

## ARBOR PARK TOWNHOMES ASSOCIATION, INC.

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### RULES AND REGULATIONS (2015)

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The following 2015 Rules and Regulations are intended to replace 2007, 2009 and 2013 Occupant Rules and Regulations. As a reminder, the Association's Declaration, Bylaws, Policies and these rules are available on the Association's website.

#### 1. OWNER/OCCUPANT/TENANT REGISTRATION.

- “Registration Form” A completed “Registration Form” containing the following information must be provided to the Association in January of each year, immediately upon change of ownership, and at least 14 days prior to the effective date of a new lease (to the extent practicable):
  - Owners' names, mailing addresses, email addresses, and day and evening telephone numbers;
  - Occupants' names, ages, relationships to owner/other occupants, day and evening telephone numbers;
  - Identification of vehicles to be kept on site and license plate numbers for each;
  - Number and type of pets;
  - If a unit is leased:
    - o Term of the lease;
    - o A copy of any lease;
    - o “Acknowledgement Form” signed by lessees acknowledging receipt of and agreement to comply with the Association's Governing Documents.<sup>1</sup>; and
  - Other information that may be requested by the Association in its “Owner/Occupant/Tenant Registration Form.”.

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<sup>1</sup> “Governing Documents” include the Declaration, Bylaws, Articles of Incorporation, Policies, and Rules and Regulations.

- Please note: The Association views the foregoing information as vital in the event of emergencies, for ongoing maintenance, and for proper notification and communication with owners/occupants.
- A rental processing/move in fee of \$200 is due at the time of any new lease submission.

## **2. USE, OCCUPANCY, OWNER/TENANT LEASES, AND NUISANCES.**

### **A. Use Restrictions.**

1. No Unit shall be used for any purpose other than as a single family dwelling. *See* Declaration, Art. XII, § 1.
2. No business activities of any kind shall be conducted in units, including commercial storage. This restriction shall not prohibit an owner or occupant from carrying on any of the following activities if such activity is entirely within a residence and such activity cannot be detected by any of the senses from the exterior of such unit as follows:
  - a. Maintenance of a personal or professional library;
  - b. Maintenance of personal business or professional records or accounts;
  - c. Personal business or professional telephone calls or correspondence; or
  - d. Conduct of a home occupation, provided that home occupation shall not include a bed and breakfast operation, a day care service or any other use which shall generate third party pedestrian or vehicular traffic, which uses are hereby specifically prohibited. *See* Declaration, Art. XIII, § 1.
3. Allowed commercial and business activities, as set forth above, with any adverse external effect on the nature, perception, operation or ambiance of the Arbor Park Townhomes as a first class residential community as reasonably determined by the Board in its sole and reasonable discretion are prohibited, unless otherwise approved by the Board and allowed otherwise permissible by applicable law.

4. Any act by an owner, lessee or any guest or invitee of an owner or lessee, constituting a "substantial violation" as defined by C.R.S. 13-40-107.5 shall result in a fine in the amount of \$1000 per occurrence.
5. Any fines incurred by a lessee shall be a joint and several obligation of lessee and owner of the unit.

## **B. Occupancy Restrictions.**

1. Occupancy of a unit shall be limited to a single family consisting of (a) no more than two unrelated principal adults (see below); (b) the legal dependents of one or both of said principal adults; (c) no more than two additional family members (adults or legal dependents) who are related by blood to said principal adults; and (d) occasional guests (see below). For the purposes hereof, "related by blood" shall mean the following relationships, but no others: grandparents, parents, brothers and sisters, aunts and uncles and nephews and nieces. A foster child or an exchange student is acceptable within the above guidelines.
2. Guest stays are permitted for up to 14 days duration only. Guests may not park in Guest Parking for more than 14 days.
3. At no time shall occupancy exceed 4 persons for a 2-bedroom townhome and 5 persons for a 3-bedroom townhome, subject to the single family occupancy set forth above. Lofts do not qualify as a bedroom for the purpose of this calculation. Guests present do not count for the purposes of this calculation.
4. Upon advance, express permission of the Board, an owner may have one nurse, nanny or other "live in caregiver" occupying a portion of a unit. Otherwise occupancy shall be limited as set forth in these rules.
5. In the event of a lease of the "entire unit" in which the owner explicitly retains a non-exclusive possessory interest in the entire unit, occupancy shall be limited to 2 unrelated principal adults.

## **C. Lease Regulations**

1. All leases shall be subject to the Governing Documents.
2. No owner may lease less than his/her entire unit. *See Declaration, Art. XIII, § 15.*
3. Leases of less than entire unit, such as a room, lower level, or anything other than the entire unit, are prohibited.
4. All leases shall be in writing and such lease agreement shall provide that the terms of the lease shall be subject in all respects to the terms provisions, covenants, conditions, and restrictions contained in the Governing Documents. Failure to comply with the Governing Documents shall be a default under the lease. The Association strongly encourages owners to evict lessees in violation of the Governing documents. *See Declaration, Art. XIII, § 15.*
5. An owner may lease his/her "entire unit" and continue to occupy the unit, only if owner explicitly retains a non-exclusive possessory interest in the entire unit. Any written lease for such occupancy must explicitly create two equal, undivided interests in the entire unit. In such circumstances, occupancy shall be limited to 2 unrelated principal adults.
6. Subleasing is prohibited (i.e. tenants may not have tenants).
7. Leases may not be assigned.
8. All leases must comply with the occupancy restrictions, set forth above.
9. In the event a unit is leased by two unrelated principal adults, both lessees must be sign a written lease with the owner.
10. Leases shall be for a minimum term of 6 months.
11. Lessees shall be subject to fines for violation of the Governing Documents, as set forth in the Association's Enforcement and Fines Policy. Any fines incurred by a lessee shall be a joint and several

obligation of lessee and owner of the unit. If not paid by tenant upon assessment, such fines shall be added to and due by the owner with regularly-scheduled Association assessments.

12. All leases must be submitted to the Association along with a completed "Owner/Occupant/Tenant Registration Form."

13. An owner is responsible for the distribution of the Governing Documents to a lessee.

**D. Nuisances.** No nuisance shall be permitted within the Arbor Park Townhomes, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs any unit owner or which may unreasonably interfere with the peaceful enjoyment or possession of the proper use of a unit or common element or any portion of the Arbor Park Townhomes. Further, no improper, offensive or unlawful use shall be permitted within the Arbor Park Townhomes or any portion thereof. All valid laws, ordinances, and regulations of all governmental bodies having jurisdiction over the Arbor Park Townhomes or a portion thereof shall be observed. *See Declaration, Art. XIII, § 10.*

### **3. GAS AND ELECTRICAL KITCHEN APPLIANCES .**

- All kitchen appliances (including: cooking appliances such as a range, grill, broiler, cooktop, stove, microwave, hotplate, toaster, toaster oven, or similar cooking device; refrigerator/freezer; and dishwasher) shall be confined to the primary, central, upstairs kitchen.
- No kitchen appliances are allowed elsewhere in the unit, except for a refrigerator/freezer or freezer to be located in the garage.

### **4. PARKING.**

- On-street parking, curbside parking, and parking on the grass within Arbor Park is prohibited. Notwithstanding, temporary on-street parking is allowed for service and maintenance vehicles in active service.

- Each unit shall be limited to a maximum of 3 parked vehicles in the garage or driveway appurtenant to the unit.
- Guest Parking:
  - “South Guest Parking” shall be the 5 spaces at the south intersection of Mockingbird and Arbor Park Drive.
  - “North Guest Parking” shall be the 11 spaces at the north intersection of Mockingbird and Arbor Park.
  - Parking in Guest Parking is limited to 24 hours. *See Declaration, Art. IV, § 1.*
- No owner or tenant shall utilize Guest Parking or a driveway appurtenant to a unit for the purpose of storing or keeping any car, boat, camper, trailer, truck, motor home, recreational vehicle or other vehicle of a similar type or nature. *See Declaration, Art. VI, § 1 and Art. XIII, § 5.*
- Parking of a commercial vehicle is prohibited within Arbor Park. Notwithstanding, on a case-by-case basis the Board may review and permit commercial vehicle parking using the Board’s reasonable discretion.
- All vehicles in the Arbor Park must be currently licensed and registered and in good repair.
- Auto repair or restoration is not permitted in Guest Parking or driveways appurtenant to a unit. *See Declaration, Art. XIII, § 5.*
- *Temporary Test Parking Policy.*
  - *“South Guest Parking.” The foregoing parking rules will continue to be strictly enforced. There shall be no occupant or long term guest parking allowed. Guests may park for 14 days only. Violators will be noticed and fined in accordance with the Association’s Enforcement Policy. The Board intends to explore vehicle stickering, booting and towing. Parking spaces in South Guest Parking are essential for guests.*

- *“North Guest Parking.” The foregoing parking rules apply; however, enforcement of rules precluding owner/occupant and long term guest parking will be temporarily suspended. All other parking rules will be enforced and no vehicle storage or recreational vehicle parking will be allowed. The Board reserves the right to terminate this temporary suspension at any time.*

**5. PETS.**

- Up to one dog (or two 10lb dogs) or two cats are allowed per unit, however the BOD may review on a case by case basis.
- Dogs must be leashed at all times when in the common area of Arbor Park. Each pet owner is required to clean up after their pet. If a pet becomes obnoxious to other residents by barking, menacing or otherwise, the pet’s owner shall remedy the problem immediately and permanently.
- Please be mindful that the common area of Arbor Park is small and compliance with pet rules is necessary for the comfort and well being of all.

**6. USE OF COMMON AREAS.**

- Common areas, driveways, and stairways may not be obstructed or used for any purpose other than entering and exiting the units.
- Except for designated areas, no one shall use the driveways, parking areas, and stairways as a storage or play area.

**7. DECKS.**

- The exterior decks appurtenant to a unit shall be used only for their intended purpose and shall not be used for hanging garments or other articles, or for cleaning rugs, household articles, etc.

- Storage of sports equipment, bicycles, or other items (except for gas grills, and outdoor patio furniture) is prohibited. NO CHARCOAL GRILLS ARE ALLOWED TO BE USED ON THE DECKS.
- The OWNER of the unit is responsible for the maintenance/repair and replacement of their decks.

#### 8. ALTERATIONS, EXTERIOR IMPROVEMENTS, AND SATELLITE DISHES.

- No structural alterations to any building or its systems may be done without the written prior consent of the Association. *See* Declaration, Art. XIII, § 11.
- No fences, hedges, walls, decks, balconies, or additions to the buildings may be performed without prior written approval of the Association. *See* Declaration, Art. XIII, § 7.
- No television, radio, satellite dishes, air conditioning installations, hot tubs, awnings, exterior door or wall treatments, exterior door ornaments, exterior plants, or other outside apparatus shall be placed, allowed or maintain upon an portion of the a unit without express written approval of the Association. Using its reasonable discretion, the Association reserves the right to decide what is acceptable and/or unsightly as well as requiring those unacceptable or unsightly installations to be corrected at homeowner's expense. *See* Declaration, Art. XIII, § 16.

#### 9. NOISE.

- All occupants shall exercise reasonable care to avoid making or permitting to be made any loud, disturbing, or objectionable noises of any kind.
- Musical instruments, amplifiers, stereo equipment, shall not be played between the hours of 9:30 pm and the following 7:30 am. Radios, TV's and stereos, etc may be played quietly as long as they do not disturb other occupants.

## **10. OWNER/TENANT MAINTENANCE RESPONSIBILITIES.**

- The Association is responsible for the maintenance, repair and replacement of only those items specifically set forth in the Governing Documents and specifically agreed to by the Association. *See* Declaration, Art. XI, § 1.
- The repair, maintenance and replacement of plumbing, sewers, wiring, heating, cooling, and ventilations systems within units, as well as doors, windows, fences and unit interiors are the responsibility of the unit owner/tenant. Each owner/tenant is responsible for providing lawn care and weed control within the boundaries of the fence enclosed unit lot. *See* Declaration, Art. XI, § 2.

## **11. MAINTENANCE OF PROPERTY.**

- Rubbish, trash and garbage shall not be allowed to accumulate on any property. No outside storage of tools, equipment, auto parts, or other articles is allowed. All equipment, garbage cans, etc shall be concealed from view in the garage or interior of the property. *See* Declaration, Art. XIII, § 16.
- FOR RENT and FOR SALE signs may be of a standard size only, not mounted on the buildings or its fences, or windows and located in the front of the property only. Only one sign is permitted per unit. *See* Declaration, Art. XIII, § 8.

## **12. TRASH.**

- The Association has contracted with Inter-Mountain for the collection of all garbage, trash and recycling. Pick up is every Thursday morning. If a holiday occurs during the week pick up is on Friday.
- Trash needs to be curbside by 8 am, no earlier please. Containers may be obtained from Inter-Mountain.. Containers are to be stored within the

garage until Thursday morning and are to be replaced in the garage after pick up. Containers may not be stored outside of the garage.

### **13. HOLIDAY DECORATIONS.**

- Owners may place holiday decorations upon the common elements assigned to their units provided that these decorations shall not be permanent in nature and that the decorations must be removed within 30 days following the holiday commemorated.

### **14. STAIR AND LANDING POLICY.**

- The Association will repaint/maintain stairs and landings every four years. If your stairs require interim maintenance, you will be notified and will be expected to perform that repair/maintenance at your expense.

### **15. SPEED LIMIT.**

- Speed limit is 15 mph. Please slow down when driving through the development. *See* Declaration, Art. XII, § 16.

### **16. POLITICAL SIGNS.**

- Each unit is allowed one sign of a standard size. The sign must be confined to the general boundary of the unit. The unit number must be marked on the sign so that outsiders cannot simply plant signs. The Board reserves the right to take down or reposition signs in the event of a violation.

**CERTIFICATION:**

The undersigned, being the President of the Arbor Park Townhomes Association, Inc., a Colorado non-profit corporation, certifies that the foregoing rules and regulations were duly adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on Sept 16, 2017 \_\_\_\_\_, and in witness thereof, the undersigned has subscribed his/her name.

ARBOR PARK TOWNHOMES ASSOCIATION, INC.,  
a Colorado non-profit corporation

By: 