

RULES AND REGULATIONS OF ARBOR POINTE

These Rules and Regulations have been adopted and implemented to protect the investment of the members and to enhance the values of the properties subject to regulation by the Association.

1. **Pets** No animals, livestock, poultry or insects of any kind, including dogs, cats, birds or bees, shall be raised or kept in the Common Interest Community except as provided below.
 - A. A reasonable number of dog(s), cat(s), bird(s) or other household pet(s) may be kept or raised in a Unit, subject to all applicable local ordinances. The Board, in its sole discretion, and considering the number and size of the household pet(s) as well as any reported problems, complaints or concerns regarding the pet(s) in or at any Unit may reasonably restrict the number of household pet(s) raised or kept in any Unit on a case—by—case basis.
 - (i) In no event will any dog whose breed is known for viciousness or ill temper, in particular, the American Staffordshire Terrier, known as a “pit Bull Terrier”, be permitted in Common Interest Community, premises, nor any animal of any kind that has venom or poisonous or capture mechanisms, or if let loose would constitute vermin, will be allowed in the Common Community.
 - (ii) Seeing eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200) in the better eye with correction). Other animals will be permitted if such animals serve as physical aids to the handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.
 - B. No animals, including livestock, poultry, birds or bees of any kind shall be bred, raised or boarded or kept for any commercial purpose.
 - C. Pet owners shall clean up after their pet and dispose of the same in suitable containers.
 - D. Pets shall not be allowed to damage grass, shrubs, trees, or any other portion of the Common Elements or become an annoyance or nuisance to other pets or people. Expenses and costs resulting from damage to shrubs, trees or Common Elements will be the responsibility of the Unit Owner of the Unit at which the responsible pet is kept.
 - E. Pets, including dogs and cats, shall not be allowed to roam unrestrained on the Common Elements.
 - F. Pets shall not be chained or tethered to any Common Area. No pets shall be left chained or tethered outdoors, unattended, so as to become an annoyance or nuisance to others from barking or such other cause.

2. **Motor Vehicles/Parking**

A. **Inoperative, Unused or Abandoned Vehicles.** No inoperative, unused or abandoned vehicle shall be stored, parked, maintained or kept upon any part of the Common Interest Community, including any street, or way of access within the Common Interest Community. "Inoperative, abandoned or unused vehicle" shall mean any automobile, truck, motorcycle, motorbike, boat, trailer, camper, house-trailer, or similar vehicle which has not been driven under its own propulsion, has not been moved out of the Common Interest Community for a period of **72 hours, or vehicles with expired license plates.** In the event the Association shall determine the vehicle is an abandoned or inoperable vehicle, then a written notice describing the vehicle shall be personally delivered to the Unit Owner thereof, if known, or shall be conspicuously placed upon the vehicle. If the vehicle is not then removed within 72 hours of such notice, except in the event of emergencies, the Association shall be entitled to tow the subject vehicle and the Unit Owner and vehicle owner (if different shall be jointly and severally liable for all expenses, costs and fees incurred from such towing and/or storage. Exemptions from this provision, (for the purpose of keeping a vehicle within the Common Interest Community during vacation periods), may be applied or by an Owner by written request by such Owner (or a tenant and Owner jointly, if applicable) to the Association. No request for exemption shall be deemed granted in the absence of written approval hereof by the Association.

B. **Recreational or Commercial Vehicles.** No commercial vehicle, trailers, mobile homes, detached camper units, utility and boat trailers, snowmobiles, racecars, or house-trailers shall be parked, kept, stored, or maintained anywhere within the Common Interest Community. Vehicles in violation hereof shall be subject to ticketing and/or immediate towing as provided herein or by applicable law.

C. **Restrictions on Vehicle Maintenance.** No automotive maintenance, mechanical, body or engine work overhauling or similar automotive repair work for commercial and/or business purposes shall be performed in any portion of the Common Interest Community. Only minor automotive maintenance and upkeep of a resident's private vehicle may be performed anywhere within the Common Interest Community and, in all cases, no automotive maintenance or repair work shall be conducted or carried on so as to become an annoyance, nuisance, eyesore, or hazard.

3. **Increased Risks, Damage.** Nothing shall be done or kept in or upon a Unit or upon the Common Elements, or any part thereof, which would result in the cancellation of the insurance as maintained by the Association, without the prior written approval of the Association. Nothing shall be done or kept in on upon any Unit or in or on the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof, shall be committed by any Unit Owner, or any member of the Owner's family, or by any guest, invitee or contract purchaser of any Owner. This specifically refers to, but is not limited to, the storage of flammable liquids in any Unit or on the Common Elements.

4. **Storage of Unsightly/Unsafe Items.** No person shall place, store or maintain any unsightly or unsafe furniture, fixture, device, article or other item or thing, including by not limited to, appliances, automobile parts and tires, cardboard boxes, newspapers, or anything flammable, on any patio or area visible from the Common Elements.
5. **Leasing of Units.** No Unit or any structure located thereon shall be leased except under the following terms and conditions:
 - A. No Owner may lease less than an entire Unit.
 - B. No lease or tenancy of any Unit shall be for a term less than ninety (90) days.
 - D. The lease and lessee's occupancy of the Unit shall in all respects be subject to the provisions of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations of the Association, and any failure of lessee to comply therein shall be a default under the lease and shall be enforceable by either the Association or the leaser, or both of them.
 - E. No Unit shall be leased, occupied or used for any commercial purpose or business activity nor for hotel or transient purposes.
6. **No Commercial Uses.** Except for those activities conducted as part of the marketing and development program of the Declarant, no industry, business, trade or commercial activities (other than established by resolution of the Executive Board for the purpose of order and safety for each occasion), home professional pursuits without employees, public visits or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained or permitted on any part of the Common Interest Community.
7. **Electrical Devices or Fixtures.** No electrical device which creates electrical overloading of standard circuits may be used without written permission from the Executive Board. Misuse or abuse of appliances, circuits, or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from this misuse shall be the responsibility of the Unit Owner from whose Unit it was caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.
8. **Alteration, Additions or Improvement to Common Elements.** No alterations, additions or improvements may be made to the Common Elements without the prior written consent of the Executive Board or the committee established by the Executive Board, if any, having jurisdiction over these matters. No clothes, laundry or any other kind or articles, other than holiday decorations on doors only, shall be hung out of a building or exposed or placed on the outside walls or doors of a building or on trees. No sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window.
9. **Cleanliness.** Unit Owners shall keep their Units in a good state of preservation and cleanliness.
10. **Obstructions.** There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior written consent of the Executive

Board, except as expressly provided. Patio furniture, consisting of all-weather chairs and tables and barbecue grills, will be allowed on the deck and patio, provided that they remain in good condition and repair.

11. **Proper Use.** Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common Elements.
12. **Stacks of Firewood.** Firewood shall be neatly stacked at or on patios and decks no closer than one foot from any wall of the building. Firewood on wooden decks shall be stacked on raised racks or timbers at least four inches from the floor to provide for air circulation under the stack. Rotten or insect infested firewood shall be removed upon discovery.
13. **Annoyance or Nuisance.** No noxious, offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which may interfere with their peaceful enjoyment of the Common Elements for the purposes for which they were designed. No Unit Owner or occupant shall make or permit any disturbing noises or nuisance activities or do or permit anything to be done that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate, or suffer to be operated, an engine, device, phonograph, television set or radio at high volume or in any other manner that shall cause unreasonable disturbances to other Unit Owners or occupants.
14. **Compliance With Law.** No immoral, improper, offensive or unlawful use may be made of the Property. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and with all City ordinances, rules and regulations. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for any violation or noncompliance.
15. **Fine Assessments.** All fine assessments shall be due and payable immediately upon notice of such fine or assessments shall be due and payable immediately upon notice of such fine or assessment, as set forth in the Policies and Procedures for Enforcement as set forth below. Notwithstanding anything to the contrary in these Rules and Regulations and in the Policies and Procedures, the Association shall be entitled to take such action and perform such work as specified in these Rules and Regulations or as otherwise permitted or required by law, the Declaration or the Bylaws, prior to, in the absence of, or during the pendency of any hearing.

Unit Owners shall be personally, jointly, and severally liable for all fines/penalty assessments. In the event a fine assessment is not paid within ten (10) days, the Association may thereafter commence an action at law, or in equity, or both, against any Unit Owner personally obligated to pay the same, for recovery of said assessment plus late charges, as aforesaid. The prevailing party shall be entitled to recover its reasonable attorneys' fees and associated costs and expenses incurred in connection with such legal proceedings.

19. Covenant and Rule Enforcement. The following is a summary of key provisions for covenant and rule enforcement.

Complaints: May be made by an Owner, resident, board member of Manager. Must be in writing unless they can be independently verified by the Association.

Steps: Letter Sent to Owner Days to Correct From Date of Letter

Courtesy Letter	10
Fine Threat Letter	10
Second Letter (actual fine after notice and hearing)	10
Third Letter (fine with threat of legal action)	10
Fourth Letter (fine and turnover to legal counsel)	10

Turned over to legal counsel

Hearing: At least 10 days notice given by Board to Owner
Board decision within 15 days of hearing

Fines Schedule:	First Violation	Fine Threat Letter
	Second Violation	\$25.00
	Third Violation	\$50.00
	Fourth and subsequent violations	\$100.00