

## CARRIAGE PARK HOMEOWNER ASSOCIATION, INC.

### RULES AND REGULATIONS

Whereas, the Board of directors of Carriage Park Homeowner Association, Inc. desires to establish adopt, and enforce the following Rules and Regulations of the Association, to supersede all Rules and Regulations previously adopted by the Board.

These rules and regulations are intended to compliment the Condominium Declaration ("Declaration"). In the event of a conflict between these rules and Regulations and provisions of the Declaration, the provisions in the Declarations shall prevail.

These rules are in addition to the state and local laws and ordinances, which provide additional penalties.

NOW, THEREFORE, effective as of this 10<sup>th</sup> day of May 2018, the Board hereby establishes, makes and adopts the following Rules and Regulations of Carriage Park Homeowner Association, Inc.

#### DEFINITIONS

**Commercial Vehicles** shall mean any van or truck rated over one-quarter ton, which is outfitted with a flat bed, utility box, racks to transport ladders, pipe, tires, glass. Or other material generally accepted to be of a business or commercial nature (any truck or van or any motor vehicle) adorned with signage or lettering of a business or commercial nature. Commercial Vehicle shall also include any motor vehicle that is wider than the standard vehicle width of 11 feet, and trailers and other equipment generally used for business and commercial purposes.

**Common Elements.** General Common elements and Limited Common elements shall have the same definition in the Rules and Regulations as they have in the Condominium Declaration.

**Continuing Violation.** Any violation shall be deemed a separate offense for each 24-hour period the violation continues.

**Dog Breeds.** The City of Aurora has specific requirements for keeping pit bulls and other specific breeds of dogs. These breeds are, American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American bull dog, Presa Canario (also known as the Canary Dog, The Canary Island Dog), Presa Mallorquin (also known as the Ca De Bou), Cane Corso, Dogo Argentine (also known as the Dogo Argentino), Fila Brasileiro (also known as the Fila, Brazilian mastiff), tosa (also known as the Tosa Inu), Any mixed breed dog that bears the majority of physical characteristics as the 'standard' for any of the above named breeds. The Carriage Park Homers Association, Inc. also includes Rottweilers in this definition.

**Inoperable Vehicle** shall mean any vehicle that cannot travel under its own power, be safely operated on the highways of the state of Colorado, or any vehicle not currently displaying valid license plates.

**Nuisance Animal** shall mean any animal that consistently deprives other residents of their right to peaceful enjoyment of their property.

**Owner** shall have the same definition in the Rules and Regulations as set forth in the Condominium Declaration.

**Oversized Vehicles** shall mean any vehicle rated larger than a 1 ton pickup truck and vehicles longer than 16 feet or wider than 6 feet.

**Pets** shall mean as defined by the City of Aurora municipal Code, any domesticated animal commonly kept in the primary residents, Household pets including but not limited to, dogs, domestic cats, fish, domestic caged birds, canaries, parrots, rabbits, hamsters, guinea pigs, and similar rodents and reptiles (no longer than 12 inches) so long as such animals are not kept to supplement food supplies or for commercial purpose whatsoever. Household pet does NOT mean livestock or potbellied pigs.

**Property** shall mean the real estate subject to the Condominium Declaration.

**Recreational Vehicle** shall mean and refer to any motor vehicle licensed as a Recreational Vehicle, designated as a class A motor home, equipped with a camper extending over the cab or the rear bumper of the vehicle; not licensed for highway use. Recreational Vehicle shall also include camping trailers, boats, jet skis, and other similar objects with the primary purpose of recreation.

**Resident** is anyone other than the owner who resides within Carriage Park.

**Stored Vehicle** shall mean a vehicle that is not consistently driven. Factors to be considered in determining if a vehicle is stored are: a) has the vehicle been used for transportation in the past seven days; b) does the owner have another vehicle that is used for transportation to the exclusion of the stored vehicle; and c) is the Association's General Common elements being used merely to store a vehicle the owner uses infrequently.

**Tenant** shall have the same meaning as Resident.

**Unauthorized Vehicles** are those belonging to persons not living, renting, or visiting Carriage Park.

**Vicious/Dangerous Animal** shall mean as Colorado statute defines a "dangerous dog" or "animal" as one that can inflict bodily or serious bodily injury upon or can cause the death of a person or domestic animal; or can demonstrate tendencies that would cause a reasonable person to believe that the dog may inflict injury upon or cause the death of any person or domestic animal; or can engage in or can be trained for animal fighting as described by statute. Owners found guilty under the provisions of the Colorado Statue will be subject to misdemeanor penalties if their dogs cause bodily injury or felonies if their dogs cause the death of a person.

## GENERAL RULES

### PETS

Pets may be kept on the property only in the following ways:

- a. Pets **MUST** be controlled on a hand held leash by the pet owner at all times when outside of the unit.
- b. Pets shall not be leashed or tied to any object on the Common Elements such as but not limited to, patios, trees, posts, etc. on the property. Everything outside the airspace of the unit is a common element.
- c. Owners are responsible for all property damage, injury or disturbances caused by their pets or the pets of their family, guests, or tenants.
- d. Pets shall not be permitted to deprive other residents of their right to peaceable enjoyment of their property.
- e. Pets must be kept and maintained in accordance with all applicable state and local statutes and ordinances. Failure to do so will constitute a violation of these Rules and Regulations.
- f. Owners are responsible for the removal of solid wastes of their pets from both the General and Limited Common elements. This removal is to take place at the time of occurrence. There are dog stations located on the property for this use.
- g. Pets shall not be boarded or left unattended at any time on patio areas.
- h. No animals may be kept or bred for commercial purposes.
- i. Vicious and dangerous pet animals are prohibited. Current owners prior to 01/01/2009 are grandfathered in. Pit bulls and related breeds, and Rottweilers as defined in the definitions (Dog Breeds), shall be muzzled and on a secure leash and under the control at all times by a person at least eighteen (18) years of age. The following requirements must be followed for the above mentioned pets: **SHALL** be licensed with City and /or County and **MUST** be registered with the Association to also include those licenses. **SHALL** supply copy of current rabies certificate from licensed veterinarian to the Association. **SHALL** have certificate of insurance naming the Association as an additional insurer. The current policy needs to include a \$1,000,000.00 Liability coverage for any damage or injury caused by the pet. This needs to be supplied each year on renewal date to the Association.

### TRASH

- a. All trash and garbage for pickup must be in a sealed plastic bag and be placed in appropriate dumpsters.
- b. Trash and garbage shall be kept within the Resident's Unit until deposited in the appropriate dumpster for removal.

c. Any items to be removed that are larger than a 33-gallon trash bag must be coordinated through the Property Manager with prior written approval, or removed by the Resident at his/her expense. All fees relating to the removal of these items will be charged to the Unit owner.

d. No construction materials, propane tanks, vehicle oil, gasoline engines (mowers) or tanks, or hazardous materials are to be placed in or around the dumpsters. The contractor will not remove such items from the premises. The Resident, at his/her expense, is responsible for removing these items from the Property. Any expense or cost resulting from a failure to do so will be assessed to the Unit owner.

#### **VEHICLES, DRIVEWAYS AND PARKING AREAS**

a. **Parking permits are required** at Carriage Park. Owners/Residents MUST register their vehicles with Property management. One (1) permit is permitted per unit. While additional vehicles may be registered for recording keeping purposes, it is recommended that additional vehicles be parked in owned garages or outside community gates to avoid towing costs.

b. Owners/Residents may not park or store oversized vehicles, commercial vehicles, or recreational vehicles on the property.

c. Motorcycles are required to have an adequate size block placed under the kickstand in order to prevent the creation of holes in the asphalt.

d. Garage doors shall remain closed except for ingress and egress.

e. No diagonal parking is allowed. A Vehicle may not occupy more than one parking space.

f. Owners/Residents must contact the Property manager to obtain a written variance if a vehicle will be in a parking space more than 7 days. The written variance must be visibly displayed in the windshield.

g. Owners/Residents are responsible for the legal parking of their family members, and guests vehicles.

h. Vehicles may be towed, with or without notice, at the vehicle owner's expense for the following reasons:

double parked

parked so as to block other spaces

parked in front of dumpster enclosures

parked in red curbed or No Parking sign areas

parked in fire lanes

i. Vehicles MUST be currently licensed. Owners/Residents of vehicles that have expired license plates will be given 48 hours' notice of tow. Expired tags will fall under the applicable laws.

j. Emergency vehicles are defined, per Colorado Common Interest Ownership Act, 38-33.3-106.5, The occupant is a bona fide member of a volunteer fire department or is employed by primary provider of emergency fire fighting, law enforcement, ambulance or medical services. The vehicle bears an official emblem or other visible designation of the emergency provider, and parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other unit owners or occupants to use streets, driveways and guest parking spaces within the common interest community.

k. Speed limit is 10mph in the community.

l. Garages attached or detached are NOT to be used as a living area.

m. If a vehicle cannot be legally driven on city streets, it cannot be parked or stored on the Carriage Park property except inside the unit owner's garage.

#### **INOPERABLE OR STORED VEHICLES**

a. Inoperable or stored vehicles are prohibited on the property unless the vehicle is within a garage. Vehicles not moved for more than one (1) week from a parking space will be considered stored or inoperable, and will be given 48 hours' notice of tow. Covered vehicles are not permitted and shall be considered a stored vehicle.

b. Vehicles, found to be in violation of these rules will have 48 hours' notice posted on the vehicle, and if the vehicle in violation is not removed by the second day, or there has been no response requesting a hearing, the vehicle in violation may be towed. Retrieval, storage and towing costs will be the responsibility of the vehicle owner.

c. If a vehicle cannot be legally driven on city streets, it cannot be parked or stored on the Carriage park property except inside the Owners/Residents garage.

#### **PATIOS**

a. patios must be maintained in a clean, presentable manner and may not be used for storage or any objects that extend above the railing and beyond the confines of the patio, without written permission from the Board of Directors. Only patio furniture, patio items, sandboxes, and outside children's toys are permitted on the patio.

b. Charcoal grills are not allowed on patios or the Common Area of the property. Only gas or electric grills are permitted. Per the International Fire Code. SECTION 308 OPEN FLAMES 308.3.1 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. EXCEPTIONS: 1. ONE AND TWO FAMILY DWELLINGS. (R-3 RESIDENTIAL AND SINGLE FAMILY ATTACHED) 2. WHERE BUILDINGS, BALCONIES AND DECKS ARE PROTECTED BY AN AUTOMATIC SPRINKLER SYSTEM. 308.3.1.1 LIQUEFIED-PETROLEUM-GAS-FUELED COOKING DEVICES LP-GAS BURNERS HAVING LP-GAS CONTAINER WITH WATER CAPACITY GREATER THAN 2.5 POUNDS (NORMAL 1 POUND (0.454 KG) LP-GAS CAPACITY) SHALL NOT BE LOCATED ON COMBUSTIBLE BALCONIES OR WITHIN 10 FEET (3048 MM) OF COMBUSTIBLE CONSTRUCTION. EXCEPTION: ONE AND TWO FAMILY DWELLINGS.

c. No signs or other articles, including but not limited to, garments, rugs or household items, are to be hung on or over the railings of the patios.

d. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept within the patio or unit other than allowed gas grills. Chimineas or any outdoor type fire pits are NOT permitted.

e. Hot tubs, wading pools etc. are not permitted in common areas or limited common areas.

#### **USE OF COMMON ELEMENTS**

a. Personal property, such as furniture, wood, bicycles, sheds, gas and electric grills, play structures, toys, tools, equipment, etc. may not be left on the General Common Elements. Agents of Carriage Park will remove property left in such areas.

b. No exterior additions or alterations to any building or change in structure shall be commenced erected or maintained without prior written approval of the Board of Directors.

c. Holiday decorations will be allowed on the Limited Common elements only. Holiday decorations may displayed for thirty (30) prior to the holiday and for fifteen (15) days following the holiday.

d. No vehicle maintenance or repair may be performed within Carriage Park Condominium Association property.

e. As a general policy position, the Association discourages consumption of alcoholic beverages outside of the homes and patio areas. Use and consumption of alcoholic beverages in any of the common elements of Carriage Park is subject to public laws. The Association will not be held responsible or accountable for any action which stems from the use of alcoholic beverages anywhere in the complex. Alcoholic beverages of any kind are expressly prohibited at ANY official meeting of the Association. Any attendee at such official function who I sunder the influence of alcohol will be required to leave.

#### **COMMON ELEMENTS**

a. The irrigation system, sprinkler heads, electric and irrigation control boxes are an Association responsibility and are not to be opened, broken, written on, or damaged.

b. Soliciting is strictly forbidden.

c. Planting in-ground flowers, plants, gardens or other shrubbery requires permission from the Board of Directors.

d. No Owner or Resident shall allow personal property, trash cans or bags, supplies, or other articles to be placed or stored on the Common Elements.

e. No noxious, offensive, hazardous or annoying actives, that may become a nuisance, cause embarrassment, disturbance or annoyance to others will be acceptable.

f. Any intentional or unintentional act of an Owner, his/her family members, guests or residents resulting in loss or damage to Common Elements shall be the financial responsibility of the Owner.

### **DISTURBANCES**

a. Owners, Resident, family members, guests, invitees, and their pets, are to avoid excessive noise of any type, at any time and are to be considerate of the welfare of other residents at all times.

b. Owner/Resident, family members, guests, and invitees are requested to keep noise to a minimum, especially at night.

c. For minor disturbances, please contact the offending neighbor. For unresolved matters or significant disturbances please contact City of Aurora Police department non-emergency number.

d. No fireworks or firearms may be discharged on the Carriage park grounds, common elements, patios, streets, or within a unit.

### **WATER USAGE**

a. Owners/Residents, should they have leaking, dripping faucets, running toilets, etc. are encouraged to have the problem fixed immediately.

b. Vehicle washing is prohibited on the property.

c. Avoid excess watering of plants and flowers inside patio areas.

d. Owners are responsible for the hot water heaters and furnaces in their units. Please have these maintained regularly to prevent them from going bad and causing damages to the unit or other owner's units.

### **EXTERIOR ITEMS**

a. Satellite dishes: per the Declarations of the Carriage Park Homeowner Association, Article 10, Restrictions, Section 10.7, Except as may otherwise be permitted by the Board of Directors, no exterior radio antennae, television antennae or other antennae, satellite dish or audio or visual reception devise of any type shall be placed, erected or maintained on nay Unit, any Limited common Element or the Common element. Should you move, you MUST remOve the satellite dish.

b. Air conditioners: window air conditioners that protrude from the window are NOT permitted.

c. Swamp coolers: Swamp coolers are not permitted. They are attached to the building and nothing is permitted to be attached to the building. Swamp coolers can also cause leaks of water condensation, which can result in foundation problems. Should there be any damage to the building, foundation or concrete which was a result of swamp coolers; this will be the unit owner's responsibility.

d. Windows: unit owners are responsible in keeping window screens and frames in good condition. Screens shall be replaced if torn and bent. Owners are also responsible for broken windows

and shall have them replaced immediately. Silver reflective window coverings are not allowed. Window coverings shall have white or cream color backing.

e. **Doors/Screen/Security Doors:** Front and back doors are the unit owner's responsibly to maintain and repair. The Association paints them when painting is done. If a unit owner wishes to replace the doors, they shall be the same style of the current door. All doors shall be brown in color. Screen/security doors are permitted with Board approval and must be white, tan or black in color.

f. **Toys/Patio Furniture:** Children's toys, sand boxes, patio furniture, etc. shall be placed only on the patio areas, not in the front of the units or on common Elements.

g. **Exterior Changes;** Any exterior changes such as, but not limited to, windows, central air conditioners, and doors, shall be requested and approved by the Board prior to the work being done.

h. **Landscape:** Persons shall not, but not limited to, ride bikes, scooters, skate boards, roller skate, and roller blade on the landscaping. Damages to the landscaping will be the responsibility of the unit owner who shall be charged for any damages caused to the landscaping. Persons shall not play with the rocks, throw rocks, etc. unit owners will be responsible for any damages caused to the property or other unit owner's property, due to the throwing of rocks.

i. **Flags:**

a. **American Flag:** The display of the American flag by a unit owner may be installed in a unit window if the American flag is displayed in a manner consistent with the Federal Flag code, P.L. 94-344:90 Stat. 810: 4 U.S.C. 4 to 10.

b. **Service Bearing Flag:** Unit owner's may display a service flag bearing a star denoting the service of ONLY the unit owner or a member of the unit owner's immediate family in the active or reserve military service of the United States during a time of war or armed conflict **only**, on the inside of the unit window or unit door.

c. **State Flag:** The display of the Colorado Flag is permitted. You may not install inside unit windows or on unit door.

All flags may be installed on a flag pole which can be attached to the building once you have prior written approval by the Board of directors for the installation of the flag.

## **INSURANCE**

In the basic insurance package for the Carriage park homeowners Association, the policy insures the Association for liability for bodily injury and property damage relating to acts which might occur on common property. Each owner, however, shall be responsible for obtaining his/her own insurance for liability arising within his/her owner unit, as well as protection of the personal property within the unit. Insurance contracts are to be read for complete details and to be used for the purpose of decision making. This document is to provide general information of insurance held by the Association and is not intended to be a legal document.



The following is a brief description of some of the insurance items:

a. **General Liability:** The General Liability package for the Association carries protection for personal injury resulting from the common elements. For example, if someone is hurt bodily while walking on the common element property, most injuries would be covered under this protection.

b. **Property Damage:** Damage to a building as a result of fire or wind would generally be covered by Association insurance. Items owned by a tenant that were damaged by fire or wind, however, are expressly NOT covered by Association insurance. Items inside the unit that were installed at the time the unit was originally built, such as cabinets, carpeting and trim, are generally covered. However, items that have been added or installed since the units were originally built, are expressly NOT covered by Association insurance protection. Everyday wear and tear is NOT covered.

c. **Directors and Officers Liability:** The Association maintains a liability insurance policy for its officers, directors and board members. This coverage protects these volunteers against any negligent acts on their part while conducting the affairs of the Association.

d. **Personal Property Coverage:** The Association's policy does not cover damage to or loss of personal property: owners must, therefore, be responsible for maintaining their own protection to compensate for any personal loss or damage.

e. **Deductible:** The Association's insurance policy has a deductible provision. If an owner, his family or guests: and owner's tenant, their family or guests has a claim, the deductible will be required from the owner, unless the Board of directors expressly approves payment of the deductible by the Association. If an increase in the Association's insurance premium or deductible is caused by the negligence of an owner, his family or guest, the owner will be responsible for such increase in insurance and /or deductible.

f. **Claims:** If an owner wishes to make a claim on the insurance policy, or to report damage, the owner must contact management, who will advise the owner of the next steps to be taken by the owner. Do NOT have items repaired before contacting management. Do NOT contact the Association's Insurance Agent prior to getting directions from Management on how to proceed with your claim.

#### **FINES AND ENFORCEMENT**

Enforcement procedures under these Rules and Regulations may be exercised independently of any enforcement action taken by local or other government authorities.

If the Association incurs any expense in the enforcement of the covenants or rules, the violating party will be liable for costs, witness fees (experts and otherwise), and reasonable attorney's fees.

In compliance with the SB-100 policy and procedure, complaints of the covenants or rules violation **SHALL** be made in writing and sent to the management company. The following information is required when reporting a violation:

1. Name or identity of the individual(s) committing the infraction (if possible).
2. The address of the individual(s) committing the infraction
3. The covenant or rule violated

4. The date and time and place of infraction

5. Name, address and phone number of the person making the complaint

The infraction will be handled in the following manner:

First Violation:	Warning letter with 15 days to correct
Second Violation (of the same Covenant or rule)	\$50.00 Fine
Third Violation (of the same Covenant or rule)	\$75.00 Fine
Fourth and Subsequent violation	\$100.00 fine

There will be an immediate fine of \$50.00 for a pet being off leash and for not picking up the pet waste.

Fourth and subsequent Violations may be turned over to the Association's attorney to take appropriate legal action. If an owner commits the same violation more than once within a consecutive twelve-month period, a warning letter will not be sent to such owner, instead, such owner will immediately receive the next violation notice as described above.

All fine notices give the opportunity for a hearing before the 'Board of directors. If an owner receives a violation letter and is subject to a fine, he may request a hearing (in writing) before the Board of Directors to present as to why he/she is not in violation and/or why a fine should not be imposed. The board will listen to and accept any and all evidence presented. The Board will make a determination and notify the alleged violator in writing of the final decision within 10 days after the hearing.

If an owner fails to request a hearing or fails to appear at a requested hearing, the Board will base its decision on the information available to them at that time.



