

MARSHALL PARK VILLAS CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

1. Association Administration

A. Marshall Park Villas Condominium Association is governed by Condominium Declarations, Bylaws, Nine Policies, and Rules and Regulations as administered by a Board of Directors (Board). A management company (Managing Agent) is employed by the Association to manage day-to-day affairs of the Association, including the distribution of funds at the direction of the Board. Owners are assessed a monthly homeowner fee by the Association to cover the costs of providing for the following services:

- Maintenance and repair of most exterior components, including: building structures, roofs, gutter systems, perimeter fencing, concrete, and sprinkler systems.
- Common area grounds maintenance, including lawn, trees, and bushes
- Snow and trash removal
- Water and sewer
- Property insurance, management fees, legal fees, and other expenses
- Reserve fund accumulation for maintenance and improvements

B. The monthly homeowner fee is due the first day of each month at the office of the Managing Agent. Any payment received after the 10th day of the month incurs a \$25.00 late charge that will be assessed monthly until said payment is received in full. Any additional actions necessary will be performed by the Managing Agent in accordance with the Policy and Procedures for Collection of Unpaid Assessments available at the Association's web page on the Managing Agent's website or upon request.

2. Owner Use and Occupancy Regulations/Lease of a Unit/Notification

A. No Unit shall be used for any purpose other than residential purposes as generally defined. A home occupation is permitted only as defined in Section 5.2 of the Condominium Declarations.

B. No Owner may lease less than the entire Unit, except in cases where the Owner(s) actually reside(s) in the Unit and leases to a roommate. The Owner shall, within three (3) business days after the execution of such lease, forward, a copy of it to the Managing Agent. The Owner shall obtain from the Association and deliver to the tenant copies of the Declarations, Bylaws, and Rules and Regulations.

3. Homeowner's Insurance

A. Owners must carry personal homeowner's insurance to cover personal liability, personal property items, building structures, and loss assessment. See STATE FARM LOSS ASSESSMENT REQUIREMENTS at Marshall Park Villas' web page on the Managing Agent's website.

B. Rental insurance is recommended for tenants.

4. Smoke and Carbon Monoxide Alarms

A. Each Owner is required to maintain the following three (3) minimum Fire Safety items in order to fulfill the requirements of homeowners in a multi-unit residence:

- One (1) Carbon Monoxide Detector - batteries tested monthly, changed annually
- Two (2) Smoke Detectors - batteries tested monthly, changed annually
- One (1) Fire Extinguisher - to be inspected annually. Please contact Managing Agent for name of entity(ies) to perform inspections.

5. Architectural and Landscaping

A. In order to preserve the exterior appearance, all exterior changes must be approved prior to work commencing. Requests must be made in writing to the office of the Managing Agent for approval by the Board of Directors. Requests for maintenance shall be submitted via a completed WORK REQUEST form. Requests constituting an exterior change, alteration, or addition shall be submitted via a completed ARCHITECTURAL REQUEST form. Written complete plans and specifications with pictures should accompany any requests and be submitted at least 30 days prior to intended project date, or as soon as possible.

6. Parking and Common Area

A. No common sidewalks, driveways, entrances, and passageways shall be obstructed or used by any Unit Owner for any purpose other than ingress and egress from the Units. No vehicle shall be parked in such manner as to impede or prevent ready access to any part of the project, including sidewalks or grass areas.

B. Recreational vehicles may be parked up to three days on a Unit Owner's driveway, slab, or street in front of the Owner's Unit, if space allows. The Board of Directors may approve additional time for special circumstances.

C. All common areas are to be kept entirely free of clutter of any kind. The Board has authority to dispose of any items not acceptable to the Common Areas.

7. Limited Common Elements

Limited Common Elements defined as private areas for the exclusive use of the Owner of the Unit, include, but are not limited to: decks, finished patio areas (whether enclosed or not), any associated finish materials, and steps/stairs, fencing and walls associated with such areas.

A. Limited Common elements are to be kept clean, and free of excessive trash and clutter. All equipment, storage units, wood piles, or other personal items shall be confined to garages and privacy areas, or kept neatly in rock areas, where no garage or privacy area exists.

B. Embellishments to and items contained within/upon Limited Common Elements shall be properly maintained by the Owner(s) of record, regardless of the date of installation.

C. Landscaping and vegetation (trees, bushes, flowers, grass) and any personal items contained within or upon Limited Common areas shall not infringe, impede or obstruct the fence, building, or Common area landscaping in any fashion, and are the sole responsibility of the Owner for care and maintenance, regardless of the date of installation.

D. Items to be sun/air dried shall be hung in the limited common area of the homeowner's units as inconspicuously as possible and removed promptly after drying. No items should remain longer than one week.

8. Exterior Lighting, Windows, Doors, Skylights, and Equipment

A. Installation, general maintenance, repair, and replacement of all exterior lighting fixtures are the sole responsibility of the Unit Owner. Addition of new lighting fixtures, especially motion sensor lighting must be approved by the Board of Directors. Owners will be asked to adjust, remove, or replace any lighting if complaints are received.

B. Notice of intention to install air conditioning units or any other machines or equipment that protrude through the walls or the roof of the condominium buildings, must be submitted to the Managing Agent via the Architectural Request Form to have a record of date of installation. Request for installation of a new skylight must be submitted to the Managing Agent via the Architectural Request Form for approval by the Board. All costs for installation and maintenance of skylights, air conditioning, and other equipment are the sole responsibility of the Owner of record, regardless of the date of installation. Rooftop air conditioning units and solar panels are prohibited.

C. Installation of wiring, antennae, dishes or other equipment for electrical, telephone, cable, or satellite are permitted as allowed by law. Please alert installers that in ground installations could risk damage to sprinkler systems.

9. Property Damage

A. Any damage to the general common elements or common personal property caused by the Owner, occupants, lessee, guests, pets, or any contractor or individual performing repairs or improvements at the request of the Unit Owner, shall be repaired at the expense of that Unit Owner.

B. If necessary, repairs for damage will be performed by the Association and any costs incurred will be assessed to the Owner of record. In the event of any failure to pay any assessment resulting from damage repaired by the Association, the Association shall be entitled to all of its collection rights as set forth in the By-Laws, Condominium Declaration, and Policy and Procedures for Collection of Unpaid Assessments.

C. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles left or stored in any Common or other areas.

10. Excessive Noises or Noxious Odors

A. Owners, residents and lessees shall avoid making or permitting loud noises, or engaging in activities producing noxious or offensive odors (including smoking of any kind) which disturb other Owners, tenants, occupants of other Units, or the neighborhood at large.

B. The noise level from any activity should be reduced and kept at a minimum so as not to disturb other Owners or occupants between the hours of 10PM and 7AM on weekdays and 11PM and 7AM on weekends.

11. Pets

A. Owners may keep a maximum of two (2) bona fide household pets. Such pets may not be bred or kept for any commercial purpose and may not be kept in such a manner as to create a nuisance or inconvenience to any resident of the Property. This includes abnormal barking or other actions that are offensive or a menace to others. Exotic pets, livestock, or poultry are not permitted.

B. Household pets shall not be allowed to run at large within the Property, but shall at all times be leashed and under the Owner's control. No animal may be leashed or confined to any stationary object on or in the Common area.

C. Owners are responsible for the immediate removal of pet droppings in the Common areas and Limited Common areas, including inside privacy areas. Any

necessary cleanup or repairs on the premises caused by pets will be charged to the Owner.

D. Pet owners shall be deemed to hold the Association harmless from any claim resulting from any action of their animal and any costs incurred by the Association.

These rules are not intended to replace any laws or regulations governing pets as published by the City of Wheat Ridge, Jefferson County, or the State of Colorado, and such laws and regulations shall be observed and adhered to by this Association.

12. Trash

Disposition of garbage/trash and recycling shall be in the disposal receptacles supplied to each Unit by the waste removal company. Any items that do not fit shall be bagged, if possible, and placed next to the appropriate container. All garbage containers shall be kept in a privacy area, garage, or another inconspicuous location.

13. Water

Each Unit Owner is responsible to repair leaky faucets (including exterior hose bibs) and running toilets immediately. The Association expects prudent use of water by owners and tenants. Indiscriminate use of water will not be tolerated. The General Common Elements are the sole responsibility of the Association.

14. Advertising and Signs

A. No advertising signs are allowed except "For Sale" or "For Rent." Political signs may be displayed 45 days prior and 7 days after an election. Only one political sign is allowed per political office or ballot issue. The maximum dimensions of any signs shall be thirty-six inches by forty-eight inches.

15. Rules and Regulations – Enforcement and Amendments

A. 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.

B. The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations. The Board directs its Managing Agent to mail or deliver a copy of the within Amended Rules and Regulations to all Owners, tenants, and residents, and to post promptly on the Marshall Park Villas Condominium Association web page on the Managing Agent's website.

Approved by the Board of Directors of Marshall Park Villas Condominium Association at a regular meeting of the Board at which a quorum was present on this

18th Day of December, 2019
(month) (year)

Debbie Vaughan
President

All governing documents and forms are available on the Association's web page on the Managing Agent's website, or upon request at:

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