

Rules & Regulations
Supplement to the Covenants and Bylaws, Conditions, and Restrictions
Village at Littleton Homeowners Association (VALHOA)

*For additional information about Covenants and Bylaws Conditions, and Restrictions
at the Village at Littleton, please consult the bylaws/governing documents, which can be found on the website:*

www.valhoa.org

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*** **Bold** = new or modified text

*** Underlined = important text

1. Antennas and other exterior additions

No exterior radio or other antennas which are not protected by federal law are permitted.

Rules regarding satellite dishes and antennae, which are protected by federal law, are available upon request from the Architectural Control Committee (ACC) or by consulting the VAL website (www.valhoa.org) under documentation, for the current rules regarding antennae and satellite dishes.

2. Architectural Criteria (ACC)

The Architectural Control Committee (ACC) is an advisory committee to the Village at Littleton Homeowners Association (VALHOA) Board of Directors (BoD). The main purpose of the ACC is to help the BoD decide if an architectural change request (ACR) should be approved or denied. Based on the VALHOA Rules and Regulations, Bylaws, Covenants and Declarations, the ACC will make one of two recommendations to the VALHOA BoD concerning architectural change requests: to approve or to disapprove the request.

ANY change to the exterior of the Residences & Lots, excluding landscaping (see Landscape Committee) around Townhouse, is subject to review and approval by the ACC. **An Architectural Change Request is required for any and all changes to the exterior of an Owner's unit and/or lot.**

No structure or attachment to an existing structure shall be constructed, erected, placed on, or installed on the properties. No alteration of the exterior of a residence shall be made unless complete plans and specifications have been submitted to and approved by the ACC/BoD (Board of Directors) in writing. **Liability for such structure or attachment remains with the individual(s) filing the ACR. By approving an ACR neither the ACC nor the BoD assumes any liability with regard to same.**

The **ACC** shall exercise its reasonable judgment to the end that all attachments, improvements, construction and alterations to improvements on a Lot shall comply with the requirements set forth herein and in the Declaration. The recommendation of the ACC on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. **Recommendations** shall be based upon, but not limited to, conformity and harmony of exterior appearance of structures with neighboring structures, effective location and use of improvements on nearby Lots, preservation of aesthetic beauty, and conformity with the specifications and purposes generally set out in this Declaration and any applicable federal and state statutes. Upon its review of such plans, specifications and submittals, the ACC/BoD may require that the applicant(s) reimburse the VAL HOA for actual expense incurred by it in its recommendation and approval process.

The **ACC/BoD** will reply & communicate to requests in a timely manner, but in no event later than forty-five (45) days from the date the submission of plans is complete. Responses to routine or special requests may be made in less time from the date the submission is complete.

As appropriate (as determined by the ACC dependent on the size and scope of the project), one or more of the following forms must be completed and submitted to the committee prior to the project's start. **The following forms can be found on the VALHOA website.**

Design Review Request

Neighbor Response

Release of Liability

Approved Storm Door Designs

Owners may reserve their right to appeal if their request is denied, as permitted by the Declaration.

Seasonal decorations of a non-permanent nature are permitted, provided they are put up no earlier than thirty (30) days prior to and removed within 30 days of the holiday date, **weather permitting**.

Windows shall be covered with appropriate window coverings (i.e. curtains, drapes, and blinds). No newspapers, sheets, towels or **similar materials** are allowed in windows at any time (there is a 21-day grace period for new owners/tenants).

3. Monthly HOA dues, Assessments

Each member (owner) shall pay monthly HOA dues, annual assessments, special assessments, and reconstruction assessments, interest, late charges, cost, and reasonable attorney's fees. All above charges shall be a continuing lien upon the lot. Any assessment not paid within ten days after the due date shall bear interest from the due date at the rate of 18% per annum. In addition, a late charge may be assessed which is currently \$25 per month.

Monthly HOA dues are proposed by the HOA BoD at a homeowner meeting called with 30 days notice. Should the BoD propose a HOA fee increase greater than the year's consumer price increase (CPI), two-thirds of a quorum of homeowners present in person or by proxy must approve of said increase.

Any Special Assessment for capital improvements also requires a vote of two-thirds of those attending, in person or by proxy, a meeting called by the BoD to review and approve this expenditure.

Failure to pay monthly HOA dues for more than two months (60 days) will result in a lien being placed on the unit until dues are brought current.

In addition to any and all charges imposed under the bylaws/governing documents of the VAL HOA, a \$25 fee or other amount deemed appropriate by the BoD shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. This returned check charge shall be a "common expense" for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the VALHOA shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the Owner(s) of the unit for which payment was tendered to the VALHOA. Returned check charges shall become effective on any instrument tendered to the VALHOA for payment of sums due under the Declaration, Articles, Bylaws, Rules and Regulations as of the date these rules are adopted. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the VALHOA may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. An Owner shall in addition to any late charges or interest incur this return check charge. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment is not made within 10 days of the due date.

As an additional expense permitted under the Declaration and by Colorado law, the VALHOA shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the VALHOA from a delinquent Owner. The reasonable attorney fees incurred by the VALHOA shall be due and payable immediately when incurred, upon demand.

Once the Board turns over a delinquent account to the VALHOA's attorney, all sums collected on a delinquent account shall be remitted to the VALHOA's attorney until the account is brought current. All payments received on account of any Owner or the Owner's Unit/Lot (hereinafter collectively "Owner") shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, rules and regulations, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

4. Exterior Doors, Windows & Pre-Approved Security Door Designs & Temporary Structures

The exterior maintenance (repair and replacement) provided by the VALHOA shall not include doors, garage doors, windows and other glass surfaces (including skylights).

ACC recommendation is required for all new or replacement doors, windows, security doors and above ground security window protection. (See the ACC for pre-approved door designs). **ACC** recommendation and **BoD approval** is required for replacement of or alteration to the front door or to the front door entrance. Materials shall be similar in nature and design to those in the community and all colors will be the same as originally prescribed by the ACC. Security coverings on doors and windows shall either be white or black in color. Additional designs or colors are subject to the **ACC/BoD** recommendation and approval process.

Awnings, shutters, blinds, or any other items are **subject to the ACC/BoD recommendation and approval process**.
Temporary structures such as **RVs**, trailers, storage sheds, or doghouses are not permitted in the common areas.

5. Insurance

Each owner (and tenant) is responsible for obtaining insurance coverage on the furnishings and other items of personal property (interior and exterior) as well as personal liability insurance on their unit (**see The Declaration, Article VI, section 8**) (usually referred to as a “Condo Policy” or HO6). **For specific rules regarding insurance covered by the association, please refer to The Declaration Article VI sections, 1 thru 6.**

In order to provide required information to the insurer of the exteriors of the units and the common areas; each Owner must have the name and address of their insurance company on file with the Management Company and provide a Certificate of Insurance or a copy of the declarations page to the Management Company. A fine of \$25 per month, following notice and an opportunity for a hearing, will be assessed each month that current insurance contact information is not on file with the Management Company.

6. Landscape Committee (LC)

The LC is an advisory committee of the VALHOA/BoD. The main purpose is to determine if a landscape change request of a Lot by a homeowner complies with the requirements set forth herein and should be approved or denied by the BoD. A second purpose of the LC is to identify areas in the VAL in need of improvement and to make recommendations to the BoD concerning approved plantings (especially those that would be low water used plants.)

The BoD will make a decision to approve/disapprove or make recommendations about the homeowners' requests properly coming before it by completing one of the requests listed below in a timely manner, but in no event later than thirty (30) days from the date the submission of landscape plans is complete.

It is the sole responsibility of the homeowner to complete the project or contact the LC if they change their decision about doing it. Maintenance for any landscape improvements becomes the sole responsibility of the homeowner and any future homeowner shall be advised as such.

A homeowner who is negligent in completing or maintaining a landscape improvement/change on their Lot within 60 days will be subject to a \$50.00 fine. If the improvement/change has not been completed within 90 days they will be subject to an additional \$50.00 fine. These \$50.00 fines will continue to accrue every 30 days until the improvement/change has been completed.

The following form and helpful link <https://plantselect.org/> can be found on the VALHOA website.

LC design review request form

7. Leasing and Occupancy

Any Owner shall have the right to lease or allow occupancy of his or her unit upon such terms and conditions as the Owner may deem advisable, subject to restrictions of the Articles of Incorporation, the Declaration, the Bylaws, these Rules and Regulations, and, in particular, the following:

No unit shall be occupied or leased except under the terms and conditions set forth in the Articles of Incorporation, the Declaration, the Bylaws, and Rules and Regulations of the VALHOA. Each unit shall be occupied and used by Owners, their guests, occupants or lessees for residential purposes only, except as may be provided by the Declaration.

Owners shall, at their expense, provide a copy of the Articles of Incorporation, the Declaration, the Bylaws and rules and regulations of the VALHOA to each lessee at the time the lease is executed.

Each Owner is encouraged to conduct a full background check, including credit and criminal reports, for each lease applicant.

No lease may be for less than the entire Lot/**Unit**.

All leases must be in writing, for a term of not less than six months and must be signed by all occupants over the age of eighteen. Every lease must include the following:

- ✓ A statement that the lessee has received a copy of the Articles of Incorporation, the Declaration, the Bylaws, and rules and regulations of the VALHOA, that the lease is subordinate to the Articles of Incorporation, the Declaration, the Bylaws and rules and regulations of the VALHOA, and acknowledgement that the lessee agrees to comply with same and any future revisions to the same.
- ✓ An affirmative covenant of the lessee providing that the failure by the lessee or the lessee's guest to comply with the terms of the lease, the Articles of Incorporation, the Declaration, the Bylaws and rules and regulations of the VALHOA, or Colorado law shall constitute a default by lessee under the lease.

Each Owner who leases his Unit shall provide the VALHOA, within ten days of the date the lease is executed, a copy of the current lease and tenant information including names of all occupants, vehicle descriptions including license plate numbers, and any other information reasonably requested by the VALHOA, or its agents.

All Owners who reside at a place other than the Unit shall provide to the VALHOA an address and phone number(s) where the Owner can be reached in case of emergency, or other VALHOA business. It is the sole responsibility of the Owner to keep this information current.

The Owner will be held solely responsible for all monthly dues, assessments, associated late charges, interest, and fines set forth in the Articles of Incorporation, the Declaration, the Bylaws, and rules and regulations of the **VALHOA**.

Owners shall be responsible for the actions and/or violations of their guests and lessees, and the lessee's guests, **and shall extend to actions and/of violations occurring on the grounds of the common area, including, but not limited to, speeding and improper parking, littering, recreational use of driveways, issues relating to pets, excessive noise and nuisances, etc.**

An Owner may be requested by the BoD to evict any lessee who has committed more than two violations of any of the provisions of the Articles of Incorporation, the Declaration, the Bylaws and rules and regulations of the VALHOA. Notwithstanding this provision, an Owner shall immediately evict any lessee who commits, or whose guest commits, any act, or series of acts, which endanger the life of any person, or who willingly and substantially endangers any Common Area or other property pursuant to the provisions of *Colorado Revised Statute 13-40-107.5*. (Termination of tenancy for substantial violation-definition-legislative declaration. Notice of violation may be sent to the lessee in addition to the Owner of the Unit. The Owner will be held solely responsible for all fines incurred for violations by lessees.)

8. No Annoying Lights, Sounds or Odors

No light shall be emitted from any portion of the Village at Littleton Community, which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Village at Littleton, which would reasonably be found by others to be offensive or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Village at Littleton Community except with the prior written approval of the BoD.

9. Nuisances

No nuisance shall be permitted within the Village at Littleton Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs any Owner, or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a lot, including the attached patio, or any Common Area, or any portion of the Village at Littleton Community by Owners. Should you experience such nuisance, notify the Management Company, or if necessary, the Littleton Police.

10. Offenses/Violations

If an alleged violation occurs, the Owner shall be notified in writing by the Management Company of the nature of the alleged violation and of the possible fine. First violations are subject to a \$50.00 fine, which will be assessed only after notice and an opportunity for a hearing. If the alleged violation is corrected within 30 days of the date of the notice, no fine shall be assessed.

If the violation is not corrected, or occurs again, within (30) days of the first notice or of the hearing, if one is requested, the Owner shall be notified in writing that a second violation may exist. Second violations are subject to a fine of \$75.00, which will be assessed only after notice and an opportunity for a hearing. If the alleged violation is corrected within fourteen (14) days of the second notice, the Board may determine, in its discretion, to assess only the First Violation fine of \$50.

If the alleged violation persists after an additional fourteen (14) calendar days, or occurs again within such fourteen (14) day period, the Owner shall be notified in writing that a third violation may exist. Third violations are subject to a fine of \$125.00, which will be assessed only after notice and an opportunity for a hearing. If the violation is corrected within 14 days of the third notice, the Board may determine, in its sole discretion, to assess only the First and Second violation fines.

Subsequent and continuing violations shall be subject to a fine of \$125.00, following notice and an opportunity for a hearing.

If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, the Owner must request such hearing, in writing, within fourteen (14) days of the date of the notice of violation. The request for hearing shall describe the grounds and basis for challenging the alleged violation. In the event a proper and timely request for a hearing is not made, the right to a hearing shall be deemed to be waived. If a hearing is not requested within the fourteen (14) day period, the BoD shall determine if a violation exists and, if so, assess a fine in accordance with the fine schedule above. The fine is due and payable immediately upon receipt of notice of the fine and shall be collectable in the same manner as assessments.

Notwithstanding any provision of these Rules and Regulations, including the fine schedule and hearing procedures, the VALHOA may use any legal means available at any time to enforce the terms of the Declaration, Articles of Incorporation, Bylaws, rules and regulations or any other governing document of the VALHOA to be paid by the owner.

Fines may be recovered or rescinded at the discretion of the BoD

11. Outside Burning/Precaution for Fire Hazards

According to current insurance regulations, there shall be no exterior fires on your patio, except for conventional gas, propane appliances which must be 10 feet from the building. Charcoal grills, chimineas are not permitted. It is recommended that a fire extinguisher and water be kept at hand when using gas or propane and these appliances need to be away from the wooden patio fence. No Owner shall permit any condition on his or her lot/unit (or lots/units), which creates a fire hazard or is in violation of applicable fire prevention regulations.

12. Owner's Negligence or Misconduct – Exterior or Common Area

All maintenance, repairs, improvements, or replacement of any Common Area shall only be conducted upon direction by the BoD.

In the event that the need for maintenance, repair, or replacement of any Common Area, or any portion thereof, is caused through or by the negligent or willful act or omission or misconduct of an Owner, or the Owner's agents, guests, lessees, or invitees, then the expenses, costs, and fees incurred by the VALHOA for such maintenance, repair, or replacement shall be a personal obligation of such Owner. If not repaid to the VALHOA within ten (10) days after the VALHOA shall have given notice to the Owner of such expense, costs, and fees, then the failure to so pay shall be a default by the Owner under the provisions of this Article, and such expenses, costs, and fees shall automatically become a default assessment determined and levied against the Owner, and the VALHOA may proceed in accordance with the applicable provisions of the Declaration.

Any necessary repair and replacement to the exterior of a unit is required to be made by the Owner if caused by negligent or willful acts of the Owner or their tenant.

Rules regarding Owner's negligence or misconduct, with respect to the exterior or Common Area, extend to the use of the asphalt/concrete driveway areas and prohibit recreational activities on these surfaces.

13. Planters/Figurines, Patios/Decks, Wildlife Feeders & Hot Tubs

No Owner shall, in whole or in part, change the landscaping or any portion on the Common Area by the addition or removal of any items thereon subject to the **LC/BoD recommendation and approval process, including, but not limited to, drip systems and/or fountains.**

Figurines, ornamentals, & portable planters may be placed only in non-grass areas immediately adjacent to the Owner's lot.

Figurines and ornamentals shall not exceed two in number and shall not exceed twenty four (24) inches height **and twenty four (24) inches in width, subject to the ACC/BoD recommendation and approval process.**

Outdoor planters shall contain only live plants. No artificial flowers or greenery will be allowed outdoors, exceptions being front door wreaths or swags as long as their original color and quality is maintained.

It is the responsibility of the Unit owner(s) to maintain and clean such figurines, ornamentals & planters and to be fully responsible for them.

The installation of, or alteration of, hot tubs is subject to **the ACC/BoD recommendation** and approval process.

Wildlife feeders, **bird feeders**, are not allowed.

Patios and porch areas are not to be used as storage areas. **Small storage bins are permitted so long as they do not offend neighboring residents.**

Small doghouses are permitted on/within patios so long as they do not offend neighboring residents.

14. Restrictions on Animals

Pets, including cats, dogs, and birds are permitted subject to the following:

No more than three (3) animals total, may be kept, maintained, or harbored in a residence, provided that the animal is not offensive to other Owners or occupants.

No exotic animals, including but not limited to, snakes, lizards, alligators, or livestock such as goats, pigs, or horses shall be kept or otherwise maintained within any lot, nor shall any horses be ridden or otherwise permitted on any Common Area.

All animals shall be controlled by their Owner in the manner set forth by the City of Littleton, City Code, Title 6, Police Regulation, Chapter 2, Dogs and Cats.

Animal waste shall be cleaned up immediately by the Owner.

If an animal is offensive to other Owners or occupants, the Owner or person having control of the animal shall be given a written notice by the Management Company to correct the problem, or, if not corrected, that Owner, upon a second written notice, will be required to remove the animal from the Community.

Animals may not be kept for any commercial purposes whatsoever, including breeding.

VALHOA and its officers cannot be held responsible for any claim resulting from any action of an Owner's animals.

15. Restrictions on Evaporative Coolers & Air Conditioners

The relocation of air-conditioning condensers from patios to other portions of the lot or to Common Area, or original installations on the lot or on Common Area is subject to the ACC/BoD recommendation and approval process.

Swamp coolers or window air conditioner units **are subject to the ACC/BoD recommendation and approval process.**

16. Signs, House Numbers, Flag Brackets/Poles, Lighting

No signs, posters, billboards, advertising devices or display of any kind shall be erected or maintained anywhere within the Village at Littleton Community (including the common areas, fences, windows or doors) except such sign or signs as may be approved in writing by the BoD or as permitted in other provisions of this Article or the Rules and Regulations of the VALHOA. **Mail station bulletin boards are for the exclusive use of the BoD, unless prior approval has been granted by the BoD for resident/Owner use.** Notwithstanding the foregoing, a "For Sale," "Open House," or "For Rent" sign not exceeding five (5) square feet in size, may be placed on a lot or in the window of the unit. **A generic "For Sale" sign placed at the entrance(s) to the unit, containing the unit #, is permitted. The sign is meant to provide a fair drive-by notification to sellers without specifically advertising any realty company. A single sign is to be used regardless of the number of properties for sale.**

Flags (not to exceed 3'X5') must be displayed and hung according to proper flag etiquette as prescribed by US Flag Code (36 U.S.C. 173-178 et al.).

Flag brackets or any similar device may not be attached to unit siding.

No freestanding flagpoles or similar devices are allowed.

House number replacement is subject to the ACC/BoD recommendation and approval process.

Outside light fixtures are to be consistent with the original fixtures. Any changes to existing light fixtures are subject to review and approval by the **ACC**.

17. Trash Removal Restrictions

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road, driveway or any Common Area or on any Lot, unless placed in a suitable container and should be placed outside garages for pick up no earlier than 6 PM prior to scheduled collection day. No garbage cans, trash cans or receptacles shall be maintained in an exposed or unsightly manner.

All containers used for trash disposal or recycling should be returned to their indoor storage areas within 24 hours of collection.

No rubbish or flammable items are permitted to be stored or accumulated on the premises (including patios **and garages**).

18. Usage of Property

No lot shall be used for any purpose other than residential. Home-based business use is considered to be related to the enjoyment of the residential use and will be permitted as long as there is no adverse external effect or negative traffic impact on the community. **The guiding principle of what determines "adverse external effect or negative traffic impact" is that any reasonable person "can't see it, hear it, smell it, or taste it."**

The BoD reserves the right to review the type of home business as it may impact the community.

Home-based business operators agree to indemnify and hold harmless the VALHOA and/or the BoD against any and all liability or damages resulting from the conduct or effect of their home-based business.

19. Vehicular Parking, Storage, Garages, Repairs & Common Areas

The four designated parking areas are to be used by visitors only.

Vehicles used by repair people are allowed as necessary.

Parking behind the units is strictly prohibited. Parking for delivery or pickups from the units is permitted for a short period of time.

During the winter months, areas where the snow is plowed must remain clear.

No major repairs to vehicles are permitted on the premises. Abandoned or inoperative vehicles are not permitted to be parked on the premises, and are subject to towing.

Per HOA Covenants and Bylaws, vehicles such as trucks over ¾ ton, campers, trailers, boats and recreational vehicles are not permitted to be stored or parked on the premises.

Non-resident/Non-Owner vehicles not moved within 72 hours will be posted with a warning notice and subject to towing if the vehicle is not removed within 48 hours after the warning notice has been posted. **Movement of a vehicle from one visitor parking space to another visitor parking space within a 72-hour period does not comply with this subsection. An owner or tenant may request a temporary exception to this regulation from the President, Vice President or Treasurer of the BoD.**

Should any resident need to accommodate a vehicle not garaged; they must apply to the BoD for a permit to park in a visitor space. The fee for this parking space shall be \$50 per month, payable by the 15th of each month. If desired, a "reserved for (unit #)" sign (ordered by the ACC and paid for by the renter of the parking space) can be placed in front of the parking space.

Garages are not to be used for storage on a permanent basis resulting in vehicles being parked in our limited visitor parking spots.

Because additional parking spaces are at a minimum, residents are required to park vehicles in their garages and shall not park them outside of the garage. **Short term parking of a few hours for maintenance, deliveries, appliance/carpet installations, etc. is acceptable.**

Garage doors shall be closed at all times, but may remain open while working in garage (for ventilation/light purposes) or for periodic maintenance of the door.

Sidewalks, parking lots, steps, walkways, and other open areas and/or Common Area shall not be obstructed or used for storage or any purpose other than ingress and egress.

20. Voting

Eligible voters must be in good standing with no delinquent assessments. The BoD may suspend an Owner's right to vote for a violation of the bylaws/governing documents, following notice and an opportunity for a hearing on the matter.

21. Current Owner Information to be kept on file with the Management Company

Each Owner shall provide the following information to the Management Company on a **yearly basis or whenever there is a change:**

- ✓ contact information for the Owner including address, phone numbers (**home, work, and cellular**), and email address
- ✓ a list of occupants of the unit
- ✓ a list of pets kept in the unit
- ✓ insurance information (name and address of insurer of the unit contents)
- ✓ **certificate of insurance**
- ✓ mortgagee information (name and address of mortgage company)
- ✓ description of home-based business conducted in unit
- ✓ emergency contact information