

French Creek Townhome Association, Inc.
Rules and Regulations
Amended: July 13, 2021

Introduction

These Rules and Regulations have been adopted by the French Creek Townhome Association Board of Directors in accordance with the Association's Declarations and Bylaws to protect the architectural integrity and harmony of the community, to preserve the value of the property, and to promote a safe, peaceful, and enjoyable community in which to live. These Rules and Regulations do not replace the primary Governing Documents (defined below), and in case of conflict or wording, the Declarations and Bylaws will prevail. Capitalized terms used, but not otherwise defined, in these Rules and Regulations shall have those meanings assigned in the Governing Documents.

The Rules and Regulations may be repealed or amended from time to time as deemed necessary by a resolution of the Board. In establishing and maintaining the Rules and Regulations, the Board shall make every effort to ensure they do not affect Unit Owners' right to the enjoyment or reasonable and unrestricted use of their property or privileges of ownership.

The Rules and Regulations shall apply to all Unit Owners ("Owners"), their residents, family members, tenants, occupants, agents, visitors, employees, and guests; and shall be enforced by the Board as provided in the Association's Covenants, Bylaws and Enforcement Procedure. Unit Owners are encouraged to familiarize themselves with the Association's Declaration of Covenants, Conditions and Restrictions ("Declarations"), Articles of Incorporation, Bylaws and these Rules and Regulations (together, the Association's "Governing Documents").

Section 1.00
General Rules

- 1.01 Unit Owners are responsible for ensuring that their residents, family members, tenants, occupants, agents, visitors, employees, guests, and pets are in full compliance with the provisions of the Governing Document and these Rules and Regulations.
- 1.02 No use shall be made of the Common Area which will in any manner violate the statutes, rules, or regulations of any governmental authority having jurisdiction over the Common Area.
- 1.03 No part of the Common Area may be altered, added, or taken away without prior written approval of the Association.

- 1.04 No structure whatsoever may be placed upon the Common Area.
- 1.05 No personal items (i.e. bicycles, toys, trash containers, etc.) may be kept or stored in the Common Area. The Association maintains the right to dispose of any items left in the Common Area and bill the associated expenses to the owner.
- 1.06 Any damages to the Common Area caused by an Owner, their residents, family members, tenants, occupants, agents, visitors, employees, guests, or pets will be the responsibility of the Owner.
- 1.07 No Owner shall make or permit any unreasonable noise, light or odor that will disturb or annoy other residents or permit anything to be done which will interfere with the right, comfort, and convenience of other residents.

Section 2.00 Pets

- 2.01 No animals, livestock, poultry, or insects, of any kind, shall be raised, bred, kept, or boarded in the community.
- 2.02 Owners of each Lot may keep a reasonable number of dogs, cats, fish, or other domestic animals, so long as such pet(s) are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to any resident(s) of the community.
- 2.03 Pets shall be kept in accordance with the City of Aurora regulations and ordinances. Wild or dangerous animals and vicious dogs are prohibited.
- 2.04 All pets shall be leashed and under the control of their owner whenever they are outside of the Unit and shall not be allowed to run free at any time or otherwise interfere with the rights, comfort, or convenience of other residents.
- 2.05 Pets may not be tethered or left unattended on any patio, balcony, or other part of the Common Area.
- 2.06 Nuisance barking is prohibited.
- 2.07 Pet excrement shall be picked up immediately. Pet owners must carry and use a sack or appropriate container and dispose of the contents in a sanitary manner.
- 2.08 Pets should not be allowed to relieve themselves within six (6) feet of any entryway or patio area.

2.09 Balconies and patios must be kept free of pet excrement and odors. Litter boxes and pet shelters are not allowed on the balconies or patios.

2.10 Owners are responsible to pay for any damage caused by their pet(s).

Section 3.00 Owner Maintenance Responsibilities

3.01 All Lots and Limited Common Elements shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed on any Lot.

3.02 Owners are responsible for the maintenance, repair and replacement of the properties located within their Unit boundaries.

3.03 Owners are responsible for maintaining, in good repair, the following structures that are part of their Unit and the Limited Common Elements that are associated with their Unit. These include but are not limited to:

- a. patios, decks, porches, and balconies
- b. arterial sidewalks, concrete and wood steps leading to the townhome
- c. doors of the townhome, including storm, screen and sliding doors
- d. windows, frames, window wells, window coverings and window screens
- e. garages, garage door openers, garage doors and frames
- f. skylights and chimneys
- g. exterior light fixtures, except those mounted on the side of the building to illuminate Common Area walkways
- h. fencing that encloses the rear patios and is located between Lots
- i. all utilities, wires, and lines, including furnaces, heating, air conditioning, plumbing, lighting, telephone, electrical, television and communications, hot water equipment and appurtenances located in the Lot
- j. water and sewer lines/pipes located on the Lot, including water spigots
- k. all other items outlined in the Association's Declaration and the Maintenance, Repair and Insurance Responsibility chart dated 8/19/2015.

3.04 All exterior Limited Commons Elements must be maintained such that the appearance is uniform throughout the community, and it is in compliance with the provisions of the Governing Documents. Any exterior replacement materials or fixtures must be of the original style, color, and quality; or as approved in writing by the Board.

- 3.05 Except for emergency maintenance required to prevent property damage or to restore utilities, construction or repair work shall be limited to the hours between 8:00 a.m. and 7:00 p.m. on weekdays and between 9:00 a.m. and 6:00 p.m. on weekends.

Section 4.00 Parking/Motor Vehicles

- 4.01 Visitor parking areas are designated by "Visitor Parking" signs and may not be used by Owners or Unit residents at any time. Vehicles in violation will be ticketed and towed at the vehicle owner's expense.

Except for the Unit garages, every parking space on French Creek property is for visitor parking ONLY. **If an Owner or Unit resident is going to have a guest visiting and using visitor parking for longer than 72 hours within any 7-day period, the Owner or tenant is responsible for contacting French Creek's management company and providing the following information in advance of the guest's visit:**

- Building and unit number where guest is visiting;
- Beginning date and end date of the guest's visit; and
- Make, model, color, and license plate of the guest's vehicle

For purposes of these parking rules, a "guest" or "visitor" is someone who is at the property for a social activity or visit, and not someone who resides at the property on a temporary or part-time basis. Guests or visitors who regularly park in Visitor Parking three or more days per week are not considered a guest or visitor and may not use Visitor Parking.

- 4.02 No parking is allowed in front of fire hydrants, in fire lanes or on any landscaped area. Vehicles in violation of this rule will be immediately towed at the vehicle owner's expense.
- 4.03 Any vehicle of any type parked on French Creek property that has no license plate, has expired license plates, or is otherwise improperly or unlawfully licensed is subject to immediate tow, without notice. This section does not apply to vehicles parked wholly within an Owner's garage.
- 4.04 No trailers, boats, campers, recreational vehicles, or trucks larger than $\frac{3}{4}$ ton maybe parked or stored in the community unless it is done wholly within the enclosed garage, except that any such vehicle may be temporarily parked in the Common Area for loading, delivery, or emergency.

- 4.05 No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked within the community. An abandoned or inoperable vehicle is defined as a vehicle that has not been driven for a period of two (2) weeks. If an abandoned or inoperable vehicle has not moved within seventy-two (72) hours after a notice is placed on the violating vehicle, it may be towed at the vehicle owner's expense.
- 4.06 No car maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind may be conducted outside the garages.
- 4.07 Rotation of vehicles from Visitor Parking spaces to resident garages for the purpose of circumventing these rules shall not exempt an Owner or resident or their vehicles from the provisions of these Rules.
- 4.08 The Association may contract with a towing company or other third-party to monitor parking in the French Creek community in accordance with these parking rules and regulations. Such contract may specify that the towing company or third-party is the agent of the Association for the purpose of authorizing the tow of any vehicle violating these rules.
- 4.09 Other covenant enforcement, including suspension of privileges and fines, may apply to owners responsible for vehicles that violate these rules and regulations.
- 4.10 The Association has no liability for the operation or existence of any vehicle, licensed or unlicensed, at any location within the French Creek community. If a vehicle is towed in accordance with these rules, neither the Association nor any officer, manager or other agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing. The Association's right to tow is in addition to, and not in limitation of, all other rights of the Association, including the right to assess fines.
- 4.11 Owners shall keep their garage doors closed as frequently as possible such that the visual effect of open garage doors are avoided and the contents are concealed from view.

Section 5.0 Leasing

- 5.01 All leases must be in writing and provide that the terms of the lease and lessee's occupancy of the Lot shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association, and that any failure by the lessee to comply shall be a default under the lease.

- 5.02 No lease may be for less than thirty (30) days. A copy of the lease must be provided to the management company prior to occupancy.
- 5.03 The Owner of the property is responsible for providing the tenants a copy of the Association's Rules and Regulations.

Section 6.0 Trash Removal

- 6.01 Trash containers must be stored inside the Units until **5:00 PM** the night before trash pickup and shall be returned inside by evening on the day of trash pickup.
- 6.02 All trash must be kept in containers.
- 6.03 The removal of bulky items such as mattresses, furniture, appliances, or construction materials is the responsibility of the homeowner. Residents must make prior arrangements with the Association's waste company before putting large items out for pick up. Bulky items may not be placed outside earlier than the day before the arranged pick up. Any additional expense incurred by the Association for the removal of such items and any associated fine will be assessed to the Owner.

Section 7.0 Barbeque Grills

- 7.01 Charcoal Grills. Cooking using a charcoal grill is not allowed anywhere on French Creek property.
- 7.02 Propane Gas Grills. Cooking using a propane gas grill is not allowed on any second story balcony. Propane gas (also known as liquefied petroleum gas or "LP-Gas") cylinders used anywhere within French Creek, including gas cylinders used with any gas grill, must be 2.5 pounds (nominal 1 pound/0.454 kg LP-gas capacity) or smaller. Gas grills using 2.5 pound or smaller propane or LP- Gas cylinders may be used within the confines of ground-level patios. Propane or LP-Gas cylinders larger than 2.5 pounds (nominal 1 pound/0.454 kg LP-gas capacity) may not be located or stored anywhere on French Creek property.
- 7.03 Grills Attached to Natural Gas Lines. If on the exterior of his or her property a homeowner elects to connect a barbeque grill to a natural gas line, the grill must be a type designed for such a connection, approval through the Architectural Committee must be obtained before the installation may commence, and any such installation must be completed by a professional, licensed contractor.

Section 8.0
Exterior Modifications/Architectural Control Committee

- 8.01 Any exterior improvement that an Owner desires to make to their Lot must be approved by the Architectural Control Committee or the Board of Directors.
- 8.02 Exterior improvements include, but are not limited to:
- a. construction, installation, remodeling, expansion, demolition, or destruction on the outside of the unit or other structure
 - b. changing the grade, ground level or drainage pattern
 - c. landscaping, planting, clearing, or removing trees, shrubs, grass, or plants
 - d. construction, removal, or in any way changing fences, walls, patios, decks, balconies, planters, etc.
 - e. replacement of garage door, entry door, security/screen door or windows
- 8.03 Owners are required to submit a description of any proposed improvement prior to starting the improvement. All surveys, plot plans, drainage plans, elevation drawings, construction plans and specifications, and samples of materials and colors showing the nature, kind, shape, height, width, location, and other essential features on the proposed improvement to the property must be included in the description.
- 8.04 The Association has forty-five (45) days after the submission of the request to approve or deny the request. The owner will be notified in writing of the decision.
- 8.05 Once approved, the proposed improvement must be started and completed as promptly as possible. The Board shall have the right to inspect any improvement within thirty (30) days after notice of completion is received and during various times of construction.
- 8.06 Satellite/ Antenna Installation. The guidelines for the installation of a satellite dish, TV antenna or wireless cable antenna are attached to these Rules and Regulations. Owners are required to submit the "Antenna Installation Notification Form" and install the satellite dish or antenna in accordance with the attached guidelines. Prior approval from the Board of Directors or the Architectural Control Committee is not required unless and Owner is requesting permission to install the device in a manner or location not authorized by the guidelines.

Section 9.00
Enforcement

9.01 The French Creek Townhome Association, Inc. Resolution Regarding Covenant Enforcement, establishes a system of steps and penalties to ensure each owner receives due process before any fine or other penalty is imposed, and to encourage voluntary compliance with the Declaration, Bylaws and Rules and Regulations of the Association. If the violator is not a Unit Owner, the Owner will be provided with all correspondence pertaining to the violation and any ensuing penalties and hearing. The Unit Owner is ultimately responsible for all fines in addition to any expenses incurred by the Association in the repair or removal of a violation. Unpaid fines shall result in a lien against the Unit and any other collection action the Board may deem necessary, including the reimbursement of legal expenses.

9.02 Fine schedule:

- a. 1st Offense - \$50.00
- b. 2nd Offense - \$75.00
- c. 3rd and Subsequent Offense - \$100.00