

**RIVERDALE PARK TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.  
RULES AND REGULATIONS**

ADOPTED BY THE BOARD OF DIRECTORS ON 08/13/2020

**Table of Contents**

Introduction	2
Authority for Rules Enforcement	3
General Rules and Regulations	3
Use and Occupancy	7
Architectural Review Process	8
Design Guidelines	9
Negligence	13
Nuisances	14
Trash & Trash Receptacles	14
Pool	15
Pets	16
Vehicles, Garages, Traffic Policies & Parking	17

## ***Introduction***

The following Rules and Regulations were adopted on \_\_\_\_\_ by resolution of the Board of Directors ("Board") of Riverdale Park Townhomes Homeowners Association ("the Association") at a regular meeting of the Board and pursuant to Colorado law, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riverdale Park Townhomes ("Declaration"), the Bylaws of Riverdale Park Homeowners Association ("Bylaws"), and Resolutions of the Association. These Rules and Regulations replace any previous versions of the Design Guidelines and Rules and Regulations. Any policies of the Association addressing matters other than those addressed herein shall remain in full force and effect.

The Rules and Regulations are adopted to protect the architectural integrity and harmony of the Community, preserve the value of the property and to promote a safe, peaceful and enjoyable community in which to live. In establishing and maintaining the Rules and Regulations, the Board shall make every effort to ensure that they protect the Unit Owners' ("Owners") right to the enjoyment of their Units and Common Areas that are shared by all residents.

Owners and residents are encouraged to familiarize themselves with the Declaration, Articles of Incorporation, Bylaws, Resolutions and Rules and Regulations ("Governing Documents") of the Association. The Association's Governing Documents are available on the Association website and at the office of the Association Manager. The Rules and Regulations shall apply to all Owners, family members, tenants, occupants, agents, visitors, employees and guests, and shall be enforced pursuant to the Association's Governing Documents.

These Rules and Regulations do not replace the primary Governing Documents and in case of a conflict of wording, the Articles of Incorporation, Bylaws, Declaration and all applicable laws will prevail. The Rules and Regulations may be repealed or amended from time to time as deemed necessary and adopted by the Board.

You are responsible for more than your townhome. Your investment in the common interests of the Association obligates you to an equal share of responsibility for their management. Documents you received before purchasing your Townhome informed you of those obligations. Though many of us have tremendous demands upon our time, none of us is exempt from these responsibilities or the consequences of neglecting our collective obligations. Many of those obligations, are prescribed in our Declaration, a document we are each legally bound to follow.

## ***Authority for Rules Enforcement***

Pursuant to Section 5.2.7 of the Bylaws of the Riverdale Park Townhomes Homeowners Association, Inc. and Article 7, Section 7.18 of the Declaration, the Board of Directors hereby establishes the herein Rules and Regulations to govern the use of the Townhome units, Common Areas, Limited Common Areas, and the facilities thereon, and the personal conduct of Owners, residents and visitors.

The Board reserves the right to make additional rules and regulations as may be required from time to time without the consent of the Owners or the Association. These individual rules and regulations shall be binding as all others previously adopted.

These Rules and Regulations are established for the mutual benefit of all Residents of the Riverdale Park Townhomes Community ("Community"). The Board or its authorized representative shall have the right, power and authority to enforce the provisions in a manner consistent with the purpose for which they are intended.

All rules herein are subject to enforcement up to and including fines, suspension voting rights and the right to use of any Common Area and recreational facilities, or other legal action in accordance with the Association's Covenant Enforcement Policy.

## ***General Rules and Regulations***

- A. Owners of the Unit are responsible for infractions committed by family members, tenants, licensees, invitees and visitors. To prevent serious injury or damage to property, no one may climb trees, throw rocks, or play on retaining walls or roofs, , on iron pool enclosure railings, in or around trash dumpsters or on fences surrounding them.
- B. At no time shall anyone subject to these Rules and Regulations make or permit loud noises, i.e. barking dogs or playing of musical instruments, radios, stereos, televisions, etc., in such a manner as to disturb other residents' right to quiet enjoyment of the Community .
- C. Without written permission from the Board, no advertisements, signs, notices or other lettering shall be exhibited, displayed, inscribed, painted or affixed on or to Association Common Areas or Lots except as otherwise expressly stated in these Rules and Regulations, subject to the following exceptions:
  - 1. One professionally printed "NO SOLICITORS" sign may be placed on an

exterior unit door or in a Unit window facing outward.

2. One security company sign not exceeding 4" x 6" may be placed on a stake within the rock/shrub bed, but shall be placed as close to the building as possible while still being visible.
  3. One professionally printed "FOR SALE", "FOR RENT" or realtor sign may be displayed in the interior of the unit windows only. Signs will be no larger than 24 inches by 24 inches.
  4. To protect your pets in case of fire, a pet rescue sign may be placed in the front window and/or rear patio glass door of a Unit.
  5. Political signs may be displayed in a unit window no sooner than forty-five-(45) days prior to an election and must be removed no later than seven (7) days after the election has been held. Only one political sign per political office or ballot issue that is contested in the pending election shall be allowed. Political signs may not be larger than 36" X 48" and may not be placed in or affixed to the Common Areas.
- D. The display of an American flag no larger than 30" x 48" on a Unit Owner's property, in a window of a Unit, or on a balcony adjoining the Unit shall be permitted if the flag is displayed in a manner consistent with the federal flag code. The display of a service flag no larger than 9" x 16" bearing a star denoting the service of the Owner or occupant of the Unit or a member of the Owner's or occupant's immediate family, in the active or reserve military service of the United States during a time of war or armed conflict, shall be permitted on the inside of a window or door of the Unit. Permitted flags that are not displayed in a window or on a door of a unit shall be flown on flagpoles or flag holders that have been approved by the Board prior to installation. No Board approval is required for the display of a flag in a window, or mounted to the exterior structure, of an Owner or resident's home, consistent with the Federal Flag Code P.L. 94 344, 90 stat. 810,4 U.S.C. Sections 4 to 10; and (i) the flagpole mounted to the exterior structure may not exceed five (5) feet in height; and (ii) the flag may be no larger than 2.5' x 4' in.
- E. Seasonal decorative items are permitted beginning no more than 30 days prior to the holiday and shall be removed no later than 10 days after the holiday. Under no circumstances shall nails, staples or tacks be driven into building siding and Owners are responsible for any and all damage done to the building by decorations or their attachment thereto.
- F. Garments, rugs, clothing, or other household items may not be hung or exposed from windows, fences or facades of the buildings. In addition, they may not be hung from trees or draped over bushes. All laundry items shall be kept from view except

with a retractable clothesline for a limited amount of time until the items are dried.

G. Window Air Conditioners are not allowed.

H. Repairs inside a Unit are the responsibility of the Unit Owner and not the Association. Owners are responsible for the maintenance, repair and replacement of structures, improvements and appliances located within their unit boundaries and all utilities, including plumbing, serving only the Owner's Unit. When available, the original model, style or color of replacement items may be required. Owner maintenance, repair and replacement responsibilities include but are not limited to:

1. Landscaping, irrigation, patio surfaces, furniture or other items located within the Unit's individual fenced courtyard/patio.
2. Courtyard/patio fence gate.
3. Front steps, stoop and front porch, including snow removal.
4. Exterior lights and fixtures.
5. Mailbox lock and keys.
6. Electrical switches, wiring, cables, conduits, utility boxes, utility meters serving the Unit and garage.
7. Plumbing serving Unit and garage including meter pit and individual perimeter underdrains which serve to connect the lines from the Unit to the main sewer line in the streets. All plumbing shall be maintained leak-free.
8. Water supply lines. Stainless steel mesh hoses are strongly recommended on all appliances (washing machines, ice makers, toilets, and dishwashers).
9. Hot water heaters. Hot water heaters have limited life expectancy and failure can result in significant damage. It is recommended that owners schedule routine maintenance and conform to current code, including installation of drip pans.
10. Ductwork and dryer vents serving one unit.
11. Central air conditioner and furnace. Air conditioner unit shall be maintained on a level platform.
12. Foundations, Unit and garage walls, ceilings and floors, including structural components, except for the exterior façade of the buildings and garages.
13. All trusses, rafters, or others structural components of the roof associated with the unit and garage.
14. All interior components of Unit and garage including unfinished surfaces of the walls, ceilings and floors. Appliances, fixtures, cabinets, carpet, tile, wood floors, texture on walls, paint, furniture and any other personal property.
15. All windows, window screens, window frames and courtyard/patio doors
16. Window coverings. Newspapers, sheets, blankets, aluminum roll, cardboard

etc. are not considered proper window attire and are prohibited. Window treatments must be lined or faced with white or ivory color.

17. Entry doors and hardware, storm doors and doorbell.
18. Garage doors and components.
19. Proof of repair. Owners must provide, upon request, documentation by a licensed, insured contractor of repair or replacement of any appliance or fixture that has failed, caused property damage or has been identified as in danger of causing property damage.
20. Vacant Units. During periods of time when a Unit is vacant, the Owner is responsible for proper winterization and on-site monitoring to minimize any risk of plumbing failure.
21. Pest control within the Unit.

- I. No unsightliness or waste shall be permitted on or in any part of the Community. Without limiting the generality of the foregoing, no Owner shall keep or store anything on or in any part of the Common Areas, nor shall any Owner hang, erect, affix, or place anything upon any of the Units, which would or might create an unsightly appearance.
  1. Exterior areas must be kept free of all trash, furniture that is not patio furniture, and cleaning materials such as brooms, mops and buckets.
  2. No items shall be kept on the front entry to the Unit except plants in good condition and patio furniture that will fit safely in the space.
  3. Back patios shall be kept neat and clean. Any item that presents an unsightly appearance or is a safety issue will be deemed a violation and result in a request for removal. The appropriateness of an item kept on a patio shall be determined solely by the Board.
  4. No littering, including of cigarette butts, is permitted.
- J. Bicycles/Tricycles which fit on the back patio, must be placed/parked in an upright position, fit on the cement slab or deck, be well out of the way of doorway for ease of exit and entry, and may not be leaned against trees or shrubs.
- K. No personal items shall be left outside of a Unit unattended for any length of time. Anything left on the Common Area including but not limited to, vehicles, bicycles, toys, dog leashes, hoses, etc. can be removed without notice to its Owner after one violation letter, disposed of and any expense thereof charged to the Owner. The Association shall have no liability for any loss or damage suffered by an Owner, their guests, invitees, tenants, or other residents as a result thereof.

- L. Chalk, paint, or any other drawing on the sidewalks is prohibited.
- M. No vehicles shall be ridden on Community sidewalks, grass areas, planters and/or stone areas, including bicycles, motorcycles, go-carts, big wheels, skateboards, in line skates, scooters, etc. whether humanly or mechanically powered.
- N. Bouncing any object against any building, including garages and fencing, is prohibited.
- O. For safety reasons, residents are not allowed to play on drive through streets, in or near garages, or around vehicles or dumpsters.
- P. No fireworks or firearms may be fired or discharged on or within any portion of the Community.
- Q. Only authorized maintenance personnel are allowed to be on Community roofs or retaining walls. Anyone in violation of this rules will be subject to fines and penalties as well as any and all costs, damages or other losses incurred as a result thereof and the Association will not be held liable for any injuries, costs or other damages of any nature suffered as a result thereof.
- R. Unlawful acts should be reported to the appropriate governmental authorities. Additionally, unlawful, improper, or offensive acts may be deemed an infraction of these Rules and Regulations.
- S. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept on the property except those that are required for, and in quantities commonly associated with, normal household use.
- T. The Thornton Fire Department is operating under the International Fire Code (IFC). The IFC includes a regulation that prohibits the use and operation of open flame cooking devices on combustible balconies, or within ten feet of combustible construction of a building (2015 IFC Section 308.1.4).

### ***Use and Occupancy of Units***

Each Owner is entitled to the exclusive ownership and possession of his/her Unit. Each Unit shall be used for residential purposes only, with the use of any Lot for any home occupation being incidental and secondary to the use of the Lot as a residence, and no Unit shall be occupied for living or sleeping purposes by more persons than permitted in such Unit by applicable fire code, zoning, or other regulations, rules or protocols. No

Unit shall be used at any time for any business that creates a nuisance of noise, traffic, customers, employees or any commercial activity that would jeopardize the health, safety and welfare of the Community, nor any business or activity which would be deemed illegal or out of character for the Community. The use or rental of any structure on a Lot for any transient, hotel, motel, bed and breakfast, restaurant, bar, or dog daycare is prohibited. External advertising of any kind related to a home occupation is prohibited, and no home occupation be visible externally or employ any person other than the Owner.

- A. The Owner thereof may lease or rent such Unit for private residential or living purposes under the following conditions (Section 7.4 of the Declarations);
1. Rentals of less than six months are prohibited.
  2. All leases shall be in writing.
  3. All leases shall be made subject to the terms, provisions and covenants contained in the Governing Documents. Leases shall state that failure by a lessee to comply with the terms of the governing documents or his/her lease shall be a default under the lease.
  4. Any Owner who leases his/her Unit shall, within ten (10) days after the execution of such lease, forward a copy of same to the Board or Managing Agent, including the names of all occupants, vehicle descriptions with license plate numbers and emergency contact information for tenants.
  5. Leases for less than an entire Lot are prohibited.
  6. All Owners who reside at a place other than the Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in case of emergency or for Association business.
  7. Leasing of a Unit for business purposes is prohibited.
  8. Owners shall be responsible for fines assessed against their tenants, guests and invitees for violations of the Governing Documents.
  9. Owners shall distribute copies of the Governing Documents to their tenants.

### ***Architectural Review Process***

The value of a townhome can be affected by the appearance of other townhomes nearby. Therefore, to protect our homeowners, lenders, and the City, our Declaration provides for a system of review and approval for exterior changes homeowners wish to make to their properties ("Review Process").

The importance of abiding by the Review Process goes beyond our agreement to be legally bound by it when we purchased our townhomes. It can work only if we apply it fairly and uniformly when evaluating applications by our neighbors while serving as members of the Design Review Committee and operating within the review process as



applicants. The purpose of the system is not to impose unnecessary controls and restrictions, but rather to protect the value of one of the most important investments each of us will ever make—our townhomes.

The Board is responsible for reviewing and approving Architectural requests. The Board may appoint a Design Review Committee (DRC) to review all requests and provide recommendations to the Board of Directors. All decisions of the Board are final. Any time this document refers to the DRC, and there is no active committee, it refers to the Board of Directors acting as the DRC.

Should an applicant feel that special circumstances exist that provide a compelling reason why a standard should not apply in a specific case, or if a standard does not exist, the applicant may request a variance from the Board.

### ***Design Guidelines***

These guidelines are created to supplement the Declaration. Homeowners are subject to the Architectural Approval set forth in Article 8 of the Declaration and must also adhere to the following guidelines.

The purpose of the guidelines is to assist in maintaining a harmonious Community image. The guidelines provide Homeowners with procedures and requirements involved in the design review process. The guidelines also guide the committee's review of each design review application that is submitted, which provides consistency in reviewing and processing applications submitted for proposed improvements. The committee's role is to consider the image and aesthetics of the Community and promote overall harmony when reviewing and approving application for proposed improvements.

No structures or appurtenances of any kind, including but not limited to, residences, outbuildings, accessory buildings, fences, pergola, walls, exterior lighting, air conditioning/heating equipment, windows, landscaping, or any other improvement shall be constructed, erected, relocated, removed or installed on a Lot on the exterior portion of the Townhome ("Exterior Improvements"), nor shall any alteration or change to the Exterior Improvements or to any structure or attachment to the exterior of a Townhome (including paint, awnings, patios, decks or shutters) be commenced unless complete plans and specifications shall have first been submitted to and approved in writing by the Design Review Committee ("DRC"). Any such item so installed without a written approval shall be deemed to be in violation of these Rules and Regulations. The owner is responsible for the ongoing maintenance of any Exterior Improvements. The Board

may issue violations and/or require an owner to remove any Exterior Improvement that is not properly maintained.

Owners may remodel, paint or redecorate Unit interiors without approval; provided, however, that any modification to the interior of screened porches, patios and similar portions of the Lot visible from the outside structure shall require DRC approval.

The DRC may require that applications of Owners and their plans and specifications show exterior design, height, materials, color, location of the structure or addition to the structure or proposed improvement (plotted horizontally and vertically), location and size of walls and grading plan, as well as such other materials and information as may be required by the DRC. The committee has forty-five (45) days from receipt of a complete application package, including all necessary supporting documentation and any additional information requested by the committee, to notify the Applicant in writing of approval or disapproval of the application. If the Committee fails to take any action within sixty (60) days after the Committee has received the initial plans and specifications, approval of that application shall be deemed to be denied.

DRC approval does not constitute approval of the local building or zoning department, drainage design or structural soundness.

- U. Landscaping: Due to the size of the fenced patios and their drainage requirements, no landscaping is permitted in the patios except in aboveground containers. The common area landscaping is maintained by the Association and the existing irrigations system is designed for the existing landscaping. Owners and their tenants, guests, agents, and invitees may not alter or add to the Common Area landscaping.
- V. Walls: Walls that were not part of the original construction of the Community can negatively affect the original grading and drainage and the overall aesthetic within the Community. Accordingly, homeowners and their tenants, guests, agents, and invitees shall not alter, remove or add to the walls throughout the Community, including those located within their Units' individual fenced patios.
- W. Fences: The patio fences are maintained by the Association. Homeowners and their tenants, guests, agents, and invitees shall not alter, remove or add to the fencing.
- X. Enclosed Fenced Patios: Any items place on, and visible from the exterior of, enclosed fenced patios, including but not limited to dog houses, require approval by the DRC. Any additions or other changes to the originally installed materials to include but not limited to the concrete patio, shall be approved by the DRC.

- Y. Satellite Dishes and Antennas: Satellite dishes may be installed without approval as long as the installation conforms to the guidelines below. All requests for variations shall be submitted to the Design Review Committee.
1. Homeowners may only install satellite dishes, or have them installed, on their individually owned property or exclusive-use area; satellite dishes shall not encroach on the airspace of another homeowner's Unit or limited common element or general common element.
  2. Satellite dish installations shall not materially damage the common elements, limited common elements or individual Units, result in any warranties of the Association or of other homeowners being voided. Homeowners are responsible for any damage or increased maintenance costs resulting from their satellite dishes or their installation.
  3. Penetrations of exterior, exclusive-use areas of the building by satellite dishes shall be permitted only where necessary to receive an acceptable quality signal or to prevent unreasonably increasing the cost of satellite dish installation.
  4. The following devices shall be used unless their use would prevent an acceptable quality signal or unreasonably increase the cost of satellite dish installation, maintenance or use:
    - i. Devices that permit the transmission of telecommunications signal through a glass pane without cutting or drilling a hole through the glass pane;
    - ii. Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall or;
    - iii. Existing wiring for transmitting telecommunications signals and cable services signals.
  5. In order to prevent moisture damage to buildings and residences, if penetration of the exterior exclusive-use area is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes.
  6. Cables must be hidden from view where possible. They may not be placed in the gutters.
  7. Multiple dishes may be allowed if required by the service provider.
  8. Satellite dishes that are no longer in use and are inoperable must be removed by owner.
- Z. Exterior of the Unit: The exterior of the Unit to include but not limited to the roofs, siding, stone, color, windows and window frames are architectural components of

the neighborhood that create a unifying element. Accordingly, no homeowner may alter or change the originally installed materials, location or color without the written consent of the DRC. No prior approval is necessary to repaint the exterior of an existing home using the most recent approved color scheme or to rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures. Generally, no approval is required for work done to the interior of a home; however, modification to the interior of patios and any other portions of a structure visible from outside of the structure do require prior written approval from the DRC.

- AA. Building / Roof / Fence Penetration: Due to the fact that the Association maintains the roof shingles and exterior facade of the building and fences, such as siding, stone, the following guidelines exist:
1. The facade on the buildings and fences re non-structural, therefore, they should not be used to hold substantial weight. Substantial weight bearing items are considered items that are ten (10) lbs. or more. If a homeowner has substantial weight bearing items on the exterior facade of the building or fence, then that homeowner is responsible for any damages caused by the substantial weight bearing item to include any water intrusion.
  2. Any damages or increased maintenance costs caused by the homeowner penetrating the surface of the roof or exterior facade of the building or fence shall be the homeowner's responsibility.
  3. Free standing items or non-penetrating fixtures are recommended. The material also shall be non-offensive in nature, well maintained and kept clean.
- BB. Window Replacement: Appearance from the exterior of the building must remain the same as originally installed. Accordingly, no homeowner may alter the originally installed materials, location or color without the written consent of the DRC.
- CC. Gates: Two gate options are noted in Exhibit A. Color of gate must be painted to match house trim or be black.
- DD. Screen / Storm Doors: Approved styles are attached in Exhibit B. Must match trim color, entry door color or be black, white or almond. Wood doors are prohibited.
- EE. Air Conditioning: No air conditioning equipment shall be placed, allowed, or maintained anywhere on a Lot other that those contained totally within the patio fence, Window air conditioners are prohibited in the Community.
- FF. Awnings or Exterior Shades: An awning is a roof like shelter extending above a

window, door, or patio and is commonly made of canvas or a similar durable material. Exterior shades look and feel like interior shades but are used on patios to shade in peak sun times of day. Awnings or exterior shades are permitted on homes for environmental purposes. However, DRC approval is required prior to the installation, and all awnings and exterior shades must be: (i) Professionally installed, (ii) of Color(s) that complement(s) the home, (iii) Of a height not exceeding 10 feet above a patio or deck (iv) Retractable and (v) Kept in good repair and condition.

GG. Window Well Covers: For window wells visible to the public, only window well covers that lay flat (not bubbled) on top of the window well may be installed without DRC approval. For all other window wells (not visible to the public) any window well cover is permitted without DRC approval.

After approval of any proposed improvement, the improvement shall be completed within twelve (12) months after the approval is received, or as otherwise stated in the written approval from the DRC. If the improvement is not completed within the specified time frame, the approval will lapse and a new application must be submitted. Upon completion of the improvement, the Applicant shall give written notice of completion to the DRC. The DRC has the right to inspect the improvement prior to, or after completion; however, the DRC shall be deemed to have waived its right of inspection if it does not inspect the improvement within thirty (30) days after notice of completion is given. Upon inspection, the DRC may issue a notice of noncompliance if there are any items that do not comply with the approved application. The notice shall specify the action the Applicant must take to remedy the noncompliance. The Applicant has forty-five (45) days to remedy the noncompliance or the DRC and/or Association may take any and all actions authorized under the Declaration to ensure that such improvement is brought into compliance.

### ***Negligence***

In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his or her family or tenant or Visitor(s), the cost of such maintenance or repairs shall be assessed to the Owner's account and become due and payable upon receipt of said invoice. In the event the Board of Directors files a claim with the Association's insurance as a result of damages caused by an Owner, Owner's Guests and/or Tenants, the Owner shall be responsible for paying the Association's master insurance deductible and such cost shall be assessed to the Owner's account. Such charges are subject to the Association's Collection Policy.

## ***Nuisances***

- A. No noxious or offensive activity shall occur anywhere within the Community, which is, or may become an annoyance or nuisance or cause embarrassment, disturbance, or annoyance to others. No activity shall be conducted within any part of the Community, and no improvements shall be made or constructed thereon, which are or might be unsafe or hazardous to any person or property.
- B. Residents and their guests shall not allow loud or constant noise that disturbs or disrupts neighbors; this includes but is not limited to slamming doors, pounding, fighting, radios, TV's, musical instruments, amplifiers, excessive pet noise or any other devices to disturb neighbors. In the case of domestic disputes (such as screaming) that disrupts neighbors or loud parties, residents should call the police for assistance.
- C. No odor shall be emitted on any part of the Community of which is noxious or offensive to others.

## ***Trash and Trash Receptacles***

- A. Except as provided below, no rubbish or debris of any kind shall be placed or permitted to accumulate upon any part of the Riverdale Park Townhomes. Additionally, no garbage odors shall be permitted to arise that render the property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants.
- B. All refuse must be put INTO the dumpsters. No large or hazmat items, to include remodeling debris, mattresses, rugs, furniture, appliances, paint, solvents or gas, are to be put in or placed at the dumpsters or enclosures. Residents are responsible for removal of these items at their own expense. The following may result in additional charges to the Association:
  - 1. Trash left outside of the dumpster, either bagged or loose.
  - 2. Large items such as furniture or construction materials
  - 3. State law prohibits the disposing of electronic items in general trash, in the event a resident leaves these items at the dumpster, they will be billed the additional removal fees paid by the Association. These charges will be assessed to the unit owner's account and will be subject to the Association's collection policy. This is in addition to fees or penalties assessed in

accordance with the Association's Covenant Enforcement Policy.

- C. All rubbish, trash, garbage and other refuse must be kept inside the unit until it is placed in a trash receptacle for disposal.
- D. No trash containers shall be allowed on patios or doorsteps.

### ***Pool***

- A. The pool facilities are for the use of Owners, their families, and guests. An Owner must be in good standing to use the pool facilities. An Owner in good standing is one whose rights have not been suspended for (1) non-payment of monies owed the Association including, but not limited to, Association dues and fines and other charges assessed by the Association, or (2) infractions of the Association's restrictive covenants or of these Rules and Regulations.
  - 1. An Owner delegates his or her right of enjoyment of the Facilities to his tenant residing in the Unit, after which time such Owner may use the facilities only as a Visitor of a Resident in good standing.
  - 2. A Resident in good standing may extend guest privileges to a maximum of two (2) visitors per Unit for any one day and shall accompany such Visitor(s) at all times.
- B. Pool rules;
  - 1. Pool hours will be posted at the pool and subject to change by the Board of Directors.
  - 2. A lifeguard is NOT on duty. All persons swim at their own risk.
  - 3. Swimmers are responsible for their own safety and the safety of their family members and guests. PERSONS WHO CANNOT SWIM WITHOUT A FLOTATION DEVICE MUST BE WITHIN ARMS-REACH OF A GUARDIAN WHILE IN THE POOL AND POOL AREA.
  - 4. Only swimwear is allowed in the pools - no cutoffs, etc. Persons who are either not toilet trained or incontinent must wear waterproof, absorbent, leak-proof undergarments or "swim diapers" at all times while in the pool area and in the swimming pool.
  - 5. Pool gates must always be kept locked and MAY NOT be propped open.
  - 6. No running, jumping, pushing, spitting, undue splashing, yelling, obscene language or rough play is permitted in the pool area.
  - 7. Persons using audio equipment, e.g. radios are required to wear headphones. No sound may be broadcast except through headphones.

8. Pool furniture may not be used for any other purpose than to sit or lay on and may not be placed in the pool.
9. No skateboards, scooters, bicycles or the like are permitted in the pool areas.
10. No smoking is allowed in the pool area at any time.
11. No drinking of alcoholic beverages is allowed in the pool areas.
12. No glass containers are permitted in the pool areas.
13. No pets are allowed in the pool or pool areas except for service animals.
14. The Association is not liable for items left in the pool areas.

## ***Pets***

These rules are not included to replace any laws or regulations governing pets as published by the City of Thornton and/or the State of Colorado and such laws and regulations shall be observed and adhered to by this Association. Any such laws or regulations which are more restrictive than the provisions hereof or of the Declaration shall apply to the Community notwithstanding any provision of the Declaration or hereof to the contrary.

- A. No animal, other than common household pets, shall be kept or maintained in any Unit. Common household pets shall not be kept, maintained or bred for commercial purposes in any Unit. Common household pets are limited to dogs, cats, birds, hamsters, fish, rabbits, and the like. In the event of a dispute about a co-owner's right to maintain a household pet, the Board shall be the absolute and final judge of this right; and allegations that a creature is domesticated shall not govern the Board's determination of whether the creature is one of those commonly and ordinarily considered a household pet.
- B. No more than a) 2 domesticated cats or b) 1 domesticated cat and 1 domesticated dog will be permitted on any one Lot.
- C. It is the responsibility of the homeowner for the care and feeding of their pets as well as their behavior. Homeowners and residents shall not allow dogs to bark frequently or continually, as this is considered a disturbance to other owners in the Community.
- D. All pets must be kept clean, quiet and controlled. When in common areas, all dogs, cats, and other pets shall be kept on a leash, held by an individual capable of controlling the animal, at all times. Unleashed or unaccompanied animals may be confined and turned over to the appropriate shelter.
- E. All pets, when on any Common Areas or outside of any fully enclosed structure on



any Lot, shall be controlled on a leash. No pet shall, at any time, be allowed to run free on the common areas, and they shall be kept away from all shrubs and trees.

- F. Each pet owner when accompanied by their pet in a Common Area, a Limited Common Area, or if the pet is unaccompanied in a patio area, shall pick up their pet's excrement immediately, each and every time, and dispose it by bagging the waste and putting it into a trash receptacle with a lid or in a dumpster.
- G. Should a pet owner fail to dispose of animal waste immediately, the Board may call upon an independent contractor to do so. The contractor will notify the Management Company of labor necessary to clean up animal waste so that the offending Owners can be charged for this labor cost.
- H. No pet shall be left unattended (loose, tied or otherwise attached outside of any residence, garage, or common Area). Pets may not be left unattended on any patios.
- I. All pets are required to be registered and inoculated as required by law.
- J. Pets of guests shall be the responsibility of the resident/Owner whose unit they are visiting. Fines will be levied against the Owner for any infractions of these rules.
- K. Pet owners and/or related Unit Owner will be held responsible and liable for any property damage, injury or disturbance, caused by pets. Any Unit Owner or whose Tenant or Visitor keeps or maintains any pet upon any portion of the Unit shall be deemed to have indemnified and agreed to hold the Association, and each of its members, free and harmless from any loss, claim, or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Unit or while the pet is on Community property.
- L. In addition to fines assessed for failing to comply with these Rules and Regulations, the Board shall have the right to order any person whose pet has three violations within 12 months, is a nuisance, or attacks a resident to remove such pet from the Community.

### ***Vehicles, Garages, Traffic Policies and Parking***

#### **A. Definitions**

1. Abandoned or disabled vehicle: Inoperable, unused, unregistered or abandoned vehicles. Any vehicle which has not been driven under its own propulsion for a period of three weeks or longer. An exception from this three-week period, for the purpose of keeping a vehicle within the Community

during an extended vacation or an illness, may be applied for by an Owner by sending a written request to the Association.

2. Campers: An item of mounted equipment, weighing more than 500 pounds, which when temporarily mounted on a motor vehicle adopts such vehicle for use as temporary living or sleeping quarters.
3. Commercial Vehicles: Any vehicle with commercial lettering, trucks over 3/4 ton, or vehicles with ladder racks.
4. Emergency Service Provider: A primary provider of emergency firefighting, law enforcement, ambulance, emergency medical or other emergency services. Providers of water, electricity, gas, phone and communication services are specifically excluded from the definition of Emergency Service Provider.
5. Fire Lanes: Fire Lanes in the neighborhood include the alleys servicing the garages and any other marked fire lane.
6. Recreational Vehicle: Any motorized or non-motorized vehicles whose primary purpose is for recreation, specifically including but not limited to jet skis, boats or watercraft, water bikes, all-terrain vehicles, dirt bikes, motor bikes, campers, motor coaches, trailers, vehicles containing cooling and/or bathroom facilities, and golf carts.

B. Commercial Vehicle Parking: Commercial vehicles may not be parked on the property except when the vehicle owner is actively engaged in providing their service to the Association or an Owner or Resident. No commercial vehicles may be parked on the property over night at any time.

1. Emergency Vehicle Parking Exception: The following is the only exception to this rule: Residents may park a commercial vehicle on the property if ALL of the following conditions are met:
  - i. The vehicle is required by an Owner's employer to be parked at the Owner's residence as a condition of the Owner's employment; and
  - ii. The vehicle has a gross weight of ten thousand pounds or less; and
  - iii. The vehicle is used by an Owner who is a member of a volunteer fire department or employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services, and
  - iv. The vehicle bears an official emblem or other visible designation of the Emergency Service Provider, and
  - v. 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 Community.

- vi. If requested by the Association, an Owner shall provide proof, in a means acceptable to the Board of Directors, of qualification of a vehicle under the above definition.
  
- C. Limited Common Element Garages: Garages are for parking of one vehicle. Garage doors shall be kept closed except for ingress and egress. The conversion or alteration of garages for other uses such as living areas, storage areas or workshop areas that hinder or prevent the parking of the number of vehicles for which the garage was originally designed is prohibited. All garages are subject to inspection by the Association with 48-hour advance notice. The exclusive right to use individual garages is conveyed with title to the associated Lot.
  
- D. Recreational and Commercial Vehicle Parking - No recreational or commercial vehicles, as defined above, shall be parked on the streets or anywhere else within the Community. Such vehicles shall be parked, stored or otherwise kept in an enclosed garage or in a storage facility outside of the Community. Recreational and Commercial vehicles may be parked in the Community for up to 12 hours for the purpose of loading and unloading only. This Parking Policy shall not prevent commercial or construction vehicles from parking on streets while providing services to the Association, Owners or residents.
  
- E. Abandoned and Disabled Vehicle Parking: No abandoned or disabled vehicles shall be stored, parked or otherwise kept in any part of the Community, including on streets, except in an enclosed garage. A vehicle whose registration has expired, and the re-registration of which has not been accomplished during the 30 day "grace period" as defined by Colorado law, shall be deemed to be unregistered. The Association shall have the right to exercise any and all rights or remedies provided in the Declaration with respect to such vehicles.
  
- F. Fire Lanes and Snow Removal Dumping Areas: Parking in designated fire lanes, or stopping in fire lanes, is prohibited by City Code. Violators may be ticketed by city police for fire lane violations, which are reported to them by any individual. Vehicles obstructing any portion of a fire lane or driveway will be towed away without notice. The Association may also impose any fine or penalty permitted by the Declaration or these rules as a result of such violation, as well as to exercise any other right or remedy provided in the Declaration, or the adopted Parking Policy including but not limited to, towing.
  
- G. Parking is not allowed in the snow removal area located by building 12822 Jasmine Street during the months of October through April. Vehicles parking in the

designated snow removal area between the months of October through April may be towed after notice.

- H. Maintenance: No car maintenance may be performed on the Common Area or otherwise in violation of any provision of the Declaration, except emergency measures to start cars or change tires. No vehicles in disrepair or causing damage to the common areas, to include but not limited to leaking oil, may parked within the Community.
- I. General Parking Rules:
1. Only one open parking space may be used at a time by each Unit. A parking placard must be visible on the driver's side of the resident's or their guest's vehicle in order to avoid being ticketed and/or towed by the Association. Replacement placards cost \$75.00.
  2. Loud noises emitting from vehicles, such as exhaust pipes, music, horns, etc., in violation of any applicable law and/or the Declaration of the Association are not permitted.
  3. Moving vans, U-hauls, PODS, trucks, cars, motorcycles, etc., may not be parked or stored on the grass or sidewalk for any reason at any time. Each vehicle must fit within the boundaries of the striped parking areas and may occupy only one parking space. A block of wood of an adequate size must be placed under each motorcycle's kickstand in order to prevent holes in the asphalt. Motorcycles must be parked in designated parking spaces.
  4. Trucks must fit within the boundaries of the striped parking area. No bus/van type vehicles other than the standard passenger van, no trailers, mobile homes, boats or watercraft, boat or watercraft trailers, or any similar water crafts, and no detached camper units shall be kept, stored, parked or maintained anywhere on Association property, except entirely enclosed within a garage.
  5. Each Unit shall have the right of ingress and egress in and upon its appurtenant parking space(s). In no case shall parking partially or totally block any designated parking space or impede or prevent ready access to any entrance of a building or garage.
  6. Speed limit signs, stop signs, yield signs, and no parking signs may be erected at the Board's discretion with authorization of the appropriate governmental authority. Street sign violations are not permitted.
  7. Speed limits throughout the Community are 10 m.p.h.
- J. Vehicle Towing by the Association: The Association is authorized to tow, or cause to be towed, any vehicles, which, pursuant to these rules, are improperly parked within

the Community. A written Notice of Intent to Tow shall be personally delivered to the Unit Owner/Tenant or vehicle owner, if known, or, if unknown, a written Notice of Intent to Tow shall be posted on subject vehicle. If the vehicle in violation of this Policy is not removed within seventy-two (72) hours after the Notice of Intent to Tow is personally delivered or posted on the vehicle, the Association shall be entitled to tow the subject vehicle and the Unit Owner/Tenant and Vehicle Owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage. Only one ticket will be given for a parking violation per six-month period. If the parking rule is violated a second time within twelve months, the vehicle may be towed without further notice. Vehicle/Unit owners are responsible for all towing costs. In addition, the unit owner may be subject to fines or penalties in accordance with the Association's Covenant Enforcement Policy.

Notwithstanding the above, if a vehicle is parked in a fire lane or so as to otherwise block emergency access, including vehicles parked along curbs within the complex, the Association may have the vehicle towed immediately and the Unit Owner/Tenant and Vehicle Owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in such towing and/or storage.

Pursuant to applicable laws, no vehicle shall be parked in a space designated for handicapped parking by any sign or pavement marking using the term "handicapped," displaying a wheelchair symbol, or otherwise reasonably indicating designation for handicapped parking, unless the vehicle displays a placard or license plate issued by the Colorado Department of Revenue pursuant to Section 42-4-1208, C.R.S. The Association may cause to have towed any vehicle in violation and that is not removed within forty-eight (48) hours after the Notice of Intent to Tow is personally delivered or posted on the vehicle, and the Unit Owner/Tenant and Vehicle Owner (if different) shall be jointly and severally liable for all expenses, costs and fees incurred in related towing and/or storage.