

**Longview Park Owners Association
Rules and Regulations**

Revised November 15, 2015 and adopted January 20, 2016

Longview Park Owners Association, a Colorado non-profit corporation (the "Association"), by virtue of authority provided in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") of the Longview Park Townhomes Project (the "Project"), and in the Articles of Incorporation and Bylaws of the Association, does hereby publish and declare the following as Rules and Regulations respecting the Longview Park Units, Townhomes, Common Areas and all property of the Association for common use, and respecting the use and occupancy by Owners and their tenants, guests, and invites ("Related Users") of the Townhomes and Common Areas and Association property. For the purpose of these Rules and Regulations, "Violator" shall refer to either an Owner and/or Related User.

- 1. Purpose.** These Rules and Regulations are made for the purposes of promoting the best interests of Owners and/or Related Users of Townhomes in the Townhomes Project, to secure full, fair and safe utilization and enjoyment of the Townhomes Project by such Owners and/or Related Users, to protect and enhance the property values of the Townhomes Project as a pleasant place in which to live.
- 2. Applicability.** These Rules and Regulations are applicable to all Owners and/or Related Users, and shall be deemed in addition to, and not in lieu of, all applicable provisions of the Declaration, Articles of Incorporation and Bylaws. Each such Owner is responsible and liable for the acts or omissions of such Owner's Related Users respecting compliance with these Rules and Regulations and the Declarations, Articles of Incorporation and Bylaws. The Declaration and the Bylaws each provide that, where these Rules and Regulations provide for liquidated damage sums in favor of the Association for specific violations, the failure to comply with such applicable Rules and Regulations shall cause, at the option of the Association and on notice to the Owner, such liquidated damage sums to be a special assessment against such Owner's Unit, for which the Association shall have lien and collection rights specified in the Declaration. Therefore, in all cases, an OWNER IS LIABLE FOR ALL FEES FOR VIOLATIONS OF THESE RULES AND REGULATIONS BY SUCH OWNER AND/OR RELATED USERS. The Association reserves all remedies for collection of such fees as are specified in the Declaration, including foreclosure of the lien therefore against an Owner's Unit.
- 3. Related User(s).** Each Owner who rents his/her Townhome to a Related User shall advise the Association or the Association's Managing Agent in writing of such fact; and each Owner shall make available to such Related User a copy of these Rules and Regulations so that the Association may be better able to prevent or correct violations of these Rules and Regulations. If an Owner subject to these Rules and Regulations executes a rental management agreement respecting his Townhome, the Owner shall promptly notify the Association of such fact and the name and address of the rental management agent. Owner shall also require in writing (in a lease or management agreement) that Related Users or rental management agents comply, and require their Related Users to comply, with these Rules and Regulations.

4. General Rules and Regulations.

- a. **Storage/Exterior of Townhomes.** Those exterior portions of Townhomes utilized for ingress to and egress from the Townhomes including, without limitation, exterior driveways, stairs, stairways and walkways, shall not be obstructed or used for any purposes other than for ingress to and egress from the Townhomes, except for operable vehicles which may be permitted to be parked within a non-common driveway to a Townhome. Boats, campers, trailers, bicycles, baby carriages, or other personal property, of whatever nature or size, shall not be parked or stored on/under the Common Areas in the Project or on/under the exterior stairs, stairways, walkways, decks, or driveways. Bicycles, baby carriages, children's toys, or other personal property may remain outside of the Owner's unit during the daytime, but must be stored inside the garage/unit at the end of the day or when not being used on a daily basis.

Recreational vehicles such as RVs, snowmobiles, ATVs, rafts, kayaks, toppers, U-Haul trucks, and flatbed trucks are allowed to be parked for not more than 72 hours for the purpose of loading and unloading only. Items parked for more than one night must be logged in and out at the Managing Agent offices. Email and text/voice messages will be accepted by the Manager for up to 72 hours of parking. Parking extensions for periods greater than 72 hours require Board approval. The Board, or the Manager at the Board's direction, may elect to impose a fine for items parked without approval or to have vehicles impeding access for other residents towed at the sole expense of the registered owner.

Storage of ladders and other equipment needed by painters or carpenters is permitted during contracted work, as well as other temporary staging of LPOA materials as required by the Managing Agent. This includes temporary storage of satellite dishes that have been removed by the Association for later transport to an appropriate disposal site.

In the event of any complaint/dispute, the Board will make a determination as to what is acceptable and such decision shall prevail.

- b. **Outdoor Home Accents.** Decorative pots and container flowers are traditionally acceptable outdoor home accents and can be hung or placed on decks/patios, front entry area, between the garage doors, or in the mulch areas; however, placement must be such as not to impede ingress/egress. Empty flowerpots that are not decorative in nature are not considered to be acceptable outdoor home accents. Welcome/garden statues at the front door area or in the mulch beds are permitted. In the event of any complaint/dispute, the Board will make a determination as to the definition of "decorative" and such decision shall prevail. Bird baths or other traditional yard ornaments are also permitted if in mulch beds, but require prior approval by the Board.
- c. **Noise.** Disturbing noises will not be made in any Townhome nor shall anything be done that will interfere with the rights, comforts or convenience of other Owners and/or Related

Users. Musical instruments, radios, T.V.s, hi-fis, tape recorders, stereos, or the like, whether within or outside of any Townhome, shall not be played between the hours of 10 o'clock P.M. and the following 8 o'clock A.M. if the same shall disturb or annoy other Owners and/or Related Users.

- d. **Unattended Children.** Children shall not be permitted to loiter or play unattended on the Common Areas or on the road.
- e. **Decks and Patios.** Nothing shall be thrown or emptied out of Townhome windows or doors or in the Common Areas. Nothing other than normal deck or patio furnishings shall be placed on decks/patios or accessories hung or placed outside of the windows or on decks/patios so as to be visible from an exterior view of a Unit. To clarify, patio furnishings being used as intended on the deck or patio is permitted; however, storage of these items under the deck when not in use is not permitted. In the event of any complaint/dispute, the Board will make a determination as to what is considered normal deck or patio furnishings or accessories and such decision shall be final and unappealable.

Other than the aforementioned normal deck or patio furnishings or accessories, nothing may be stored on or hung from decks or patios that extend above the deck or patio rail or below the deck floor, nor may decks or patios be used for storage of items other than stated in this paragraph (e.g. tires, garden tools, etc.). **Exception:** Use of sail shades is permitted between Memorial Day weekend and September 30th, contingent on the Owner first submitting an Architectural Review Request for prior Board approval.

- f. **Grills and Patio Heaters.** Only one 'LP' (liquid propane), or natural gas, or electric BBQ grill is permitted on any deck or patio, and ABSOLUTELY NO CHARCOAL is permitted to be used on any deck or patio. No chimineas or wood burning devices are permitted on any deck or patio. One deck/patio propane heater is permitted, but must be approved in advance by the Board.
- g. **Pets.** An Owner of a Townhome and/or Related Users may keep not more than two dogs or cats for household enjoyment and not for commercial purposes. (Reference Declaration, Article 12, Paragraph 12.01(b).)

No dog or cat shall be allowed or permitted to run at large within the Property. All dogs and cats shall at all times be within a Townhome or accompanied/attended by (on a leash and under the control of) an Owner and/or Related User.

An Owner and/or Related User of a dog shall not permit such dog to bark during the night such that the barking can be heard in neighboring Townhomes.

Owners and/or Related Users of dogs shall clean up and remove the excrement of such dog immediately after it has been dropped. Storage (for disposal later) of dog excrement in

bags or other containers on or under the stairs/stairway, or on or below the deck, or anywhere outside the Townhome is not permitted.

If a violation of this section 4(g) occurs, the Owner of the Townhome shall be liable to the Association for liquidated damage assessments as provided in Paragraph 7 herein. The written complaint to the Managing Agent or to any Director of the Association by the Owner and/or Related User of any other Townhome in the Townhomes Project, setting forth in detail the violation of these provisions, shall require the Board of Directors or Managing Agent to assess such liquidated damages assessments after prompt notice and hearing on such complaint.

- h. Trash, refuse, and waste containers** shall not be stored or kept on any Common Areas or outside of any Townhome. Owners and/or Related Users with curbside refuse pickup service shall not place refuse containers at the curb for pickup until after 6:00 a.m. on the morning of their scheduled collection day. After pickup, all refuse containers must be returned to the Owner's garage by 8:00 p.m. No flammable substances shall be stored on any deck or balcony.
- i. Water** shall not be left running for any unreasonable or unnecessary length of time in any of the Townhomes or in any structure in the Common Areas. It is expressly prohibited for anyone except for the landscaping contractor hired by the Association, or the Managing Agent, to use Association irrigation control boxes for any reason.
- j. Windows and Signage.** No exterior window shades, awnings, or window guards shall be installed or used except as shall be approved in advance by the Association.

No signs, posters, or advertisements of any kind shall be placed on the surface of windows or doors or upon other exterior surfaces of Townhomes without the prior written approval of the Executive Board. The Association does permit the display of political signs by the Owner and/or Related User of a Unit within five (5) feet around the perimeter of the individual Townhome or in a window of the Unit; except that such signs are not permitted to be displayed earlier than 45 days before Election Day or later than seven (7) days after an election. A political sign is one that "carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall or a public official, or the passage of a ballot issue." One political sign per political office is permitted and one sign for each ballot issue that is contested in a pending election is permitted. The maximum size of a political sign must comply with all applicable city, town, and county ordinances that regulate the size of political signs on commercial property and such sign must not exceed thirty-six (36) inches by forty-eight (48) inches.

- k. Exterior antennae, aerial, satellite dish, or electrical wiring.** No antennae, aerial, outside wiring, exterior-vented air conditioning, or similar connection or installation shall be installed outside of any Townhome. Any such antenna, aerial, or wiring erected on the roof

or exterior walls of any Townhome without prior written consent of the Association may be removed without notice.

Notwithstanding the foregoing, each Townhome may install one (1) satellite TV dish, not greater than three (3) feet in diameter, for provision of television to such Townhome, provided that the location of same is first approved by the Board of Directors or the Association's Managing Agent. In addition, cable from dish to point of entry into Unit must be tucked into the lap siding or hidden so it is not visible from the exterior. Owners are responsible for any damages to the exterior of a Unit caused by the installation of a satellite dish. Related Users must have written consent from the Owner before a satellite dish is installed, with said Owner having received prior written consent from the Association for such installation. When a Unit is sold, or a Related User moves out, any existing satellite dish must be removed; and the Owner will be held responsible for the cost of any repairs to the exterior site where the satellite dish was mounted and removed.

- i. Holiday Decorations.** Owners and/or Related Users are permitted to display exterior holiday decorations and lighting. No more than one (1) animated or lighted display per unit will be permitted in the Owner's or Related User's yard, unless approved by the Board. Holiday decorations and/or lighting in the yard may be displayed no earlier than the weekend prior to Thanksgiving and must be removed no later than the weekend after New Years. Holiday lighting affixed to the unit/garage roofline or windows may be set up/displayed no earlier than November 1st and must be removed no later than April 1st. Owner and/or Related User will be responsible for any damages caused by attaching holiday lighting to the exterior of the townhome, as stated in Declaration Paragraph 7.05. The Board shall determine whether or not there are any damages as set forth in this paragraph as well as the amount of such damages. This decision of the Board shall be final and non-appealable.
- m. Machinery and Hazardous Materials.** Unless approved by the Association, Owners and/or Related Users shall not install or operate in the Townhomes any machinery, or equipment (other than kitchen appliances, washing machines, dryers, and fans) or use any illumination other than electric light, or use or permit to be brought into any Townhome any flammable oils or fluid or other explosives or articles deemed hazardous to life, limb or property.
- n. Patriotic and Service Flags.** So long as the display of the American Flag complies with the Federal Flag Code, Owners and/or Related Users are permitted to display a current American flag, or a current American State flag, which is no larger than 3' X 5' on the inside of a window or door of the unit, on the deck, or on the front entry way of the unit. When displayed on the deck or front entry way, the flag shall be mounted on a 5' spinner pole and attached to the deck/unit by way of non-rusting bracket/screws.

Owners and/or Related Users may also display a Service Flag with a star denoting the service of the Owner and/or Related User and/or a member of the Owner's and/or Related User's immediate family in the active or reserve military service during a time of war or

armed conflict. These flags may be displayed on the inside of a window or door of the unit, and the maximum dimensions shall not exceed 9" X 16".

Additionally, local school, or collegiate, or professional sports team flags may be displayed, but only on game day. Display of any other flag must first be approved by the Association.

5. Parking Area Regulations and Maintenance of Vehicles. All abandoned and non-operational vehicles will be removed by the Association. No vehicle shall be left standing in a driveway or on the road in a non-operative condition, nor shall there be any repairs, maintenance or lubrication of vehicles done in the driveways. Owners and/or Related Users are to observe the "Guest Parking" and "No Parking" areas that have been designated in the cul-de-sac to relieve parking congestion in this confined area and so as not to impede ingress and egress to an Owner's and/or Related User's driveway or garage access. The Board, or the Manager at the Board's direction, may elect to have vehicles in "No Parking" areas or impeding access for other residents towed at the sole expense of the car owner.

6. Architectural Guidelines.

a. Landscaping. No modifications to the landscaping are permitted by an Owner and/or Related User with the exception of an area within five (5) feet around the perimeter of the individual Townhome. Prior to modifications to this area, the Owner and/or Related User of the Unit must submit an Architectural Review Request and landscaping plan to the Board of Directors for approval. *Also see Declaration Paragraphs 5.04 and 7.04.*

b. Exterior Modifications. In the event that an Owner and/or Related User wishes to add to or modify any item on the exterior of their Townhome, a written description of the change must be submitted to the Board of Directors for approval. Certain exterior modifications have already been approved previously by the Association such as Windows, Doors or Awnings, however, an Architectural Review Request for each project must still be submitted to the Board for approval. Specifications for these approved modifications are available from the Managing Agent and/or available on the Association's website at <http://LongviewParkHOA.com>. Please note that approval by the Board of Directors is independent of any review, revision, approval or permitting required by the City of Steamboat Springs. The Owner or User is responsible for obtaining all City approvals needed before beginning any project approved by the Board. The Board will review and approve new Architectural Review Requests at the next regular meeting. Requests should be submitted at least 3 business days prior to the scheduled meeting. The Board may also choose to review a Request and vote via email, at their discretion. Approvals completed via email review and voting will be formally documented in the minutes of the next regular Board meeting. *Also see Declaration Paragraphs 7.04 and 7.07.*

7. Penalties. For each and every violation or infraction of any rule or regulation specified in paragraphs 4, 5 & 6 above, the penalty which may be assessed by the Association on written notice to the Owner/Related User shall be as follows:

1st Violation	Written Warning
2nd Violation	\$100
3rd Violation	\$200
Additional Violations	\$500

Upon written or electronic mail notification to the Owner/Related User of a violation or infraction of any rule or regulation specified in paragraphs 4, 5 & 6 above, the Owner/Related User has a period of two (2) days from the date of such notice in which to correct the said violation or infraction, unless additional time for correction is approved by the Association. The Board may also, at its option, provide a copy of such notice to the Related User(s). In the case of a continuous violation, if the Violator does not come into compliance within two (2) days, or more at the discretion of the Board, the Association will follow the procedures, outlined in Paragraph 2 of the "Longview Park Owners Association Policies and Procedures". The Owner/Related User may request a hearing to challenge or contest any alleged violation and possible fine as also outlined in Paragraph 2 of the "Longview Park Owners Association Policies and Procedures" document.

- 8. Release of Governing and Financial Documents.** At the request of an Owner engaged in the selling of a Unit, the Owner may authorize the Association to provide to the buyer all of the Association's governing and financial documents listed in the most available version of the purchase contract promulgated by the Colorado Real Estate Commission as of the contract's date. At the request of the Owner, access to the Association governing and financial documents will be provided by the Association's Managing Agent. The Association may charge its actual cost for providing copies of the documents requested by the seller.

SECRETARY'S CERTIFICATION: The undersigned, being the Secretary of Longview Park Owners Association, a Colorado non-profit corporation, certifies that the foregoing Rules and Regulations were adopted by the Executive Board of the Association, at a duly called and held meeting of the Board on January 20, 2016, and in witness thereof, the undersigned has subscribed his/her name.

LONGVIEW PARK OWNERS ASSOCIATION, a Colorado non-profit corporation

By: Holly B. Weik
Secretary