

Rules and Regulations
of
Indian Wash Townhomes
a Colorado Condominium Corporation

Pursuant to the Bylaws of the Indian Wash Townhomes, A Condominium Project, and the Declaration of Covenants, Conditions and Restrictions of the Indian Wash Townhomes, A Condominium Project, the Board of Directors hereby establishes the herein Rules and Regulations to govern the use of the Condominium Units, Common Area, Limited Common Areas, and the facilities thereon, and the personal conduct of Owners, Residents, and Visitors. The Fines Schedule establishes penalties for infractions of these Rules and Regulations, the Declaration of Covenant, Conditions and Restrictions, and the Bylaws of the Association.

As used in these Rules and Regulations, unless the context otherwise requires, the terms hereafter set forth shall have the following meanings:

- “Board of Directors” or “Board” means the governing body of the Association.
- “Common Areas” Shall Mean the Indian Wash Townhomes, except the portions thereof which constitute Units, and includes all facilities, improvements, and fixtures contained or maintained in the Indian Wash Townhomes.
- “Declaration of Covenants, Conditions and Restrictions” Shall be referred to as “Declarations” and shall mean the Indian Wash Townhomes Condominium Declaration, as it may be amended from time to time.
- “Limited Common Areas” means those common areas which are reserved for the use of certain Owners to the exclusion of the others, including but not limited to, certain patios, decks, yard or lawn areas located beside a Unit and garages and Owner-designated parking spaces.
- “Managing Agent” means the person or entity employed by the Board to perform the management and operational functions of the Indian Wash Townhomes.
- “Owner” refers to any record owner of fee simple interest in any Unit.
- “Resident” means the Owner or legal occupant.
- “Unit” shall mean and refer to a condominium unit in Indian Wash Townhomes.
- “Visitor” means the license, business or social invitee or a Resident of the Indian Wash Townhomes community.

- “Indian Wash Townhomes, A Condominium Project” or “Association” shall mean the governing body of the Indian Wash Townhomes Community, the members of which shall be all of the Owners.

These Rules and Regulations and the Fine Schedule are established for the mutual benefit of all Residents of the Indian Wash Townhomes Community. The Board or its authorized representative shall have the right, power, and authority to enforce the provisions in a manner consistent with the purpose for which they are intended.

Indian Wash Townhomes is an association of individuals and a community of residents with a common interest. That common interest is to maintain the highest quality of life for all residents. The Indian Wash Townhomes Community is not an apartment complex where we pay the rent and someone does all the work for us.

Remember.....to have a good neighbor, you must first be a good neighbor.

Here are some facts you will want to know:

MAINTENANCE:

Maintenance of all Common Area is provided by contract labor. Maintenance includes all outside painting and roof repair or replacement.

Repairs inside a Unit are the responsibility of the Unit Owner and not that of the Association.

ASSOCIATION MEETINGS:

Are open to all Residents of the Indian Wash Townhomes Community. Notification will be by posted notice at each of the units or by mail. Additional closed meetings may be held at the discretion of the Board.

RULES AND REGULATIONS

1. GENERAL RULES

- A. These Rules and Regulations, the Declaration, the Articles of Incorporation, and the Bylaws relating to the Indian Wash Townhomes Community shall be enforced by the Board, unless specifically stated otherwise, and fines for infractions may be levied in accordance with the provisions set forth in said Fine Schedule.
- B. Parents are deemed responsible for infractions committed by their children; and Owners, generally, are deemed responsible for infractions committed by their invitees and visitors.

Noise Ordinance

- C. No one subject to these Rules and Regulations shall make or permit loud noises or play musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other Residents of the Indian Wash Townhomes Community. Volumes on the previously mentioned item and their like shall be lowered between the hours of 10:00 p.m. to 7:00 a.m.
- D. No advertisements, sign, notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed within the Indian Wash Townhomes Community, except as otherwise expressly stated in these Rules and Regulations, without written permission from the Board.
- E. Garments, rugs, clothing, or other household items may not be hung from windows, fences, or façade of the buildings. No clotheslines or racks of any type shall be placed outside any property in the Indian Wash Townhomes Community.
- F. No fireworks or firearms may be fired or discharged within the Indian Wash Townhomes Community.
- G. Any immoral, improper, offensive, or unlawful act may be reported to the appropriate governmental authorities and will be deemed an infraction of these Rules and Regulations.
- H. No flammable, combustible, or explosive fluids, chemical, or substances shall be kept on the property except those required for normal household use.
- I. The Board reserves the right to make additional rules and regulations as may be required from time to time without consent of the Owners or the Association. These individual rules and regulations shall be binding as all others previously adopted.

2. FIANCIAL POLICY

A. Monthly Assessments

All monthly assessments are due and payable, in advance, on the first of each month.

- a. Payment is delinquent on the 16th day of the month.
- b. Sixteen (16) days from due date a late charge in the amount of \$10.00 shall be assessed. Owner shall be notified that account is delinquent and the late charge assessment.
- c. **When the account is \$300.00 delinquent, a lien shall be recorded by the Association on the Owner's unit. Costs incurred by the Association, including attorney fees and court cost, in recording a lien shall be assessed to the delinquent Owner's account.**

- d. If the account is not satisfied within 60 days, all additional attorney's fees and court costs become the responsibility of the Homeowners Association.

B. Delays in Mail Delivery

The Association shall not be responsible for delays in the mail. Payments shall be received and credited to the Association account before the 16th day of each month, or first business day thereafter, in order to avoid the late charge.

C. Special Assessments

The Board shall have the right during any calendar year to levy and assess against all of the Owners a special assessment for such purpose or purposes, in accordance with the declaration, the Bylaws, or Articles, as may be necessary to keep the Indian Wash Townhomes Community as a first class residential property. Special Assessments shall be payable as published by the Board.

3. PETS

- A. No animal, other than common household pets, shall be kept or maintained in any Unit. Common household pets shall not be kept, maintained or bred for commercial purposes in any Unit. Common household pets are limited to dogs, cats, birds, hamsters, fish, rabbits and the like. Wolves, leopards, tigers, lions, snakes, reptiles, birds of prey, insects, cattle, horses, monkeys, poultry and the like are specifically excluded from common household pets. In the event of a dispute about a co-owner's right to maintain a household pet, the Board shall be the absolute and final judge of this right; and allegation that a creature is domesticated shall not govern the Board's determination of whether the creature is one of those commonly and ordinarily considered a household pet.
- B. All pets will be kept clean, quiet, and controlled. Dogs, cats, and other pets shall be on a leash and shall be accompanied by its owner when on Common Areas.
- C. Each pet owner, when accompanied by their pet in a Common Area or a Limited Common Area, shall carry a device with which to pick up pet excrement and a container for its disposal in a sanitary manner
- D. Pets may be tied out to a stationary device in the Limited Common Area appurtenant to the Unit within which the pet resides for a period of time not to exceed thirty (30) minutes per occurrence.
- E. Pet owners and/or the related Unit owner will be held responsible and liable for any property damaged, injury, or disturbance which pets may cause or inflict. Any Unit Owner or whose visitor keeps or maintains any pet upon any portion of the Unit shall be deemed to have indemnified and agreed to hold the Association, and each of its members, free and harmless from any loss, claim, or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Unit or while the pet is on Indian Wash Townhomes property.

- F. All pets are required to be registered and inoculated as required by law.
- G. Unleashed or unaccompanied animals (other than those tied out for 30 minutes) may be confined and turned over to the appropriate shelter.
- H. The Board shall have the right to order any person whose pet is a nuisance, to remove such pet from the Indian Wash Townhomes Community.
- I. Failure to comply with these rules regarding pets could result in added expense to the Owner, in accordance with the Fine Schedule.

4. NUISANCES

- A. No noxious or offensive activity shall be carried on upon any the part of the Indian Wash Townhomes Community which is, or may become an annoyance or nuisance or cause embarrassment, disturbance, or annoyance to others. No activity shall be conducted on any part of the Indian Wash Townhomes Community and no improvements shall be made or constructed thereon which are or might be unsafe or hazardous to any person or property. No sound shall be emitted on any part of the Indian Wash Townhomes Community which is unreasonably loud or annoying.
- B. No odor shall be emitted on any part of the Indian Wash Townhomes Community which is noxious or offensive to others. Without limiting the generally of the foregoing, pet pollution shall be removed daily from the Unit patio area (and appurtenant grass) in accordance with the Grand Junction Zoning Code, as well as with these Rules and Regulations.
- C. Nuisance categories shall be pollution of Common Area, Limited Common Areas, noise, destruction of property, hanging laundry outside a Unit or in a Common Area or Limited Common Areas to dry, chaining pets to Common Area or Limited Common Areas in excess of thirty (30) minutes per occurrence, and failure to clean up pet excrements.

5. VEHICLES, GARAGES, TRAFFIC POLICIES, AND PARKING

A. Vehicles

- a. No trucks, commercial vehicles, trailers, mobile homes, truck mounted campers or detached camper units shall be kept, stored or maintained upon the Common Areas; provided, however, that commercial vehicles may be parked in designated parking areas upon the Common Areas for up to seventy-two (72) hours. Boats and other similar watercraft shall not be kept, stored, parked or maintained on the Common Areas. No damaged or unsightly vehicles shall be kept, stored, parked, or maintained upon the Common Areas.

- b. Minor repairs to vehicles which can be accomplished within four (4) hours are permitted. No dumping of oil, antifreeze, or debris from motor vehicles is permitted. In addition to fines levied, a cleanup fee will be assessed to the offending Owner for himself or Visitor, for each incident.
- c. Derelict and/or abandoned vehicles are not permitted except within enclosed garage. Any Board member has the authority to notify the appropriate agency to have the vehicle ticketed and then towed at the vehicle owner's expense.

B. Garages

Garage doors shall be kept closed except for ingress and egress. This is for aesthetic purposes as well as the safety of Residents and protection of children.

C. Parking

- a. Visitor vehicle may be parked in the designated Limited Common Areas, subject to the permission of the Owner of such Limited Common Area parking space. Failure to comply will subject the Visitor's vehicle to towing at the vehicle owners expense.
- b. Resident vehicles may be parked in the Resident's designated Limited Common Area parking space, whether it be outdoors or inside a garage. Residents who park (or whose visitors park) in someone else's designated parking space are subject to immediate towing, at their expense, without notice.
- c. Each Unit shall have the right of ingress and egress in and upon its appurtenant parking space(s). In no case shall parking partially or totally block any designated parking space. Any vehicle parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or garage may be immediately reported to the appropriate authority and ticketed and/or subject to immediate towing without notice, and at the vehicle owner's expense.
- d. There shall be no parking permitted where indicated by NO PARKING signs. All driveways and throughways are designated as fire lanes and must be kept clear. Vehicles parked in fire lanes may be ticketed and/or towed. Anyone parked next to a fire hydrant is subject to immediate ticketing and/or towing. Residents are encouraged to call Grand Junction Police Department for enforcement.
- e. Towing costs shall be at the expense of the offending Owner, Visitor, or invitee, as applicable; provided, however, that the offending Unit's Owners shall be additionally subject to the Fine Schedule set forth herein for second and subsequent offenses.

6. VANDALISM

- A. If, due to the act or neglect of an Owner, as Resident, or a Resident's Visitor(s) or family, loss or damage shall be caused by any person or property, including the Indian Wash Townhomes Community or any Unit or facility of the Indian Wash Townhomes Community, the Owner of the Unit to which such offensive behavior is attributed shall be liable and responsible for same except to the extent that such damage or loss is covered by insurance obtained by the Association and the carrier has waived its rights of subrogation against such Owner.
- B. The amount of such loss or damage which is not so covered by Association insurance may be collected by the Association from such Owner as an assessment against such Owner, by legal proceedings or otherwise and such amount (including reasonable attorney's fees and court costs) shall be secured by a lien on the Unit of such Owner as provided in the Fine Schedule for assessments or other charges.

7. DESIGN STANDARDS

A. Certain Work Prohibited

No Owner or Resident shall enclose, by means of screening or otherwise, any yard, deck, or patio which is accessible from, associated with and which adjoins a Unit, without having first obtained the prior written approval of the Board (which approval may be withheld for any reason whatsoever) for such enclosure and with respect to the materials, plans, and specifications for such enclosure. The Board may delegate its approval authority to the Architectural Control Committee, which shall be composed of at least three (3) members of the Association.

B. Owner's Maintenance Responsibility

Owners are deemed to own and shall have the right and obligation to maintain and repair the Unit's doors and window, and any patio, yard, or deck enclosure. No Owner shall, however, make any changes or alterations of any type or kind to the exterior surfaces of the doors or window to his or her Unit nor to any Common Areas (including but not limited to, the exterior portions of his or her Unit without Board approval).

C. No Unsightliness

No unsightliness or waste shall be permitted on or in any part of the Indian Wash Townhomes Community. Without limiting the generality of the foregoing, no Owner shall keep or store anything (except in designated storage areas) on or in any of the Common Areas; nor shall any Owner hang, erect, affix, or place anything upon any of the Common Areas; and nothing shall be placed on or in windows or doors or Units, which would or might create an unsightly appearance. Such architectural alteration shall include, but not limited to solar devices, fences, canopies, awnings, antennae, clotheslines, windsocks, hammocks, porch swings, wind chimes, and window air conditioners that are erected or maintained on any part of the Indian Wash Townhomes Community or Unit therein.

D. Exterior Changes

No exterior addition, or change or alteration shall be made until the plans and specifications showing the nature, kind, shape, height, materials, location, and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or an Architectural Control committee appointed by the Board and composed of not less than three (3) Association members. Any such item so installed without the written approval of the Board or the Architectural Control committee, as applicable shall be deemed to be a violation of these Rules and Regulations.

a. Exceptions:

1. Simple screen doors may be permanently affixed to the main entrance of a Unit as per specifications available from the Board. Any screen door that deviates from the standard shall be submitted for approval by the Board prior to installation. If installation occurs without approval, the Board reserves the right to have the Owner remove said door upon written notice, at the Owner's expense.
2. A 'No Solicitors' sign, professionally printed, may be placed on an exterior Unit door or window facing outward.
3. The fire department's "Totfinders" sign and the police department's "Neighborhood Watch" sign may be placed as appropriate in a window or on the exterior door of the Unit.
4. One professionally printed "For Sale", or Realtor sign is permitted. Signs will be no larger than 24 inches by 24 inches. The "For Sale" sign may be placed in the Common Area in front of the Unit.
5. Sun block blinds which are essentially unnoticeable when in a retracted position may be suspended from patio ceilings during those hours of the day when strong sunshine would otherwise project into the Unit; provided, however, that the composition and style of the blind must first be approved in writing by the Board or is designated representative (i.e., the Architectural Control Committee).
6. Plants may be suspended from exterior ceilings of patios and entrance ways provided, however, that the plant is maintained in an attractive condition and does not interfere with access to and from a Unit nor upon a walkway.
7. Patio furniture, playpens, grills, portable swings, and the like are permitted on patios provided, however, that patios shall be kept neat and clean. The appropriateness of an item kept on a patio shall be determined solely by the Board or is designated

representative, (i.e., the Architectural Control Committee), whose decision shall be final. Furthermore, if a grill is permanently affixed to a patio's surface, it shall be deemed a fixture and its removal shall be subject to the appropriate repair of the underlying patio cement by the removing owner.

E. Enforcement and Penalty

Upon written notice of an architectural design violation, the Owner shall have seven (7) days in which to correct the violation. Correction shall be reviewed by a Board member or the Architectural Control Committee. Should the Owner fail to comply after seven (7) days, the Board, or its designee, shall have the option of removing said violation at the owner's expense and/or fining the Owner \$25.00 a day for each day the violation exists past the seven-day period.

8. NEGLIGENCE

- A. In the event that the need for Maintenance or repair is caused through the willful or negligent act of an Owner, his or her family or Visitor(s) the cost of such maintenance or repair shall be assessed to the Owner's account and become due and payable upon receipt of said invoice.
- B. The use of roof areas as recreational area, for non-emergency access to a Unit, or for sunbathing shall not be permitted. The Association shall not be responsible for damage caused by negligence and such costs of repairs shall be assessed to the Owners account and become due and payable upon invoice.

9. TRASH AND TRASH RECEPTACLES

- A. Trash receptacles must be kept inside the Unit or garage until it is placed outside for removal by trash service.
- B. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any part of the Indian Wash Townhomes Community and no odors shall be permitted to arise therefrom so as to render any such property of an portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants.

10. USE AND OCCUPANCY OF UNITS: LEASING

A. Use and Occupancy

Each Owner is entitled to the exclusive ownership and possession of his or her Unit. Each Unit shall be used for residential purposes only, and no Unit shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. Each Unit, for purposes of the foregoing sentence, is deemed to accommodate safely a maximum of two permanent occupants per bedroom. No Unit shall be used at any time for any business or commercial activity.

- a. The Owner thereof may not lease or rent such Unit for commercial or private residential or living purposes.

B. Leasing of a Unit

The Owner of a Unit may not lease or rent said unit under any conditions.

11. ENFORCEMENT

- A. Enforcement procedures under these Rules and Regulations may be exercised independently of any enforcement actions undertaken by local, county, state, or federal authorities.
- B. If the Associations brings a legal action to enforce any provision hereof, the violating party shall be subject to liability for cost, expert witness fees, and reasonable attorney's fees.
- C. All complaints pertaining to infractions of the Rules and Regulations of the Indian Wash Townhomes Community, unless otherwise expressly stated in said Rule or Regulation, must be in writing addressed to the Board and the Managing Agent. The complaint must state the following:
 - a. Name or identity of individual(s) committing the infraction;
 - b. The Unit number with whom the individual is associated and some description of the nature of the relationship, i.e. Visitor, Owner, Resident, etc., if know;
 - c. Identification of the Rule or provision violated;
 - d. The date, time, and place of the infraction;
 - e. The name, address, and telephone number of the person making the complaint, and a brief description of the complaining individual's relationship the Indian Wash Townhomes Community.
- D. Upon receipt of a written complaint, the Board and/or Managing Agent shall notify the Unit Owner and the person charged with committing the violation that a complaint has been received.
- E. The offended of the Unit Owner, his or her Visitor(s) shall be attributable to the Unit Owner.

FINE SCHEDULE

Notice:

Written notification of violations, shall be served on the Owner by (1) mail, (2) in person, (3) posting at the Unit entrance or (4) posting on vehicle.

Hearing:

An Owner shall have the right to appear before the Board at a regular Board meeting and shall advise the Managing Agent or a board member of intent to do so, not less than

five (5) days prior to a scheduled Board Meeting. The Owner has the right to present evidence, present witnesses and cross examine complainants and be represented by council. Following a hearing and sentence, the decision of the Board shall prevail.

Fine Schedule:

The fines for violation of the Rules and Regulations of the Association of the Declaration of Bylaws shall be:

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| (1) | First Offence | Notice of violation to Owner. |
| (2) | Second Offence | Notice of violation to Owner and \$25.00 assessed to Owner's account. |
| (3) | Third Offense | Notice of violation to Owner and \$50.00 assessed to Owner's account. |
| (4) | Fourth and Subsequent Offences | Notice of violation to Owner and \$100.00 assessed to Owner's account. |
| (5) | The board may impose additional fines for habitual offenders. | |
| (6) | Fines expressly stated within the Rules and Regulations are not affected by the Fines Schedule and may be imposed in addition to those fines enumerated herein. | |

Additional Sanctions:

Pursuant to the Bylaws and the Declaration of the Association, the Board, in its' discretion, may suspend and Owner's voting privileges until an assessed fine is paid in full.

Interest Rate:

Any fine not paid within thirty (30) days of its due date, its due date being the next scheduled due date of a Homeowners Association assessment, shall accrue interest at the rate of eight percent (8%) per annum on the balance due.