

GARDEN PARK HOMEOWNER'S ASSOCIATION

Rules and Regulations

These are the Rules and Regulations governing Garden Park Homeowner's Association. They apply to all residents of Garden Park Condominiums, owners, and non-owners alike. They are enforceable under the Declaration for Garden Park Homeowner's Association (the "Declaration") and the Bylaws of the Garden Park Homeowner's Association, Inc. (the "Bylaws").

The purpose of these Rules and Regulations is to ultimately provide all residents maximum enjoyment in living at Garden Park.

Garden Park is not an apartment complex where we pay the rent, and someone does all the work for us. It is an Association of individuals and a community of residents with a common interest. That common interest is to maintain the highest quality of life for all residents.

Remember: To have a good neighbor, you must first be a good neighbor.

COMMUNITY RULES AND REGULATIONS

INTRODUCTION It benefits all homeowners in the Garden Park community to establish Rules and Regulations to promote the common good and enjoyment of the Owners' investment; to protect property values; and to maintain a safe and pleasant living environment. Protecting the value of each home requires proper management, maintenance, and use of each Unit and the common elements.

EFFECTIVE DATE These Rules and Regulations supersede any and all previously published rules and regulations. These Rules are effective June 30, 2016.

AUTHORITY The Board of Directors of Garden Park Homeowner's Association, Inc., a Colorado nonprofit corporation (the "Association"), and acting pursuant to the powers granted to it by the Colorado Common Interest Ownership Act ("CCIOA") the Declaration and the Bylaws and in order to enforce the provisions of the Declaration has enacted the following Rules and Regulations. All Articles, Sections, and Subsection references are to the Declaration. Unless otherwise indicated, capitalized terms used in these Rules and Regulations shall have the meanings set forth in the Declaration. Definitions contained within each Rule may be applicable to other Rules and Regulations.

1.0 MAINTENANCE, REPAIRS AND REPLACEMENT. RESPONSIBILITIES OF OWNERS AND THE ASSOCIATION. INSURANCE OBLIGATIONS OF OWNERS AND THE ASSOCIATION.

1.1 Except as provided below, the respective responsibilities of the Owner and Association relating to maintenance, repair, replacement and insurance of various community and Unit features are found in the maintenance matrix. The Association hereby incorporates such maintenance and insurance responsibilities listed in the maintenance matrix as is fully set forth herein.

1.2 Individual homeowners (or their insurance) are responsible for damage to their own, other units, or common areas caused by breaking or leaking water heaters and washing machines, or by any act or negligence on their part. The amount of such loss or damage may be collected by the Association from

such unit owner as a special assessment against such unit owner and such amount shall be secured by a lien on the unit of such unit owner. The individual homeowner is responsible for their windows, doors, interior perimeter walls, floors and ceilings, but not including the structural components.

1.3 The Association is responsible for maintenance and repair of the structural components including foundations, structural walls and roofs. As per the Declarations, the Association is not responsible for any failure of water supply or other service obtained and paid for by the Association or for any injury or damage to person or Property caused by the elements or by another Owner or person in the project resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the Building or from any of its pipes, drains conduit,s appliances or equipment unless caused by gross negligence of the Association or its agents .

1.4 The Common Areas are for the use and enjoyment of all residents. No changes are to be made without prior approval of the Association Members. No temporary structures are permitted, including but not limited to tents, displays, bounce houses or any other movable structures. Damage to the Common Area will be assessed against the unit owner who caused the damage. Reasonable wear and tear on the lawn is expected and will not be deemed a violation. Common Areas are defined in the Declarations.

2.0 **PETS**

2.1 No animals (including but not limited to rabbits, ferrets), livestock (including but not limited to cows, pigs of any kind, horses), poultry (including but not limited to chickens or ducks/geese) , reptiles or bees of any kind shall be raised, bred, kept or boarded in the community except as provided below. Animals permitted are domesticated dogs, cats, birds, hamsters and fish. A total of two pets, dogs, or cats or other household pet weighing no more than forty (40) pounds each may be allowed per unit.

2.2 No pets shall be kept for any commercial purposes.

2.3 Pet owners shall clean up after their pet on the common areas and dispose of the waste in a suitable container. Any person walking a pet on the grounds shall have with them a device for removing and disposing of pet excrement.

2.4 Pets shall not be walked where pet urination and/or defecation may damage buildings, grass, shrubs, trees, or become an annoyance or nuisance to others. Repairs of grass, trees, shrubs, etc., caused by pets will be billed to the responsible homeowner.

2.5 Pets shall not be allowed to roam unrestrained on the common area. Dogs must be on a leash in accordance with the laws of the City of Longmont. Cats do not have to be leashed, but must have a current rabies tag showing on the cat. All unleashed, untagged, or unattended animals shall be reported to City of Longmont Animal Control Office.

2.6 Pets shall not be chained or tethered so as to allow them access to any common area. Pets shall not be left chained or tethered outdoors unattended.

2.7 Any resident keeping an animal inside a private patio area shall be responsible for maintaining that area in a sanitary manner to prevent odors and excrement from offending other owners or tenants. Residents shall not allow pets inside private patios areas to bark or create a nuisance to others.

2.8 No resident shall own or keep any vicious animal within the community. A vicious animal is one that has bitten or clawed any person or in a vicious or terrorizing manner, approaches any person in an apparent attitude of attack whether or not the attack is consummated or is capable of being consummated.

3.0 **WILDLIFE**

The Association will abide by the Rules of the Colorado Division of Wildlife. (C.R.S. Title 33).

3.1 Wildlife includes, but not limited to, magpies, crows, starling, sparrows, pigeons, coyotes, bobcats, red foxes, raccoons, jackrabbits, badgers, marmots, prairie dogs, gophers, squirrels, porcupines, crayfish, salamanders, muskrats, beavers, turtles, deer, coyote and exotic wildlife.

3.2 Feeding of any wildlife is strictly prohibited. In Colorado, it is illegal to feed or attract foxes in areas where there is firearms limitation, such as in a city or town. This includes most urban areas of the state. Pet food should not be left outside. Bird feeders are not allowed. Birdseed attracts foxes to the birds and rodents that use the feeders.

3.3 Attempting to befriend or tame wildlife is strictly prohibited.

3.4 If any type of wildlife is seen living or making a dwelling place that would destroy common property in the community, immediately call the management company.

4.0 **PARKING/MOTOR VEHICLES**

4.1 Vehicle is defined (per C.R.S. 42-1-102) as any device which is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks.

4.2 Motor vehicle means any self-propelled vehicle which is designed primarily for travel on the public highways and which is generally and commonly used to transport persons and property over the public highways (per C.R.S. 42-1-102), but the term does not include wheelchairs or vehicles moved solely by human power.

4.3 Commercial vehicle is defined as any vehicle with any of the following characteristics or combination of characteristics: any vehicle with a Gross Vehicle Weight Rating (GVWR) of over 10,000 pounds or a Gross Combination Weight Rating (GCWR) of over 10,000 pounds, any vehicle with no passenger seats (i.e., delivery vans), vans with extended side panels, any vehicle with racks or panels designed to carry equipment, any vehicle with material or equipment protruding beyond the front, rear, top or sides of the vehicle (including any vertical extension above the limits of truck sides or van/automobile top but not including a standard truck box). A regular passenger vehicle with a logo or signage shall not be considered a commercial vehicle based on that logo or signage alone.

4.4 Oversized vehicle is defined as any vehicle unable to park in a garage with the garage door

completely shut; any vehicle which is unable to park between designated parking lines; and/or any vehicle with dual rear wheels . Oversized vehicles that do not fit in garages or a single parking space must be parked outside community property.

4.5 License and registration must be current on every vehicle in the complex. Homeowners and tenants must comply with Colorado law regarding registration of all vehicles .

4.6 No boats, campers, jet skis, recreational vehicles, trailers, or commercial vehicles are permitted to park on common grounds, parking lots, or drives (except for ordinary visits for service to residences) within the complex.

4.7 . Vehicles required by primary providers of emergency firefighting, law enforcement, ambulance or emergency medical services are allowed. Vehicles required to be available at designated periods at residence, as a condition of occupant's employment, are to be parked on the street or in west side parking space off the alley. allowed

4.7 Vehicles being used on a regular basis are to park in garages or parking spaces (see Section 4.12). Additional vehicles (more than 2 per owner) must be parked off the property. An abandoned vehicle is one which has not been moved from a single location within a two-week period. If the Association believes a vehicle has been stationary for 14 or more days, the Association may tow the vehicle after posting notice of towing on the vehicle at least 72 hours prior to towing. If a resident plans to leave a vehicle stationary for two weeks or longer (e.g. for a business trip, vacation, illness, etc.), such resident shall give written notice to the property manager.

4.8 No parking is allowed on any common areas, grassy areas, or sidewalks at any time. Vehicles parked on these areas may be tagged for towing or fined.

4.9. No major maintenance, major repair, rebuilding or repainting of a vehicle, trailer, boat, motorcycle, etc., shall be performed or conducted on common areas.

5.0 **GARAGE/GARAGE USE**

5.1 Garage doors shall be closed except when entering and exiting.

5.2 Garages shall not be used exclusively as storage areas. Adequate space and access to allow at least one vehicle to park in the garage must be maintained at all times.

5.3 No major maintenance, major repair, rebuilding or repainting of a vehicle, trailer, boat, motorcycle, etc., shall be performed or conducted in garages. Minor maintenance and minor repairs in garages is allowed. Disposal of oil and antifreeze must be done with approved oil recycling and disposal centers and must not be disposed of in the common area, sewers, housing toilet system or landscaped areas.

5.4 No garage shall be used to house a hobby shop or other type of workshop when such use interferes with parking vehicles in the garage.

5.5 No activities which could foreseeably start a fire are permitted .

5.6 No electrical appliances , including but not *limited* to, freezers, refrigerators, and heaters shall be used in the garages.

5.7 No storage of hazardous materials or flammable liquids is permitted, except 1 gallon can of gas.

5.8 Boats, campers, jet skis, snow mobiles, trailers, commercial vehicles or recreational vehicles shall not be stored in garages, and must be stored outside of the complex.

6.0 **TOWING**

6.1 Pursuant to Sections 4.7 and 4.8, above, the manager or a member of the Board may cause a vehicle to be towed from the Community.

6.2 The owner of the towed vehicle shall be responsible for paying all costs and fees associated with towing, including but not limited to the actual tow fee and vehicle storage fees. Charges for towing are in addition to any fines that may be assessed by the Association.

6.3 The Association assumes no responsibility or liability for any damage or loss incurred for towed vehicles.

7.0 **STORAGE OF ITEMS IN COMMON AND LIMITED COMMON ELEMENTS**

7.1 Trash shall not be allowed to accumulate, nor shall trash containers be kept anywhere, in the common areas. All trash shall be placed in the dumpsters . Bulk items (items which cannot fit in the dumpsters) shall not be permitted in the common areas. Should a resident require a large trash pickup, arrangements must be made in advance with the management company. Any fees incurred by special pickup will be billed to the resident.

7.2 Limited Common Areas (including patios and decks) are not to be used for storage, but only for customary patio items, such as patio furniture, potted plants , and gas grills. Machinery, equipment, wood piles (other than seasonal supplies of wood intended for burning), or other stored articles are not allowed anywhere in the common areas or limited common areas (including patios and decks).

8.0 **NOISE DISTURBANCE**

8.1 No resident shall make or permit any disturbing noises (as defined by the City of Longmont) in his unit, by himself, family, or guests; nor do or permit anything to be done by such persons on the common area that will interfere with the rights, or convenience of other residents . (Longmont City Ordinances are also enforceable concerning disorderly conduct.)

8.2 The sound volume of televisions, stereos, or other sound systems and of musical instruments shall at all times be kept to a level that avoids disturbance to neighbors.

9.0 **BUSINESS USE OF UNIT/GARAGE**

Business activities which have a visible impact on the community are not permitted. This includes activities which create additional commercial deliveries, traffic, noise, odors and business visitors within the community. Home occupations as allowed by City of Longmont and Boulder County and which have

no external impact and do not involve additional traffic and noise within the community are permitted.

10.0 WATER USE

10.1 The City of Longmont Rules and Regulations shall be observed for water use in the community. The misuse of water that results in fines from the city will be assessed against the Unit causing the violation .

10.2 Water is paid through the common assessment of the Association . Therefore, all owners, residents, and related users are encouraged to conserve water at all opportunities. Owners are responsible for repairing any internal leaking plumbing devices as soon as possible.

10.3 Washing of any vehicle(s) on the property is prohibited.

10.4 Watering of flowers shall be by handheld sprayers and closely monitored to prevent excess watering.

10.5 Small wading pools no larger than 6' by 6' are permitted. Pools must be kept off the lawn when not in use, and, when in use, must be periodically moved to different location so as to not cause damage to the common area. Any equipment that uses constant running water (e.g. Slip 'N Slides) are prohibited.

11.0 USE OF NON-MOTORIZED VEHICLES OR SPORTS EQUIPMENT

11.1 For safety reasons the use of skateboards and motorized vehicles (including but not limited to motorized skates, scooters, skateboards, pocket motorcycles) in the streets, sidewalks, grassy areas, rock beds, etc., is prohibited.

11.2 Equipment, including but not limited to, bicycles , skates, roller blades, scooters, skateboards, balls, etc., is not to be left or stored in the common areas.

11.3 Balls shall not be bounced off any building surface.

12.0 UNLAWFUL ACTS

12.1 Neither residents nor their guests shall use the premises for any immoral , improper, offensive or unlawful acts, and each unit owner, at his own expense, shall comply with, perform and fully satisfy all applicable codes, statutes, ordinances, etc.

12.2 The sale, purchase, or consumption of marijuana and other controlled substances in the common areas and limited common areas (including front entrance, and rear entrance/patios) is prohibited .

13.0 GARAGE SALES

Garage sales are limited to one sale per year per Unit Owner.

14.0 SIGNS AND FLAGS

14.1 No signs or advertising may be placed in any common area or limited common area, including but not limited to the grass areas, the exterior of any building, by the streets, on poles in the complex or within any window of any unit, except as described below :

14.1 For Sale/Rent Signs: Only one sign per unit may be placed in windows or on common grassy area to advertise the unit "for sale" or "for rent". The signs must be commercially prepared and shall be a maximum size of 20" x 32".

14.2 Political Signs: A political sign may be hung in a window within the boundaries of a unit, including inside of a window, as long as the sign is not hung earlier than 45 days prior to the day of an election, and as long as the sign is removed within 7 days following the day of the election. One political sign per office or ballot issue that is contested in a pending election shall be permitted. The maximum allowable size of such sign(s) shall be the lesser of a) local ordinance regulating such signs, or b) 36" x 48".

14.3 Flags: An American flag or service flag bearing a star denoting service of the resident may be hung in a window within the boundaries of a unit, including inside of a window. Such flag shall be no larger than 9" x 16".

15.0 **OUTDOOR COOKING APPLIANCES**

Only UL approved outdoor cooking appliances using natural gas or bottled propane may be used for cooking or smoking food. The use of charcoal cookers, hibachis, fire pits, chimineas (screened or unscreened), tiki lights or torches, outdoor candles, or other devices that have open flame are not permitted. Outdoor cookers must be placed at least two feet away from any wood structure or other combustible material. Cookers shall not be left unattended and shall be shut off after cooking is completed.

16.0 **RENTAL AGREEMENT/TENANT COMPLIANCE**

16.1 Any Owner renting or leasing a Unit must have a written lease containing the terms of the lease. This lease must contain a stipulation that the tenant(s) are subject to the Association By-laws, Declarations and Rules and Regulations.

16.2 Failure by the tenant to comply with the terms in these documents will be cause for default under the lease.

16.3 A current lease must be on file with the Association's management company and must be forwarded to the management company's office within ten (10) days of execution of said lease.

16.4 Any Owner leasing a unit shall provide the Association's management office with the Owner's current mailing address, telephone number and e-mail address (if applicable) within ten (10) days of execution of said lease.

16.6 Notice/letters of violation and non-compliance will be mailed to the Owner and the tenant. The final responsibility for any fines or assessments will be that of the Owner of the unit.

17.0 **TREES AND LANDSCAPING WITHIN PATIOS AND BACKYARDS**

Existing tree, shrubs and landscaping located within a patio and backyard area are permitted. The Owner bears exclusive responsibility for the maintenance of such trees, shrubs and landscaping. Such maintenance includes trimming, spraying, and removal of the tree and shrubs when necessary at the

Owner's expense. The Owner shall ensure that no part of the tree, shrub or landscaping causes damage to the building, common or limited common elements. The tree, shrubs and landscaping, including branches, must be contained within the vertical planes defined by the walls of the patio or backyard. No branches shall be permitted to hang over walkways, gutters, roofs, chimneys, or neighboring patios. The Owner shall also clean up any fallen fruit, pods, seeds, or other debris damage to the buildings or common or limited common elements. Any cleanup or repairs from Owner's tree, shrubs or landscaping shall be the responsibility of the Owner, whose account shall be charged for such damage. The planting of new trees in general or limited common areas is prohibited. The Association shall continue to mow backyards unless Owner requests in writing to take full responsibility for lawn mowing.

18.0 DOORS/WINDOWS/SATELLITES

18.1 Individual Unit owners are responsible for installation and maintenance of exterior storm doors. All doors must be white.

18.2 Each Unit is required to have window coverings on windows facing the courtyard or windows visible from the street.

18.3 Over the air reception devices (antennae's, satellites, etc.) are not allowed to be attached to the building and must not be visible from the common areas.

19.0 PENALTIES

Each homeowner may be subject to a penalty for any infraction of the CC&Rs and/or Rules of the Association, caused by the homeowner and/or their guest or by the residents and/or their guests. All penalties levied against a homeowner shall be uniform as to all homeowners and shall be based upon the following guidelines:

1. For a first violation, written warning with a specific date for correction of the issue will be sent.
2. If the violation is not settled by that date, the owner will be sent a letter inviting them to a hearing before the Board of Directors. Failure to attend will result in an automatic fine. The Association's schedule of fines is as follows: First Violation: \$50; and Second Violation \$100. Payment of damages caused by a homeowner, resident or guest of a homeowner or resident, shall be in addition to the above penalties.

**Maintenance, Repair, Replacement and Insurance Responsibilities for
Garden Park Homeowner's Association**

A = Association

O = Owner

This chart describes the maintenances and insurance obligations between Garden Park Homeowner's Association and the Owners within the Association.

The term "maintenance" as used below shall include the maintenance, repair and replacement of that component unless otherwise stated.

	Maintenance	Insurance
Building Exterior		
Building Structure including foundations, columns, girders, beams and supports	A	A
Roofs	A	A
Gutters	A	A
Soffits	A	A
Exterior wall surfaces	A	A
Windows including glass, Plexiglas, screens, frames, panes, grids, casings, locks, caulking and weather-stripping	O	O
Doors including doorways, frames, hardware, locks and door bells. All doors (wood, sliding glass, etc.) are included	O	O
Garage, garage doors including garage door hardware allocated to a specific unit	O	A
Fixtures or improvements added to garage including garage door openers	O	O
Garage structure	A	A
Window wells	A	A
Window well covers	O	O
Light fixtures affixed to unit exterior designed to serve a single unit, including but not limited to exterior doors, patios and porches	O	O
Common area light fixtures	A	A

installed for safety and security		
Owner added decks and deck extensions	O	O
Original construction concrete including but not limit to front porches, steps and patio slabs	A	A
Owner installed or modified concrete	O	O
Metal railings, owner installed	O	O
Special pieces of equipment including utility meters, meter boxes, utility connection structures belonging to a unit	O	O
Any fixtures designed to serve a single unit but located outside of the unit's boundaries	O	O
Other owner installed exterior improvements	O	O
Unit Interiors		
Interior unfinished surfaces of perimeter walls, floors and ceilings	O	A
Interior finished surfaces of perimeter walls, floors, ceilings, divider walls	O	O
All fixtures within unit installed by owner including but not limited to ceiling fans, handrails, sinks, cabinets, countertops, appliances, furnishings, window coverings,	O	O
Water and sewer lines from point of connection to common line	O	O
Sump pumps or radon mitigation systems	O	O
Association Grounds		
Common elements depicted on the map or described in the declaration and not otherwise listed	A	A
Yards common area courtyard	A	A

and east lawn including grass, shrubbery and trees		
Yards contained within unit's fenced area including shrubbery, trees and landscaping	O	O
Lawn mowing in yards contained within unit's fenced area	A	A
Driveways	A	A
Parking areas	A	A
Easements	A	A
Perimeter fencing	A	A
Trash removal	O	N/A
Snow removal	A	N/A

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 30th day of June, 2016.

Board of Directors:

President: Carol Siverly
Carol Siverly

Secretary: Marcene Rempel
Marcene Rempel

Treasurer: Shirley Berness
Shirley Berness

KNOWN ALL MEN BY THESE PRESENTS: That the undersigned Secretary of Garden Park Homeowner's Association does hereby certify that the above and foregoing Rules and Regulations were duly adopted by the Directors of the Association as the Bylaws of the Association on the 30th day of June, 2016 and that they do now constitute the Bylaws of the Association.

Attest:

Shirley Berness
Secretary