

**RULES AND REGULATIONS FOR
THE COTTAGES ON FAIRMOUNT LANE
HOMEOWNERS ASSOCIATION, INC.**

These Rules and Regulations ("Rules") are adopted by The Cottages on Fairmount Lane Homeowners Association, Inc. ("Association"), pursuant to the authority set forth in the Declaration of Covenants, Conditions and Restrictions of The Cottages on Fairmount Lane recorded in the real property records of the County of Jefferson, Colorado ("Declaration").

RECITALS

WHEREAS, Section 8.16 of the Declaration authorizes the Board of Directors of the Association ("Board") to adopt rules and regulations to govern the affairs of the Association; and

WHEREAS, pursuant to the authority vested in the Board by Section 8.16 of the Declaration, the Board has promulgated the following Rules for the purpose of protecting and enhancing the rights and interests of the Members of the Association who are the Owners of the Sites and to preserve the property value of the Planned Community subject to the Declaration.

NOW, THEREFORE, the Board hereby establishes, makes and adopts the following Rules of the Association:

**ARTICLE 1
DEFINITIONS**

- 1.1 All words and phrases herein shall have the meaning provided in the Declaration, unless otherwise defined herein.
- 1.2 The use of the word "Owner" herein shall also apply to and include any Person who is permitted to be on the Planned Community by an Owner including, but not limited to, an Owner's family, guests, invitees, tenants, visitors or independent contractors.
- 1.3 Except as otherwise indicated herein, "Sites" shall refer to Sites as defined In the Declaration.

**ARTICLE 2
USE RESTRICTIONS**

2.1 Use of the Site and the Planned Community. Subject to the provisions of the Declaration and the Bylaws of the Association, no part of a Site shall be used for any purpose other than housing and the related common purposes for which the Planned Community was designed with respect to the Sites. Each Home shall be used as a residence for a single family or such other uses permitted by the Declaration or by these Rules, and for no other purpose. No Site may be used for any purpose which is unlawful or which fails to comply with rules and regulations that the Board may enact from time to time or which constitutes a nuisance or disrupts the reasonable use and enjoyment of the Planned Community by other Owners.

2.2 General Use Restrictions.

a. No Owner shall operate any machines, appliances, electronic devices, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or cause any damage to or overloading of any mechanical, electrical, plumbing or any other system serving the Planned Community. There will be no loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner so as to disturb other Owners. Volumes shall be appropriate between the hours of 10:00 p.m. and 8:00 a.m., and at all other times, as determined by the Board.

b. Each Owner shall maintain his/her Home in good condition and in good order and repair, at the Owner's expense, and shall not do or allow to be done on his/her Site or on the Common Areas, anything which may increase the cost or cause the cancellation of insurance carried by the Association. Notwithstanding the foregoing, to provide and maintain exterior harmony for all of the Sites located within the Planned Community, the Board shall maintain certain elements of each Home and Site as further described in the Declaration.

c. No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted upon any Site except as provided in Article Three of the Declaration.

2.3 Pets.

a. The Board may prohibit keeping certain breeds or kinds of dogs, cats and birds, and other pets, restrict the size of such pets, and impose conditions and restrictions upon keeping such pets, based upon a specific determination that such type or size of pet or that more than one (1) of a particular type of pet may constitute a safety concern or nuisance to other Owners.

b. No animal of any kind may be kept, raised, bred or boarded for commercial purposes upon any Site.

c. In the Common Areas, all Owners shall immediately clean up after their pets and dispose of their pet's refuse in a suitable container as defined from time to time by the Board.

d. Pets shall not be allowed to damage grass, shrubs, trees or any other portion of the Planned Community or to become a nuisance or annoyance to others. Habitually barking or yelping dogs shall be deemed a nuisance and may be removed from the Planned Community by the Board after a Notice and Hearing is provided to the pet's Owner. Expenses and costs incurred by the Association as a result of damage caused by any pet shall be reimbursed to the Association by the Owner of the pet responsible for causing the damage.

e. Pets shall not be allowed outside of the Owner's Home unless restrained by a suitable leash or enclosure and under the direct control of the pet's Owner.

f. Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the Common Areas or otherwise left unattended.

g. Owners agree to comply with:

- i. Current inoculations of pets as required by applicable Department of Health guidelines; and
- ii. All other applicable governmental laws and regulations pertaining to keeping, maintaining or raising a pet.

2.4 Trash.

a. No Owner shall sweep or throw any debris onto the Common Areas. Disposition of garbage and trash shall be by the use of common trash facilities, if available, in strict accordance with rules and regulations adopted or approved by the Board from time to time and also with any statute, ordinance or governmental regulation. Trash receptacles, if available, shall not be used for the disposal of hazardous waste or large items such as, but not limited to, building materials and large quantities of landscape materials, furniture, appliances, or hot water heaters. Removal of these items from the Property is the responsibility of the Site Owner.

b. All roadways and walkways shall be clear for emergency traffic.

c. The Association assumes no liability for any loss or damage to articles left or stored in any Common Area or other area.

d. Nothing shall be thrown or tossed from any Site, including, but not limited to, cigarettes, cigars, food, water, stones, missiles or incendiary or explosive devices. "Incendiary or explosive devices" shall include, but not by way of limitation, any device consisting in whole or in part of flammable material or other material having the capability of exploding, igniting or burning. The proper authorities will be called to investigate such activity. Any staff or Owner witnessing such activity may sign a complaint against the offending party.

2.5 Flammable Substances. No flammable, combustible or explosive fluids, chemicals or substances shall be kept within a Site except those required for normal household use.

2.6 Parking.

a. Vehicles may park on Site driveways and in designated and lined parking spaces along Planned Community main roadway, provided vehicle is an accepted type as described in the Declaration and 2.6 of the Rules and Regulations.

b. No vehicle may be parked on any grass, sidewalk or patio of the Planned Community, block garbage trucks from access to any dumpsters in the Planned Community or be parked in a fire lane or designated "No Parking" area. Planned Community streets are a "No Parking" area except in designated and lined parking spaces.

c. No house trailer, camping trailer, horse trailer, camper, camper shells, boat trailer, hauling trailer, boat or boat accessories, truck larger than three-quarter (3/4) ton, recreational vehicle or equipment, mobile home, or similar vehicle may be parked or stored anywhere within the Planned Community unless it is parked in a garage, unless otherwise approved by the Board, and unless they are being actively loaded or unloaded. This applies to vehicles referred to above even if they are licensed by the State of Colorado or any other jurisdiction as "passenger vehicles". No emergency or temporary parking shall continue for more than seventy-two (72) hours.

d. All vehicles parked in the Planned Community must have current license plates. Inoperative or abandoned vehicles may not be parked on any part of the Planned Community except in garages. Vehicles shall be deemed to be "abandoned or inoperative" if they meet one (1) or more of the following criteria:

- (i) The vehicle has not moved from its location for twenty (20) days, except with the written permission of the Board.
- (ii) The vehicle has a flat tire or other condition rendering it inoperable.
- (iii) The vehicle does not have current license plates.
- (iv) The vehicle is in an obvious state of disrepair, such as having a missing tire, having a smashed window, having a missing or damaged body panel or other parts or the vehicle is on jacks or blocks.

e. Motorcycle kickstands must have a block of wood or some other method to support the stand when in use, so as not to damage the surface beneath.

f. Vehicles in violation of parking regulations are subject to being towed at the Owner's expense and/or being fined by the Board.

2.7 Household Items. Rugs, clothing or other household items may not be hung from any window, patio, fence or facade within the Sites.

2.8 Fireworks. No fireworks or firearms may be fired or discharged within the Planned Community.

2.9 Signs. Except to the extent in conflict with applicable law, and except for rights reserved to Declarant in the Declaration, no signs or advertising devices of any nature shall be displayed, hung, stored or used on any part of the Planned Community, including outside of any Home, within any Home in such a manner as to be visible from any location outside of such residence or elsewhere on the Planned Community, without the prior written permission of the Committee.

Any signs not in conformance with the foregoing restrictions may be removed by or on behalf of the Association or Declarant and any damage caused by the placement and removal of such nonconforming sign shall be paid for by the Owner responsible for the placement of such sign.

2.10 Satellite Dishes/Antennas. Owners may install satellite dishes and antennas on their Site in accordance with Section 7.18 of the Declaration. Written notice of the proposed size and location of the dish or antenna shall be given to the Association or its Managing Agent, if any, prior to installation. No dish, antenna or related wiring may be installed on or in any portion of the Common Areas, if any, without the prior approval of the Board.

ARTICLE 3 ENFORCEMENT

3.1 Any complaint which alleges a violation of the Declaration and/or Bylaws or these Rules shall be made in writing and shall contain substantially the same information as that set forth in the "Witness

Statement" attached hereto as **Exhibit A**. At a minimum, the complaint shall set forth:

- a. The name, Site address and phone number of the complaining witness.
- b. The name and Site address of the violator.
- c. The specific details or description of the violation, including the date, time and location where the violation occurred.
- d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
- e. The signature of the complaining witness and the date on which the complaint is made.

3.2 The Owner shall be notified of the complaint and the alleged violation by the Association or its duly authorized agent. If the complaint is based on conduct of the Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as **Exhibit B** ("Notice of Violation").

3.3 Any Owner charged with a violation of the Rules is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:

- a. Within seven (7) days after the Notice of Violation has been delivered to the Owner, the Owner must complete the Request for a Hearing form, which is attached to the Notice of Violation (see **Exhibit B-2**), and return it to the Association or its Managing Agent.
- b. If the Request for a Hearing form is timely filed, a hearing on the complaint shall be held before the Board. The hearing shall be conducted no later than twenty-one (21) days after receipt of the Request for a Hearing form, as determined by the Board. An Owner may request an expedited hearing.
- c. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. Following a hearing, the Board shall issue its determination regarding the alleged violation. The *decision* of the Board shall be final and binding on the Owner and the Association.
- d. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as **Exhibit C**.

3.4 If the Request for a Hearing form is not filed within seven (7) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed at a meeting of the Board. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted.

3.5 If an Owner is found to have violated personally or is otherwise liable for a violation of the Declaration and/or Bylaws or Rules, the following shall occur:

- a. If found to be guilty of a first violation of a given provision of the Declaration and/or Bylaws or Rules, the Owner shall be notified of the finding by the Association or its duly

authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that if any further violations occur a Fine for the violation will be imposed. In the alternative, the Board may elect to assess a Fine.

b. If found to be guilty of a second or continuing violation of the same provision of the Declaration and/or Bylaws or Rules, the Owner shall be notified of the finding by the Association or its duly authorized agents. The Owner shall be assessed a Fine.

c. Where a Fine is imposed, unless expressly provided in another section of these Rules, it shall be in the amount of One Hundred and No/100 Dollars (\$100.00) for a single incident of violation of a provision of the Declaration and/or Bylaws or Rules, One Hundred Fifty and No/100 Dollars (\$150.00) for a second single incident of violation of the same provision of the Declaration and/or Bylaws or Rules, and Two Hundred and No/100 Dollars (\$200.00) for a third or subsequent single incident of violation of the same provision of the Declaration and/or Bylaws or Rules; or the sum of Fifty and No/100 Dollars (\$50.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.

d. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to pay for any damage or any unauthorized condition on the property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Association, or to pay any legal expenses and costs incurred by the Association as a result of the violation. Any damage to the Common Areas, if any, which has been repaired by the Owner, must be inspected by the Board's representative to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Owner as part of their share of the Common Expenses.

3.6 Any Owner assessed herein shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed herein shall be added to the Owner's account and shall be collectible as a Common Expense in the same manner as any Common Expense Assessment or Special Assessment against the Site.

3.7 Time is of the essence of this policy. Notices are deemed delivered either:

- a. At the time of delivery if by personal delivery; or
- b. On the second business day after deposit in the U.S. Mail.

3.8 The remedies provided for herein are not exhaustive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or Bylaws to prevent or eliminate violations of these Rules.

ARTICLE 4 MISCELLANEOUS FEES

Owners may be charged a fee for services or materials. The services, materials and related fees ... that may be charged include, without limitation:

- a. Transfer Fee: \$150.00 to \$300.00
(as determined by the Association Management Agreement)
- b. Governing Documents and other Association information: \$25.00 + copy costs
- c. Association Assessment Certification: \$55.00

ARTICLE 5
MISCELLANEOUS

5.1 Declaration Prevails. In the event that there is any inconsistency between the provisions of these Rules and the Declaration, the Declaration shall prevail.

5.2 Amendment. The Board may amend, supplement, repeal, replace or modify these Rules from time to time as it deems appropriate or convenient.

IN WITNESS WHEREOF, the undersigned President of the Association certifies adoption of the foregoing Rules of The Cottages on Fairmount Lane Homeowners Association, Inc., by the Board of Directors on the ____ day of _____, 2012.

Matt Cavanaugh, President

