

RULES AND REGULATIONS

FOR

FIRST & HARLAN CARRIAGE HOMES **CONDOMINIUM ASSOCIATION**

Revised August 1, 2019

REMEMBER TO HAVE A GOOD NEIGHBOR, YOU MUST FIRST BE A GOOD NEIGHBOR

These are the Rules and Regulations governing the First & Harlan Carriage Homes Condominium Association, Inc. They apply to all residents of First & Harlan Carriage Homes, owners and non-owners alike. They are enforceable under the Declaration and Bylaws. The purpose of these rules and Regulations is to ultimately provide all residents maximum enjoyment in living at the First & Harlan Carriage Homes Condominium Association.

First & Harlan Carriage Homes Condominium Association is not an apartment complex where we pay for 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 and greatest property value for all residents.

Your Board of Directors encourages all residents to become involved with the First & Harlan Carriage Homes Condominium Association, attend meetings and serve on the various committees that advise the Board. Information on these committees is available from the Board members or from your Association. This will not only make First & Harlan Carriage Homes Condominium Association a sound investment, but a pleasant and enjoyable place to live.

DEFINITIONS

ADULT – Shall refer to anyone at least 18 years of age.

ARTICLES OF INCORPORATION – Shall refer to the Articles of Incorporation of the Association, the provisions of which are applicable to your community.

ASSOCIATION – Shall refer to the First & Harlan Carriage Homes Condominium Association, Inc., a Colorado non-for-profit corporation, its successors and assigns, the Articles and Bylaws of which shall govern the administration of this community, the members of which shall be all of the Owners, including the Declarant.

BOARD OF DIRECTORS – Shall refer to the governing body of the Association.

BYLAWS – Shall refer to the Bylaws of the Association, the provisions of which are applicable to the community.

COMMON AREAS – Shall refer to all the real property owned in common by the members of the Association for the common use and enjoyment of the residents, including common parking areas, walkways and greenbelt areas.

COMMON PARKING AREAS – Shall refer to parking spaces on private streets, either assigned or unassigned.

DECLARANT – Shall refer to the Declarant named herein and such successor and successors may be designed hereafter by Declarant by written notice duly recorded.

DECLARATION – Shall refer to that document together with all exhibits attached thereof, which documents have been recorded pursuant to Colorado Revised Statutes, as amended.

DERELICT/ABANDONED PROPERTY – Shall refer to any vehicle, trailer, or other items parked or left in the common areas which has not been moved by its owners for a period of forty-eight (48) hours or more.

GUEST – Shall refer to any agent, employee, tenant, company, organization, licensee, guest or invitee or an Owner.

MANAGING AGENT – Shall refer to the person employed by the Board to perform the management and operational functions of the community.

OWNER – Shall refer to a person, firm, cooperation, partnership, association or other legal entity, or combination thereof, who owns one or more units but excluding, however, any such person having an interest therein merely as a Mortgagee (unless such Mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof.)

PETS – Shall refer to dogs, cats or other animals which would normally be considered domesticated and kept within a household.

RECREATIONAL VEHICLES – Shall refer to any vehicle containing a sink, stove, refrigerator, sleeping accommodations or a combination thereof; boats; trailers; snowmobiles; motorcycles designed specifically for off-road use only; pickup, van, or camper in excess of three-quarter ton; and any accessories to those items.

RESIDENTS – Shall refer to any person whose usual place of residence is First & Harlan Carriage Homes Condominium Association.

WALKWAY – Shall refer to outdoor ground level common area sidewalks.

GENERAL RULES

1. The Rules and Regulations, the Declaration, the Articles of Incorporation, and the Bylaws relating to First & Harlan Carriage Homes Condominium Association, shall be enforced by the Board of Directors and fines for infractions may be levied in accordance with the provisions therein.
2. Parents are deemed responsible for actions committed by their children; and owners, generally, are deemed responsible for infractions committed by their tenants, licensees, invitees, or guests.
3. No one subject to these rules shall make or permit loud noises or play musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents of this community. Volumes on the previously mentioned items shall be lowered between the hours of 11:00 p.m. to 7:00 a.m.
4. No sign of any type is allowed without written approval of the Board of Directors, with the exception of one sign of not larger than 6 square feet for any unit to be sold or rented. Such signs must be placed in one window of the unit only. The Declarant reserves the right to use such signs as Declarant deems proper while Declarant remains in control of the Association.

5. No advertisement, sign, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed on the property without written permission from the Board. This specifically excludes owner's name and house numbers on front/back door.
6. All roadways and walkways shall be clear for emergency traffic. No cars, furniture, wood, bicycles, barbecue pits, toys, or other items of personal property shall be stored or left in the roadways, walkways or other places in the common area.
7. Garments, rugs, clothing or other household items may not be hung from windows, balconies, fences, plant materials, or facades of the buildings. No clothesline of any type shall be placed on the property, which are visible from the common area, the street, or neighbor's unit
8. No fireworks or firearms may be fired or discharged within First & Harlan Carriage Homes Condominium Association.
9. Any immoral, improper, offensive or unlawful act may be deemed an infraction of these Rules.
10. No flammable, combustible or explosive fluids, noxious or toxic chemicals shall be stored on the premises except in reasonable amounts as needed for normal household use.
11. The use and/or storage of any barbecue grills or open flame devices (such as clay chimneys or clay/copper fire pits) is prohibited on decks, balconies, garages, and any other location near a building.
12. The Board reserves the right to make additional rules and regulations as may be required from time to time without the consent of the members or the Association. These additional rules and regulations shall be binding as all others previously adopted.

PETS:

13. A reasonable number (2 or less) of pets no larger than 25 pounds may be kept per household.
14. No livestock, poultry or animals other than household pets may be kept.
15. Pets on or in the common area must be carried and/or be on a leash.
16. No animal may be leashed or confined to any stationary object on or in the common area.

17. Pets must be curbed; any soilage made by pets on any area must be cleaned up at the time of the incident.
18. Pet owners and/or the related unit owner will be held responsible and liable for any property damage, injury, or disturbance, which pets may cause or inflict.
19. Unleashed or unattended animals may be confined and turned over to the appropriate shelter or authority by an Association member, officer, director, or Managing Agent without liability except for willful misconduct or gross negligence.

TRASH:

20. Trash shall be placed in dumpsters located in the Association's designated trash collection area only. A homeowner wishing to dispose of items other than those that may be placed in Association dumpsters should call the waste disposal contractor chosen by the Association.
21. Bagged trash must be kept inside the unit or garage until being placed in dumpsters. Trash shall be placed in plastic bags of sufficient strength and securely closed.
22. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the community and no odors shall be permitted to arise within the community. Nor shall any condition be permitted to arise which is unsanitary, unsightly, offensive, or detrimental to any other property or residents in the vicinity.

VEHICLES AND TRAFFIC POLICIES

23. Resident vehicles shall be parked only in garages or have a permit to park in their assigned permit parking only spot.
24. All vehicles MUST be registered with HOA.
25. Guest parking spots (4 only located by the mail kiosk) are 24 hour maximum and are for guests only.
26. All common area parking is assigned to residents as per the parking lease rules. Residents who use these parking areas will be towed at the discretion of the Managing Agent or Board of Directors.

27. There shall be no parking permitted where indicated by "No Parking, or yellow markings on the streets and curbs. Anyone parking in a fire zone will be immediately towed.
28. Derelict and/or abandoned vehicles are not permitted. Any Association member has the authority to notify the Managing Agent to have the vehicle ticketed and then towed at the vehicle owner's expense.
29. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building. Offending vehicles shall be immediately reported to the managing Agent and ticketed. Once ticketed, such vehicle shall be subject to immediate towing.
30. Speed limit signs, stop signs, stop signs, yield signs, and no parking signs may be erected at the Board's discretion with authorization of the appropriate governmental authority.
31. No repair to vehicles shall be made on the premises. No dumping of oil, antifreeze, or debris from motor vehicles is permitted. In addition to fines levied, a clean-up fine of \$40.00 will also be charged for the incident.
32. No house trailer, camping trailer, hauling trailer, running gear or boat or accessories thereto, truck, pickup, van or camper in excess of three-fourth (3/4) ton size, shall be parked, stored, repaired, or maintained on any lot or in the parking area.

ARCHITECTURAL CONTROL

33. No architectural alteration or addition, including, but not limited, to solar devices, exterior doors, windows, fences, walls, canopies, awnings, antennae, air conditioners, swamp coolers, shall be commenced, erected, altered, moved, removed or maintained upon the property or any portion thereof. Nor shall any exterior addition, change or alteration be made until the plans and specifications showing the nature, kind, shape, height, material, location and approximate cost has been submitted to and approved in writing by the Architectural Control Committee composed of three (3) or more representatives appointed by the Board. Any such item so installed without the written approval of the Architectural Control Committee shall be deemed to be a violation of these rules and subject to immediate removal without recompense.
34. Satellite dishes are allowed at First & Harlan Carriage Homes Condominium Association, **subject to strict guidelines for placement** to be set by the Architectural Control Committee and **only after** review by such committee.

LEASED UNITS

35. Each unit leased shall be for a period of time of not less than six (6) consecutive months.
36. Leasing of a unit for business purposes is not permitted.
37. There shall be no more people residing in the unit than are allowed by the zoning ordinances of the local governing authority.
38. Any non-owner residing in any unit shall be subject to these Rules and Regulations in the same capacity as would an owner, subject to all rights and liabilities contained therein. Any fines incurred by non-owner resident and not paid within 30 days shall be added to and due with the regularly scheduled Homeowners Association payment.
39. Each owner is responsible for the distribution of Rules and Regulations to their tenants.
40. All monthly assessments are due and payable on the first of each month. Any assessment not paid within 10 days after the due date shall be subject to a \$10.00 late charge. If your payment is still delinquent on the 30th of the second month, your account will be forwarded to the Association attorney, a lien will be filed, and any further legal action deemed necessary, will be taken.
41. Should it become necessary to file a lien on a unit, the owner of such unit will be responsible for all legal fees.
42. Anyone over 60 days in arrears in the Association payments may have their voting privileges suspended.

ENFORCEMENT

43. Enforcement procedures under these Rules and Regulations may be exercised independently of any enforcement actions undertaken by local, County, state or federal authorities.
44. If the Association brings a legal action to enforce any provisions hereof, the violating party shall be liable for costs, expert witnesses' fees, and reasonable attorney's fees.
45. All complaints pertaining to the Rules and Regulations of First & Harlan Carriage Homes Condominium Association shall be in writing addressed to the Board of Directors and the Management Company. The complaint must state the following:

- a. Name or identity of individual(s) committing the infraction;
 - b. The unit number with whom the individual is associated and some description of the nature of the relationship, i.e. guest, owner, tenant, etc.;
 - c. The identification of the rules or provision violated;
 - d. The date, time and place of the infraction;
 - e. The name, address and telephone number of the person making the complaint, and a brief description of the complaining individual's relationship to the community.
46. Upon receipt of a written complaint, the Board and Management Company shall notify the unit owner and the person charged with committing the violation that a complaint has been received. If a non-owner resident is assessed, that assessment is the responsibility of the unit owner.
47. If so desired, the person(s) charged with committing the violation may request a hearing at the next regularly scheduled Board meeting. All such hearings shall be handled on an individual basis.
48. The Board may impose an assessment according to the following schedule:
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|-----------------------------------|-----------------------------|
| (1) First Offense | Written Notice |
| (2) Second Offense | \$25.00 and written notice |
| (3) Third Offense | \$50.00 and written notice |
| (4) Fourth Offense | \$100.00 and written notice |
| (5) Fifth and Subsequent Offenses | \$100.00 and written notice |
49. The offenses of the unit owner, his guest and/or tenants shall all be attributable to the unit owner.