

# **VILLA MARGAUX HOMEOWNER ASSOCIATION**

## **GENERAL RULES AND REGULATIONS**

**Revised/Updated January 27, 2020**

Townhome living makes it necessary that we have consideration for our neighbors. These rules and regulations have been developed by the Board of Directors, under authority of the Association's governing documents to assure cooperative living. Certain items found in the governing documents have been repeated for emphasis. (For a complete understanding of all procedures, rules, regulations, etc. Owners need to refer to the governing documents listed below as well as these rules and regulations.) Unit Owners and tenants must follow these rules and regulations to ensure harmonious and safe living for all.

### **I. Association Administration**

**A.** Villa Margaux Association, Inc. is governed by Articles of Incorporation; Declaration, By-Laws, Architectural Regulations, and General Rules and Regulations as administered by a Board of Directors. A management company is employed by the Association to manage day-to-day affairs of the Association. Unit Owners are assessed a monthly maintenance fee (dues) by the association to cover the costs of providing the following services:

1. Maintenance and Repair
  - a. Snow Removal and trash removal.
  - b. Drive and walkways upkeep.
  - c. Exterior maintenance and repair of all structures.
2. Common electricity, water, and sewer
3. Legal fees, property insurance, management fees and expenses.
4. Fund accumulation for maintenance and improvements.
  - a. Equipment replacement
  - b. Replacement of roofs, stucco, patios, gutters, and driveway,
  - c. Building repainting

**B.** The management company administers the distribution of funds at the direction of the Board of Directors.

## II. Unit Use and Notification

A. Units are to be used only for residential purposes. Occupancy will be in accordance with local zoning laws. Units, including patios, will be maintained in a clean and sanitary condition with no unsightly objects or nuisances to interrupt the peaceful enjoyment of all occupants of the Association complex.

B. Owners shall notify the management company of their mailing address, the name and address of the first mortgage holder, and the name of the tenant, if any.

C. Owners shall furnish proof of ownership such as a copy of the recording instrument to the management company.

## III. Homeowners Insurance, Smoke and Carbon Monoxide Alarms

A. Owners and tenants must carry homeowners or renter's insurance to cover personal liability and personal property protection.

B. Owners must install smoke alarms in their unit. Installation of carbon monoxide alarms is strongly encouraged. A smoke and carbon monoxide alarm on each floor level is recommended. Occupants shall check these alarms periodically to insure continued performance.

## IV. Interior Roadways and Parked Vehicles

### A. Resident Parking

1. Residents are defined as any individual (Owner or tenant) residing in a unit at Villa Margaux.

2. Residents are limited to **two (2) permitted** vehicles, one of which must be parked in their garage. The other vehicle must have a current parking permit in order to be parked in the east parking lot. **Both vehicles must have a parking pass displayed in the lower left corner of the driver's side of the vehicle.**

a. Only vehicles with parking permits are allowed to park in the east lot. No vehicles belonging to guests are allowed in the east lot.

3. All vehicles in front of garages must be parked within the fire lanes, so as not to impede upon the Denver Fire Department's right-of-way.

4. Vehicles belonging to guests may be parked either in front of the garage of the resident they are visiting (provided that they do not cross over the fire lane), or in one of the four spots at the front/westernmost area of the complex, next to South Federal Boulevard. **The maximum amount of time allowed for guest vehicles to be parked in the west lot is 24 hours.** Additional street parking may be found on West Vassar Avenue, immediately north of the Villa Margaux complex.

a. Permitted vehicles are not allowed to park in the west/guest spaces.

5. No vans or trucks are allowed to park in front of garages. Contractors servicing units out of their work vehicles must make prior arrangements with the HOA before parking in front of a garage.

6. All vehicles parked on the blacktop at Villa Margaux shall have a current license plate and must be in working order. Vehicles must be parked within the white lines designated for parking (with the exception of contract workers). No vehicles shall occupy any of the fire lane area except when loading and unloading. **The fire lanes are denoted by yellow striping.** The Denver Fire Department requires unobstructed traffic lanes of at least **25 feet**. All Villa Margaux visitors should be notified by the residents of the limited parking spaces. Please make arrangements for the visiting vehicle. Pursuant to the City and County of Denver, no vehicles shall use the cut-out areas at the entrance to Villa Margaux for parking.

A. The Association assumes no responsibility or liability for any damage done to any visitor's vehicle parked on complex property.

B. The roadway speed limit is **5 MPH**.

C. Violations of the parking policies may result in the vehicle being towed without notice, at the Owner's expense.

D. Minibikes and ATV's are not permitted to be operated on any common area. Skates, skateboards, tricycles, scooters, bicycles, and/or other wheeled toys are not to be ridden on the interior sidewalks or the roadways.

E. There shall be no vehicle washing when the temperature is 32 degrees or below because of possible icing along the driveway.

## V. Garage Use

A. Garages are intended for parking vehicles owned by the unit residents. No structure shall be erected in, or other additions made to, a garage area. Engine repair is limited to minor repairs. All oil spills and leaks are the responsibility of the Owner. Owners will be liable for asphalt replacement in their carport areas due to oil damage. No storage of hazardous or flammable materials should be stored in the garage i.e. gasoline, paint, propane tank, etc.

B. Garages shall not be washed out when the temperature is 32 degrees.

C. NO ILLEGAL ACTIVITIES WILL BE ALLOWED!!

**VI. Exterior Lights**

A. Front door and balcony light replacement is also the responsibility of the Owner or tenant. Bulb wattage may not exceed 100 watts. Exterior lighting shall not be directed in such a manner as to create an annoyance.

**VII. Property Damage**

A. Damage to the common property, as defined in the Declarations, which is the result of negligence of an Owner or tenant, or their agents or guests, will be repaired by the Association and the cost of repair will be billed to the Owner after written notification and an opportunity for a hearing.

B. Damages to common areas that shorten the normal wear-and-tear replacement schedule will be repaired by the Association and the prorated cost of such repair will be billed to the Owner. If there is disagreement, Owners may ask for a hearing as outlined in the violation procedure. Any invoices not paid will result in fines and/or a Lien will be assessed against the property.

C. No one is allowed on the roof without authorization from the Board of Directors.

**VIII. Maintenance and Service Responsibility**

For maintenance purposes, an Owner shall be deemed to own: the windows and doors; the interior non-supporting walls, floors and ceilings of his Unit; the materials such as, but not limited to, plaster, gypsum drywall, paneling wallpaper, paint, wall and floor tile and flooring, and other materials which make up the finished surfaces of the perimeter walls, ceiling and floors within the Unit."

Therefore, it is understood that Owners are responsible for the repair and maintenance of all drywall, ceilings, floors, etc., including personal property, such as carpeting, draperies, furniture, cabinets, cupboards, etc. However, in the event of a failure of a common element or limited common element, the Association will assume responsibility for the replacement of damaged insulation, wallboard and baseboard trim (primed but not painted), but only if the Association has been notified of such damage with 48 hours of occurrence.

### **Excessive Noise**

It is unlawful for any person to use, operate or permit to be played any radio receiving set, musical instrument, television, phonograph, drum or other machine or device for the production or reproduction of sound in such a manner as to cause any unreasonable noise. Thoughtfulness and good judgment should be used in controlling any noise, **electronic or otherwise**, that could be offensive to others at any hour of the day. Owners and tenants must be considerate of others.

### **IX. Trash**

**Trash cans must be stored in the garages of each unit. No trash cans will be allowed outside in the common area (which includes any part of the asphalt and/or concrete in front of the garage). Trash cans must be placed back in the garage within 24 hours.**

All homeowners are required to purchase and/or contact Denver County for large trash bins. All food items and other trash that may attract flies or give off offensive odors must first be placed in plastic bags or otherwise contained. All trash must be placed within the trash cans.

Items such as old water tanks, mattresses, furniture, etc. will not be hauled away by the trash removal company. Owners and/or tenants must make other arrangements to dispose of these items, otherwise you will be charged for a large item pick-up.

### **X. Pets**

**A.** Household pets shall not exceed a total of two (2) fur-bearing animals with a weight limit of **45 pound maximum** per animal. Only domestic pets (dogs, cats, birds, fish and non-poisonous reptiles) may be kept within the units of Villa Margaux. All pets must have current vaccinations, tags and licenses as required by law. No animal shall interfere with the residents of Villa Margaux.

**B.** Dogs must be leashed with a leash, chain or cord of reasonable length and the leash must be held by a responsible person. A dog holding its own leash, or a leash attached to the dog dragging on the ground, is a violation of the leash law. The leash law is enforced in common areas of multi-family dwellings such as apartments and Townhomes (this includes hallways, stairwells, and common outdoor areas). Pets cannot be tethered somewhere that allows them access to common areas." Therefore, pet owners are required to keep their dogs on leashes when animals are in the common area. No dogs, leashed or unleashed, shall be allowed unattended in the common area. Pet owners shall be responsible for

damages caused by pets. Any animals running loose may be picked up by Denver Animal Control. Pet owners must be mindful of health hazards and properly dispose of animal droppings. The owner of the pet is responsible for immediately cleaning up dog waste caused by the pet as well as for the cost of any resulting damage to the common area. **Any pet owner observed not immediately cleaning up after their pet will be charged a \$50.00 cleanup fee, per instance, and fined according to the fine policy of Villa Margaux.**

C. No person shall keep or maintain or permit the keeping of, on any premises owned, occupied or controlled by such person, any animal or bird otherwise permitted to be kept, which by frequent or habitual howling, barking, meowing, squawking or other noise unreasonably disturbs the peace and quiet of any neighborhood or causes discomfort or annoyance to any person. Penalties for violations of the pet rules will be enforced. Homeowner's may report pet abuse to the Denver City and County Animal Control.

## **XI. Safety and Protection of Property**

A. **Interior Driveways** - For safety, as well as the protection of association and personal property, playing of any kind, is strictly prohibited in the driveways.

B. **Common Areas**- For the protection of association and personal property, airborne toys, i.e., Frisbees, remote toys, balls (**except Nerf balls**), etc.) may **NOT** be used in the common areas (**this includes, throwing, kicking and hitting any ball or other toy**). Throwing of snowballs, rocks, etc. is not allowed. Climbing trees and bending tree branches is prohibited.

Any damage done to Association property shall be paid for by the Owner of the unit. Any damage done to another resident's property shall be the responsibility of the resident incurring the damage.

## **XII. Front Entrances, Patio Use, Curtains, Screens and Air Conditioners**

A. No chairs, tables, toys, etc. shall be left on or near the front entrances of the units. Residents should not use their front landings for miscellaneous items and/or toys, etc. should be stored inside the unit or on the unit's patio.

B. No items shall be draped, hung or thrown over landing railings or patio fences. Landings and patio areas are to be kept in a clean, orderly, and sanitary condition.

### **C. Snow Removal**

1. **Association Responsibility:** Snow plowing will be done when there is four inches or more of accumulation. Snow shoveling will only include the



parking lot on the East Side of the complex; parking lot center of complex, the hill, sidewalk and fire lane/inlet on Federal Blvd. and the slab by the mailboxes.

2. **Owner/Tenant Responsibility:** Snow shall be removed from landings and stair areas within **24 hours** following a snowstorm. This requirement is necessary to ensure that the subsequent snow melt doesn't damage the flooring or leak into the units.

**D. Owners and tenants must install appropriate window coverings, i.e. blinds, curtains and/or draperies, and must be white or ivory.** Owners of units that rent their property are strongly encouraged to provide, at a minimum, blinds for every window opening. If storm/screen doors and/or window screens are installed, they must be maintained and screens that are missing or in need of repair or replacement must be repaired or replaced at Owner's expense. It is advised, for safety and to maintain a consistent appearance, that a screen door, in compliance with the Architectural Regulations, be installed on the front of each unit. All storm doors need to be approved prior to installing. You may contact Coffey & Associates, LLC. to obtain the form needed.

**E.** Planting or gardening shall be permitted within individual landing areas and as otherwise stipulated in the Architectural Regulations. Landing flower box design is designated by the Board to maintain a consistent appearance. Natural plants may be used in the landing flower boxes. All flower pots, planters and boxes must be well tended during the growing season and removed in accordance with the Architectural Regulations. No charcoal or gas grills, heaters, tiki torches, or portable fireplaces are to be used on the landing due to the fire hazard.

**F.** No fire pits, portable fireplaces, or tiki torches may be used on the patios.

**G.** Air conditioners are to be maintained in working order at the Owner's expense.

### **XIII. Architectural and Landscaping**

**A. All exterior changes must be approved prior to work commencing.** Any changes to the outside of the units shall be presented in writing to the Board of Directors. The Board of Directors tries to keep the exterior appearance of the units consistent throughout the complex. Security doors, should you choose to have one must be black wrought iron only. Security bars on the windows must also be black wrought iron and must allow the window to remain operational. All entry doors and garage doors (including garage door windows) shall be painted white.

Remodeling, renovation, repair or other structural work is limited to between the hours of 8:00 a.m. and 7:00 p.m.

- B. No articles may be permanently attached to the exterior of the building or the fences. The only exceptions are a flagpole base attached to the exterior of the unit and any seasonal decorations.
- C. All seasonal decorations must be removed within ten (10) days of the holiday i.e. Christmas, Halloween, etc.
- D. Outside radio antennas are not permitted.
- E. Hanging baskets are permissible under the overhang of the landings and eaves. Nothing is to be placed on the front steps of any unit. All areas of the front steps must be kept clear for snow removal and safe egress.
- F. Owners are responsible for all maintenance and repair work within a unit which, if omitted, would affect the appearance and aesthetic integrity of part or all of the Association area.
- G. All internal repairs to plumbing, electrical units, walls, floors, heating, windows, etc. must be done according to local building codes and at the Owner's expense.
- H. No advertising signs will be posted (For Sale and For Rent signs excepted) without written approval of the Board of Directors.

#### **XIV. Payment, Collection Policy, and Violation Policies**

##### **A. Monthly Association Maintenance Dues and Special Assessment Fees**

**1. Due Dates and Late Charges and Interest** - Monthly Association Maintenance and Special Assessment Fees ("Fees") shall be due and receivable on or before the first day each month. If the payment of fees is not received by the tenth (10th) day of the month a delinquent or late fee of \$10.00 per month will be assessed until all balances are paid. Additionally, interest in the amount of 10% per annum on the amount of the assessment from the due date thereof, not to exceed Ten Dollars (\$10.00) per month.

**2. Returned Checks** - The Association shall charge any Owner tendering a check to the association that is rejected, dishonored or otherwise returned (a "Returned Check"), the Association's actual costs incurred in connection with such Returned Check, plus a \$35.00 Returned Check fee (the "Returned



Check Fee")

**3. Notice of Default** - For any Delinquent Payments that are delinquent for a period in excess of twenty (20) days, the Association shall provide written notice to the Owner of such Delinquent Payments demanding payment of all Delinquent Payments, together with any and all other applicable late charges and fees (a Delinquency Notice"). If the Owner fails to bring his or her account current within ten (10) days of receipt of such Delinquency Notice, the Association may exercise any and all remedies available to it under the Governing Documents and law, including, but not limited to, suspension of such Owner's voting rights, filing a lien against the Owner's Unit and/or retaining counsel to pursue collection of such Delinquent Payments.

**4. Attorneys' Fees and Costs** - Each Owner shall be liable to the Association for any attorneys' fees and costs incurred by the Association in connection with collecting Delinquent Payments from such Owner.

**5. Application of Payments** - Any payments made by, or on behalf of, an Owner to the Association shall be applied in the following manner:

- a. Attorneys' fees and costs incurred by the Association for which the Owner is responsible
- b. Late Charges, interest and any outstanding Fees (i.e., Returned Check Fees, etc.)
- c. Past Due Monthly Maintenance Dues
- d. Past Due Special Assessments
- e. Current Monthly Maintenance Dues
- f. Current Special Assessments

**6. No Waiver** - Failure of the Association to enforce any of these policies for Collection of Fees shall in no event be deemed a waiver of the right to do so thereafter

**7. Collection Policy** - Following ninety (90) days of delinquency the Board of Directors shall utilize the services of a collection agency, seek payment through legal action or employ both methods, as appropriate. At this time, the delinquent Owner shall be provided a written notice specifying:

- a. The total amount of the arrearage, with an accounting of how the total arrearage is determined;
- b. Whether the opportunity to enter into a payment plan is available and instructions for contacting the association to enter into a payment plan plus the name and contact information for the individual, the Owner may

contact to request a copy of the Owner's ledger to verify the debt; and

c. That action is required to cure the delinquency and failure to do so within 30 days may result in the account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property and other remedies available under Colorado law.

Third-party purchasers of an association's debt or lien must also adopt this Collection Policy and comply with the terms of it prior to taking action to foreclose on the lien or collect on the debt.

**8. Payment Plan** - Delinquent Owners shall have **one (1)** opportunity to enter a payment plan to bring their delinquent account current. The payment plan must be for a minimum of six months but may be longer depending on the circumstances and the decision of the Board of Directors. The delinquent Owner must make the scheduled payment as required by their payment plan and pay their current monthly assessment obligations. If they fail to make these payments, the association may immediately proceed with collections

This one-time opportunity to enter into a payment plan does not extend to lenders who take title to the property as a result of default on a mortgage or flippers. Third- party purchasers of an association's debt must also comply with the payment plan provisions.

**9. Foreclosure** - An association, or the assignee of the association's lien, may only proceed to foreclosure if the total amount secured by the lien would equal or exceed six (6) months of assessments. Also, the Board of Directors must vote to proceed with foreclosure on any given delinquent account. Boards are not permitted to delegate their responsibility to authorize a foreclosure action to an attorney, insurer, manager or any other person.

**10. Amendments; Board Discretion** - These Collection Policies may be amended by the Board of Directors from time to time as permitted by the Governing Documents. The Board shall exercise reasonable discretion in the implementation of these Policies.

## **B. Violation of the Rules and Regulations**

**1. Reporting Violations** -A Violation of the Rules and Regulations should be reported, in writing, immediately to the Management Company. Such notice shall include the violation, date, time, place and any other essential data regarding the violation. All reports must be signed by the reporting party. The Violation Policy applies to all Owners, as well as family, guests, invitees,

and tenants who violate any provision of the Rules and Regulations and any provision of the Declarations.

## 2. Notices and Fines

**Fine Schedule.** The following fine schedule has been adopted for all recurring covenant violations:

a.	First violation	Warning letter
b.	Second violation (of same covenant or rule)	\$50.00
c.	Third violation (of same covenant or rule)	\$100.00
d.	Fourth and subsequent violations (of same covenant or rule)	\$200.00

Second and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

The fine will be due and payable immediately. If the fine is not paid with the next month's association dues, the fine assessed shall first be satisfied from the maintenance fee payment received. If this results in a shortage in the amount of the maintenance fee due, a \$10.00 late fee shall be applied if the proper amount of maintenance fee due is not satisfied by the 10th day of the month due.

**A. Other Remedies** - In the event of legal proceedings the prevailing party shall be entitled to recover its reasonable attorneys' fees and associated costs and expenses incurred in connection with any legal proceedings.

**B. Repairs** - If the Association needs to do any repairs to rectify the object of the violation/fine, an additional 10 days hearing letter will be sent prior to the Association doing the repairs and charging for the expense.