

MONTARBOR COMMUNITY ASSOCIATION RULES AND REGULATIONS

WHEREAS, Article VII, Section 7.1 of the Bylaws of Montarbor Community Association provides in part:

“The Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Lots, the Common Elements, the Community, or any portion hereof, and any facilities thereon and the personal conduct of the Members, their guests and other Persons thereon, and to establish penalties for the infraction thereof;”

WHEREAS, Article IV of the Articles of Incorporation of Montarbor Community Association provides in part that:

“This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of certain property and improvements within the property...and to promote the health, safety and welfare of the resident within the community, and for the following purposes to:...enforce covenants, restrictions, and condition affecting any property to the extent this Association may be authorized to do so under the Declaration;”

WHEREAS, the Colorado Common Interest Ownership Act provides in part:

“...the association, without specific authorization in the Declaration, may: Regulate the use, maintenance, repair, replacement and modification of common elements; ...
Impose and receive any payments, fees, or charges for the use, rental or operation of the common elements...;
Exercise any other powers necessary and proper for the governance and operation of the Association.”

WHEREAS, for the health, safety, and welfare of all residents and the protection and preservation of the common properties and for the necessary and proper governance and operation of Montarbor Community Association, the Board of Directors wishes to establish reasonable rules and regulations and policies.

NOW THEREFORE BE IT RESOLVED THAT the following policies, rules and regulations be adopted by the Board of Directors for Montarbor Community Association and where in conflict with any previously adopted rules, these rules shall prevail:

General Provisions

1.1 The use of the Common Areas is available to all members in good standing, their family members, guests subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Montarbor Community Association (hereafter referred to as “the Declaration”).

1.2 No illegal activity may be conducted upon or within any part of the Association’s common property.

Condominium Association Management

2.1 The services of a management firm have been contracted to handle the day-to-day enforcement of the Rules and Regulations, Declarations, and Bylaws. The managing agent is authorized to take those actions necessary to ensure the compliance of all residents with the standards of the complex.

Leasing of Condominium Units

3.1 Owners are responsible for providing their tenants with a copy of these rules upon signing of a lease. All owners leasing their units are to provide the Management Firm with a copy of the fully executed lease within 30 days. Any damage in the common areas caused by an owner, resident, their agent or visitors will be repaired by the Association at the expense of the owner and occupant. All residents MUST register their dog with HOA’s Management Company. There is a \$25.00 per dog registration fee.

Driveways and Parking Areas

4.1 Roads within the community are designated as private streets; traffic shall NOT exceed a speed limit of 10 mph. in order to present a safe environment.

- 4.2 All vehicles shall meet local noise requirements. All vehicles must have mufflers in good working condition.
- 4.3 No boats, trailers, commercial vehicle or inoperative vehicle shall be parked in the subdivision except for limited periods of time not to exceed 24 hours for the purpose of loading and unloading. Such recreational vehicles shall not create an access problem to other residents nor shall such vehicles be parked unattended within the community (i.e. within fire lanes). No vehicle shall be parked on the apron of any driveway at any time. Such vehicles are subject to the immediate removal (towing) at the owner's expense.
- 4.4 No mechanical work will be performed on vehicles in the subdivision except as can be provided within the enclosed garage of the unit, screening the sight, sounds and odors of such repairs. Such repair activity shall be limited to the necessary repairs of the resident's vehicles only and shall not extend to the repairs of vehicles not belonging to residents of the community.
- 4.5 Vehicles which are parked on subdivision property illegally, without current license plates, or have not been moved for a period of 7 days or longer shall be determined abandoned and may be towed and/or ticketed.
- 4.6 Owners (or owner's tenants) will utilize their two (2) assigned parking spaces within their garage, leaving all the available spaces provided for guest parking. Facilities for additional cars and other wheeled vehicles are not provided nor are they available within the community. All guests using the guest parking overnight MUST notify the management company in advance and receive a parking permit to place in their car or risk towing.
- 4.7 No parking (perpendicular or parallel) is allowed on the entry aprons leading into the garage. (Note: The apron is "common area" and is NOT owned by the homeowner. There are sewer cleanouts on the sides of the garages that can be damaged. Owners will be held financially responsible for any damages caused by parking on the apron. Vehicles parked on the apron are subject to immediate towing.
- 4.8 Overnight Parking- No Parking is allowed on any street within the community between the hours of Midnight and 6AM. Vehicles found parked on any community street during these hours will be towed at the owner's expense. During the hours of 12am-6am motor vehicles owned, leased, rented or used by owners or related users may only park within the owner's garage. If any such owner shall be using more than the (2) two cars their garage can hold they must make alternative arrangements to park other vehicles off site.

Pets

- 5.1 Pets shall be restrained on a leash at all times when allowed outside of the unit, accompanied by the pet owner at all times. Tethering of animals is strictly prohibited.
- 5.2 Pets are not permitted to run unattended in the Common Area nor may they be tied up in the common area. Pets are not to be left unattended.
- 5.3 Pet owners must immediately clean up after their animal at all times.
- 5.4 Any pet that is determined to be, in the sole opinion of the Board of Directors, an unreasonable nuisance to the community due to either noise or odor shall be subject to removal from the community.
- 5.5 Pet owners are responsible for any damage that is caused to the common area by their pet(s), the repairs for which shall be made by the Association and assessed to the Unit Owner.
- 5.6 One (1) pet is allowed per unit. Additional pets must be approved by the Board of Directors prior to that animal being brought onto the property.

Porches

- 6.1 Porches may not be used as storage areas nor in any way distract from the appearance from the building.
- 6.2 Residents shall not dry or air clothes on the porch areas or on lines or poles hung on the exterior of any building.
- 6.3 No awnings or other projections shall be attached to the outside walls of the building unless specifically approved by the Board of Directors. No blinds, shades or screens shall be attached to, hung, or used in conjunction with any patio, window or door of the exterior of the unit without the prior written consent of the Board of Directors.

6.4 All residents and occupants shall use care in securing items or fixtures kept on porch areas to ensure items are not blown from same.

6.5 Porch areas shall not be used as an animal control area if such confinement causes the animal to create a nuisance either by noise or odor which in the sole discretion of the Board is an unreasonable nuisance to the living enjoyment of others.

6.6 Barbeques, bicycles, scooters and tows are not to be stored on the porches at any time.

Trash Collection and Removal

7.1 The Association has contracted with a waste removal provider for the servicing of all townhome units within the Montarbor community. The expense for such service shall be included as a common expense.

7.2 All refuse must be placed in a toter that contains a lid that will protect the trash from being blown throughout the community prior to pick up.

7.3 All additional refuse in excess of that which fits within the designated container shall be the sole responsibility of the Owner for removal and shall not be charged to the Association (i.e. furniture, appliances, carpet. etc.)

7.4 Trash containers are to be placed outside on the morning of trash pickup and replaced back into the garage by the end of that same day.

Grounds, Sidewalks and Common Areas

8.1 Sidewalks and entrances must not be obstructed.

8.2 No owner or occupant shall plant flowers, plants, gardens, or any other shrubbery outside of their individual courtyard without submitting a plan to the Board of Directors for approval. All pots must have water catching saucers under them to prevent damage and discoloration to the patio.

8.3 Vehicular traffic across the lawn and landscaped areas is not permitted. The expense to repair areas due to repeated foot traffic or vehicular access shall be assessed to the Owner causing said damage.

Snow Removal

9.1 The Association shall contract with a grounds maintenance provider which shall provide snow removal within the community as follows:

9.2 Owners shall be responsible for managing, with reasonable care, the safety of the entryway and sidewalk adjacent to their unit when accumulation is less than 2”.

9.3 A pathway shall be cleared on all sidewalks and entryways upon receipt of an accumulation of 2” or more, on average, within a reasonable time frame in order to provide reasonable access to and from the unit for emergency purposes; complete clearing of the sidewalk and entryway shall be completed within 24 hours once the storm has ended.

9.4 Streets within the community shall be plowed upon receipt of at least 4” of snow. Snow removal shall be completed within the asphalt areas to be best of the ability of the subcontractor subject to the interference of vehicles parked within the subdivision.

9.5 Stockpiling of snow may be necessary when a high volume of snow is received. The subcontractor shall endeavor to keep as many parking spaces available as possible, recognizing that locations for stockpiling are limited due to landscaping and other amenities within the common areas.

9.6 Sand or ice melt shall be distributed as deemed appropriate. North facing units may require special attention, which should be reported to management.

Signage & Flags

10.1 All signage shall be approved by the Board of Directors prior to installation for appropriateness, size, and placement. Typical signage that is acceptable shall include:

10.2 One sign no larger than six (6) square feet placed inside a window or above overhead garage door offering a unit for sale or rent.

10.3 Two signs not larger than one hundred (100) square inches indicating a security system exists on the property.

10.4 One small sign restricting solicitation to be placed discretely at the entrance of a residence.

10.5 A name plate of the occupant.

10.6 This is not intended to limit or prohibit the display of the U.S. flag; however, lighting of a flag is not permitted. Therefore, flags shall be required to be removed daily in accordance with proper etiquette for the display of a national flag. No other flags or banners shall be permitted.

Children

11.1. All toys and play equipment shall be stored inside the unit. Residents shall be held responsible for any damage done by their residents to the building exterior, grounds, landscaping or common area. Residents and guests are not to use the streets and driveways as play areas.

Miscellaneous

12.1 Residents shall not create any situation wherein their actions or conduct, as determined by the Board, represents an unreasonable nuisance or disturbance to other residents. This includes, but is not limited to, noise, loud music, late night parties, offensive cooking odors, etc. "Quiet Time" shall be between 10:00 p.m. and 7 a.m. each day.

12.2 Townhome units shall be used only as single family personal residences and shall not be used as business facilities. An owner may use a specifically designated portion of his unit as a home business office, which approval may thereafter be withdrawn or terminated by the Board at any time. Businesses which do not create additional traffic, noise or odor untypical of a residential community, in the opinion of the Board of Directors, shall be given consideration for approval. This rule is not intended to prohibit those business activities which an individual uses their home as a base but is aimed at prohibiting activities which draw the general public to Association grounds.

12.3 Wind chimes placed on the exterior of the unit shall be prohibited.

12.4 The Association shall be responsible for common area lighting. All porch lights shall be maintained by the Association except that the individual resident shall be responsible for replacing the light bulb as needed.

12.5 No patio or porch area shall be enclosed by means of screening or otherwise unless specifically approved by the Board of Directors.

12.6 Window air conditioners and fans which protrude past the screen area of the window are prohibited.

12.7 No visible form of antenna, aerial, satellite dish, pole or wire for the purpose of receiving or transmitting a signal shall be erected on the exterior of any unit except as is specifically registered with the Board of Directors.

12.8 Holiday decorations may be displayed 30 days prior to the holiday and shall be removed within 14 days following the holiday.

Insurance

13.1 The Association's Blanket Insurance Policy does not cover the contents of the unit or liability within it. Each condominium owner/tenant should arrange for insurance coverage for all losses and risks growing out of the ownership and/or occupancy of the premises.

13.2 Any insurance claims against the Association's insurance policy are to be filed through the Management Company only.

13.3 All damages due to negligence of the owner are the responsibility of the owner, and the deductible will be paid by the owner. Damages occurring by no fault of the owner will be the responsibility of the Association and the deductible will be paid by the Association. It is the Board's responsibility to determine "negligence", in which case the owner presents his/her case before the Board in a hearing. All decisions made by the Board in this hearing are binding.

Dues

14.1 Association dues are based upon an annual budget adopted by the Board of Directors. As stated in the recorded documents, dues are payable on or before the first of each month. There is a 10-day grace period. Dues received after the 10th will incur a \$20.00 late fee. Additional remedies are defined in the covenants.

Amendments

15.1 These Rules and Regulations may be changed or added to by resolution of the Board of Directors.

Purpose and Construction

16.1 These Rules are adopted pursuant to the Declaration and Bylaws and are intended to preserve the community's appearance and value and to promote the health, safety, and welfare of its residents. In no event shall these Rules be construed to alter or amend any provisions of the Declaration or Bylaws. In case of any conflict between these Rules and provisions of the Declaration or Bylaws, the provisions of the Declarations or Bylaws shall control.

Procedure for Violations

17.1 Complaints: Complaints of any violation may be presented to the Board or directed to the management company at any time. All complaints shall be made in writing. The Board shall, at its discretion, determine whether or not the complaint shows cause for further proceedings. The Board shall not decide the validity of the complaint at that meeting, but rather shall set it for hearing at a later date, if it finds cause is shown that the defendant has committed or permitted a violation.

17.2 Parties to Violations. Owners shall be responsible for violations committed by their agents or tenants. The Board may proceed against both the owner and the agent or tenant, simultaneously or separately, and actions against one shall not bar action against another.

17.3 Fines and Sanctions. Any fine shall be both a personal obligation of the owner or violator or both and an assessment creating a lien which will be recorded against the unit and may be foreclosed. The Board may notify any lender and credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fine. Any violation shall entitle the Board to recover from the owner or violator or both, its reasonable attorneys fees, court costs, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.

17.4. Refer to Violation Enforcement Policy for specifics regarding enforcement.

Effective Date

These rules shall apply to any violations occurring after the date of their adoption. The Board shall mail or hand deliver, at its choice, a copy of this rule to each owner or unit.

Adopted this 11th day of July, 2011