrees the clubhouse will be left in clean condition, trash and debris removed inside and outside and guests will abide by all Foxdale rules, including those pertaining to parking.

VI. ASSESSMENTS

- A)** Monthly assessments are due on or before the first day of each month. Late charge will be assessed in accordance with the Association's Collection Policy. Electronic payment options are available to ensure that payments are timely. The Managing Agent can be contacted for details to enroll or where to direct payments.
- B)** Any bank charges assessed against the Association for any check or other instrument that is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds, will be charged to the unit account of the Owner on whose account such dishonored check was drawn in the same manner as assessments. (Declarations Section 23).

- C) **NONPAYMENT OF ASSESSMENTS** – The Association has a statutory lien for assessments, which attaches without notice if the Unit Owner fails to pay any installment within 15 days after the installment is due. The Association may prepare and record a written notice of the lien, may bring a legal action to collect delinquent assessments, may charge interest at the rate of 8% per annum on the delinquent amount, may seek reimbursement for expenses incurred in pursuing delinquent assessments including court costs and attorney's fees, and may foreclose its lien through a legal process. (Article XIII of Bylaws, Declarations Sections 23 and 24).
- D) Nothing in the Rules and Regulations shall require the Association to take specific actions other than to notify Owners of the adoption of these procedures. The Association Board shall follow the procedures in its current policy on the collection of assessments. To the extent of any conflict between these Rules and Regulations and the Association's Collection Policy, the Collection Policy shall control.
- E) **MEMBERSHIP AND VOTING RIGHTS** – An Owner of a Unit shall be a member of the Association. Each Unit Owner (member) shall have only one vote. The Association shall have the right to suspend the voting rights and the right to use the recreational facilities situated of the common elements of an Owner for any period during which any assessment against their Unit remains unpaid for more than 30 days from the due date for payment thereof. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for any infraction of these Rules and Regulations (Declarations Section 18).

VII. LEASES

- A) Leases must be in writing. Any Owner who leases their Unit shall, within 10 days after execution of such lease, forward a copy of the same to the Managing Agent (rental amount may be redacted). All leases shall provide that the terms of the lease and the occupancy by the renter shall be subject to the Declaration, Articles of Incorporation and Bylaws.
- B) No Owner may lease less than his entire Condominium Unit.
- C) All Renters or Authorized Residents are subject to Association rules and regulations and the Owner shall be held responsible for any and all infractions of its Renters.
- D) The Owner is responsible for their Renter being aware of the Rules and Regulations, for delivering a copy of the Association's Rules and Regulations to present and future renters or Authorized Residents, and will act on renter or Authorized Resident's behalf in all dealings with the Managing Agent.
- E) The Owner is responsible for providing their renters or Authorized Residents with parking tags, pool cards and any additional keys including mailbox keys, in accordance with the Rules and Regulations.

VIII. ASSOCIATION BOARD MEMBERS, AGENTS AND CONTRACTORS

- A) The Association has volunteer Board Members and employs or contracts with a number of individuals on a temporary, part-time and full-time basis. Verbal or physical harassment of Association employees, agents, or independent contractors will **NOT BE TOLERATED**. Harassment includes, but is not limited to, physical act, threats or offensive language including verbal comments based on age, race, color, sex, sexual orientation, handicap, disability or national origin.

IX. USE RESTRICTIONS

A) MAINTAINING APPEARANCE AND UNIFORMITY

In order to maintain a clean and uniform appearance throughout the complex in accordance with the Bylaws and Declarations of the Association, the following Rules and Regulations shall apply to all Owners, residents and Authorized Users:

- a) No trash, rubbish, waste, paper, dog waste or other prohibited items shall be left in the breezeway area outside of entry doors, under staircases or on decks, patios or balconies. Only door mats and ice melt are appropriate in the breezeways.

- b) Window Considerations:
Within 45 days of your purchase date, the windows must be covered with window covering and be kept in good repair so as to not detract from the appearance of the building. Blankets, sheets or other items not specifically made for the purpose of covering windows are **STRICTLY PROHIBITED**.
- c) Storm doors are to be white, black, or brown in color. Entry doors should match in style and color to others in that phase and must be approved, in writing, by the Association Board.
- d) Windows may be replaced with white or bronze frames and match in style to others in that phase must be approved, in writing, by the Association Board.
- e) Decks, patios and balconies are Limited Common Elements, subject to Rules and Regulations of the Association and must be maintained in a neat appearance. Only firewood, grills (16 oz. propane or smaller, no charcoal), furniture specifically manufactured for outdoor use, plants, bicycles and outdoor carpeting are permitted unless otherwise restricted by the City of Aurora. Pet gates and other items not specifically described above must be approved, in writing, by the Association Board. Roll-up blinds manufactured for outdoor use are acceptable and must be approved, in writing, by the Association Board. If you cover any of the above items, it must be with a solid-colored tarp, securely fastened. Trash bag coverings are not acceptable.
- f) Planters of any kind cannot be placed on or above the balcony railings. Hanging plants cannot be drilled into any parts of the balcony without written approval from the board.
- g) Owners are responsible for researching and complying with Aurora Fire Rescue's adopted codes as may be amended. Currently, the Aurora Fire Rescue has adopted the International Fire Code, 2015 Edition, which states, "308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction." Costs for repair or replacement due to any damage to siding, trim, building, etc., as a result of careless use of grills will be charged to the Owner.
- h) No business activities or any kind shall be conducted in any building or in any portion of the complex except for those permitted by law and the Board of Managers and only if such activities are categorized as home business activities. Home business activities shall not create a nuisance in the community. The operation of a home business shall not cause or encourage an amount of vehicular or pedestrian traffic or noise above what is normally associated with the area in which the home business activity is conducted. There shall be no external evidence that in any way advertises the performance of the home business activity.
- i) The Federal Communications Commission has limited the ability of homeowner associations to restrict or impair the reception of television broadcast signals, direct broadcast satellite services or multipoint distribution services on property of the Owner. In order to comply with this federal legislation, the Board has adopted the following:
1. No prior approval for dish satellite antennae (less than one meter in diameter) is required if the dish/antennae are installed within the Unit or on the balcony of the Unit (provided not permanently attached to any railing). All other installation of satellite dishes/antennae in other locations on the Common Elements or Limited Common Elements requires prior written approval of the Association Board.
 2. Owners are responsible for restoring the exterior of the structure to its original condition upon removal of the satellite antennae from a Common Element or Limited Common Element. Satellite dishes/antennae are not permitted to be fastened to the roof membrane or siding.
- (g) All holiday decorations, including outdoor lights displayed in or on a patio or balcony area may be installed up to 30 days prior to the holiday and must be removed within 30 days following the holiday.

B) GARAGES

- a) Vehicles may not be parked in front of a garage.
- b) Hazardous or combustible materials may not be stored or used in any garage.
- c) Electrical appliances (e.g., refrigerators, freezers, power tools, etc.) or equipment that necessitates the use of extension cords may not be used within a garage.
- d) Garage door openers may be installed; doors must be closed when not in use.
- e) Garage doors are the Owner's responsibility and are to be in good working order and be kept aesthetically and structurally maintained.
- f) Owners are responsible for all contents of garages.

C) NUISANCES (Declaration Section 34e & 34f)

- a) No annoying lights or loud noises are allowed, including loud music.
- b) No hazardous, immoral, improper, offensive, or unlawful activities may be conducted on the property.
- c) No feeding wildlife.
- d) Quiet hours are from 10 PM until 7AM.

D) TRASH AND DEBRIS

- a) Dumpster use is restricted to **RESIDENTS OF FOXDALE ONLY** and is only for **PERSONAL HOUSEHOLD TRASH ONLY**. Trash brought in from outside of Foxdale is strictly prohibited in our dumpsters. (The following items are **examples of what is NOT** considered household trash: construction debris, remodeling waste, flooring materials, chemicals, paint, oil, electronics, carpet and carpet pads are prohibited.)
- b) Household trash must be in a tied trash bag and deposited into the provided dumpsters. All boxes must be empty and broken down before placed inside the dumpster. Residents should fill back dumpsters first, front dumpsters second. No items shall be left in dumpster enclosures on the ground.
- c) Bulk items shall be scheduled for pickup with the Association's trash service provider (see www.foxdaleco.com for contact information). This service is at the Owner's expense. This includes, but is not limited to couches, loveseats, shelves, tables, chairs, doors, dresser, mirrors, appliances, mattresses, box springs, futons, tires, toilets, construction debris, remodeling waste, etc.

E) PARKING

- a) No commercial-type vehicles, campers, trailers, boats, recreational vehicles, and no trucks in excess of $\frac{3}{4}$ ton shall be stored or parked on the common elements. Nor shall they be parked on any common driveway except while engaged in transport to or from a building. (Declarations Section 34(h)).
- b) Each Unit has one numbered, reserved (assigned) parking space. Additional vehicles registered to residents must be parked in the UNMARKED SPACES, which are primarily located on the perimeter of the property. Vehicles parked in numbered (assigned) spaces other than their own are subject to being towed at the vehicle owner's expense.
- c) Parking rules have been enacted that require Parking Tags while parked at any space at Foxdale, numbered or otherwise. Units are assigned two Parking Tags; additional Parking Tags MAY be available to Owners at a cost of \$500 per year, per tag. Requests should be addressed to the Managing Agent and include Owner name, full address and the registration for all vehicles that may park related to the Unit, along with proof of the number of residents in the Unit. **Parking Tags are only considered to be valid if the vehicle is in compliance with all the parking Rules and Regulations of Foxdale.**

- d) Parking Tags must be visible in the vehicles between the hours of 10:00 p.m. and 6:00 a.m. Friday, Saturday, and Sunday and between 8:00 p.m. and 6:00 a.m. Monday through Thursday. Vehicles that are not in compliance with this Parking Tag rule may be towed and/or booted during these times, at the vehicle owner's expense.
- e) Replacement Parking Tags may be purchased at a cost of \$75. Any resident found to possess unauthorized Parking Tags may be assessed fines at the discretion of the Association Board after notice and opportunity for a hearing.
- f) Parking spaces marked HANDICAPPED may be used only by vehicles displaying proper state authorization in the form of a plate or placard.
- g) Only OPERABLE VEHICLES are allowed to park in the designated parking areas. Abandoned and inoperable vehicles including, but not limited to, flat tires, expired plates or any vehicle that has not been driven under its own propulsion for a period of three weeks or longer will be towed and/or booted at the vehicle owner's expense, 72 hours after written notice has been served upon the owner or posted on the vehicle. The Association shall have the right to have the vehicle removed without liability to the Association, and the expense shall be charged against the vehicle owner. If the vehicle owner is a member of the Association, the expense may be added to the next monthly assessment.
- h) Vehicles are NOT permitted on Common Elements or Limited Common Elements outside of designated parking areas. This includes lawns, landscaped areas or sidewalks for any reason. Expenses for damage to the Common Elements will be charged to the Unit Owner who owns or is using the vehicle, following notice and a hearing before the Association Board. Fines may be assessed in accordance with the Association's Covenant and Rule Enforcement Policy.
- i) Vehicles that leak oil onto the asphalt must be repaired. Expenses incurred by the Association in remedying damage caused to the asphalt by oil or other vehicle fluids shall be charged back to the Owner who owns or uses the vehicle following notice and a hearing before the Association Board, and fines may be assessed at the Association Board's discretion.
- j) Residents should be courteous and minimize impact of exhaust when parked directly in front of a Unit. Vehicles may back into parking spaces only along the perimeter of the property.
- k) Any use of building hoses to wash vehicles is prohibited.
- l) Parallel parking is prohibited.
- m) Parking in front of a sidewalk, building entrance, fire hydrant, fire lane or behind another vehicle is prohibited at all times. Violators may be ticketed and/or towed at the owner's expense.
- n) Motorcycles are required to have a block of wood or piece of metal (4"x4") placed under the kickstand to prevent holes in the asphalt.
- o) Vehicles must display current tags (registration).
- p) Assigned parking spaces are the owner's responsibility to maintain. If there are any spills, regardless of where it came from, it is owner responsibility to clean up. If there is snow/ice in the assigned parking space, it is the owner's responsibility to have this removed.
- q) At no time can vehicle maintenance be done in the parking lot.

F) ARCHITECTURAL CHANGES

- a) The following require approval of the Association Board:
 - i. Storm doors are to be white, black or brown in color.
 - ii. Entry doors should match in style and color to others in that phase.
 - iii. Windows may be replaced with white or bronze frames and match in style to others in that phase.
 - iv. Anything outside of your front door is considered to be common area. Any modifications, improvements or alterations of the Common Elements or Limited Common Elements (balcony).

- b) Landscaping requests may be submitted to the Association Board for review and consideration. No Owner or occupant enter may make changes to the landscaped areas without specific approval. This includes plantings, pavers, furniture, bark/mulch, modifications to the irrigation system, etc.
- c) The following do not require the approval of the Association Board:
 - i. Minor changes to the interior of the Unit that do not alter or affect the structural components, common utilities (water, sewer, plumbing, electrical, etc.), or load-bearing elements.
 - ii. Interior repainting or re-staining.
- d) No structural modifications, alterations or installations may be made to the interior of a unit without obtaining written approval from the Association Board. The Association Board shall be notified in writing of the intended structural modifications, alteration or installation and shall have 30 days to respond to the request, after which time such request shall be deemed approved if there has been no objection. (Bylaws Article X, Section 5(b)).
- e) Real Estate or By Owner "For Sale" or "For Rent" signs are commercial signs and are permitted provided the sign is no larger than 30"x30" in size. Only one sign per Unit is allowed and must be placed within the interior of the Unit.

G) PETS

- a) No animals, livestock or poultry of any kind shall be raised, bred or kept on the property, except that no more than two household pets may be kept per Unit.
- b) The City of Aurora has a leash law and immunization requirements for domestic pets, which are applicable to all pets residing in the Association.
- c) Pets must be on a leash at all times when in the Common Elements.
- d) Pet owners are responsible for picking up their animal's waste as it occurs and are responsible for providing their own pet waste disposal supplies. All streets, sidewalks, lawns, landscaped areas along the streets and fences surrounding the complex are part of the grounds and waste must be picked up when it occurs in all of those areas. Pet owners should make every effort to ensure pets urinate in grassy areas only.
- e) At no time are animals permitted to relieve themselves on the sidewalk, concrete areas, landings, parking lot, decks, patios or balconies. Such acts may subject the Owner to fines at the discretion of the Board.
- f) Pets may not be chained, tethered or left unattended on railings, decks, patios, balconies or any other portion of the Common Elements at any time.
- g) Doghouses, runs, pens or enclosures of any kind are prohibited on any deck, patio or balcony.

X. ENFORCEMENT OF RULES AND REGULATIONS

- a) Each Owner shall comply strictly with the provisions of the Declaration, the Articles of Incorporation and the Bylaws of the Association, and the decisions, resolutions, Rules and Regulations of the Association adopted pursuant thereto as the same may be lawfully made and amended and/or modified from time to time.
- b) It is the responsibility of the Association Board and the Managing Agent to enforce the Rules and Regulations of the Association. These Rules and Regulations may be adopted, amended and repealed from time to time by the Association Board.
- c) Any dispute as to the interpretation of these Rules and Regulations or as to their application in any given case shall be submitted to the Association Board, and the Board's decision shall be final.

- d) The Rules and Regulations shall be furnished to all Owners prior to the Rules and Regulations taking effect, and each Owner is responsible for providing a copy to each Renter (present and future). Copies of these Rules and Regulations may also be obtained from the Managing Agent upon request, for a fee and are posted on the Association website www.foxdaleco.com. Fines for infractions of these Rules and Regulations may be assessed according to governing documents.
- e) All complaints pertaining to a violation of these Rules and Regulations shall be made in writing and mailed to the Managing Agent at the address listed on the website listed above.
- f) The complaint should contain the following information:
 - i. The address, including unit number, and description of the violator, e.g., renter, child, guest, etc.
 - ii. Identification of rule believed violated.
 - iii. Actions the complainant has taken to remedy or resolve the violation.
 - iv. Date, time and place of violation.
 - v. Property damage caused by violation, if any.
 - vi. Name, address, telephone number and relationship to the Association of the person making the complaint.

XI. FINE SCHEDULE

Refer to the Foxdale Covenant and Rule Enforcement governing policy document for specific information related to assessment of fines

XII. AUTHORITY

These Rules and Regulations have been adopted and approved by the Board of Managers (the "Board" or "Association Board") of the Foxdale Condominium Association, Inc. (the "Association") to assist with the administration, operation and protection of the Foxdale Condominiums through enforcement of the Declaration of Covenants as recorded with the Clerk and Recorder of the County of Arapahoe, Colorado (the "Declarations"), the Bylaws, the Articles of Incorporation ("Articles") and applicable Colorado law. The authority of the Board to adopt such Rules and Regulations is derived from the Bylaws, the Declarations, and the applicable provisions of the Colorado Common Interest Ownership Act and the Colorado Revised Nonprofit Corporations Act.

XIII. ASSOCIATION MANAGEMENT

The Board of Managers of the Foxdale Condominium Association, Inc. has appointed an agent for the Association (the "Managing Agent" or "Sunshine Management") to work with the Association Board in handling day-to-day enforcement of the governing documents and applicable Colorado law.

XIII. MISCELLANEOUS

- A) Failure by the Association Board, the Managing Agent or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
- B) The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.
- C) Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

- D) The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Rules and Regulations or the intent of any provision hereof.
- E) Notwithstanding anything to the contrary contained in these Rules and Regulations. The Association Board reserves the right, at any time and from time to time hereafter to modify, amend, repeal and/or re-enact these Rules and Regulations in accordance with the Declarations, Bylaws, Articles and applicable law.

Adopted by resolution of the Board of Managers of the Foxdale Condominium Association, Inc. at a meeting held on October 3, 2024, with the effective date of these Rules and Regulations to be October 3, 2024.

FOXDALE CONDOMINIUM ASSOCIATION, INC.

By: Eliabino Zollo
President