

PEPPERTREE HOMEOWNERS ASSOCIATION
RULES & REGULATIONS
Revised January 2007

The Board of Directors for the Peppertree Homeowners Association put into effect on February 1, 2001, Rules and Regulations for the townhouse areas. They shall apply to all homeowners and tenants, their families and guests, and are binding. The purpose of the Rules and Regulations is to enhance the quality of life, preserve and improve personal and common property values, and to provide a way for neighbors to resolve their differences. These Rules and Regulations are consistent with and in addition to Article II of the Declaration of Covenants of the Association.

All owners, managerial agencies, and residents have the responsibility to comply with the Rules and Regulations. Failure to comply shall result in action by the Board of Directors in accordance with Article II of the Declaration of Covenants of the Association.

The Declaration of Covenants provides enforcement without limiting any Owner of the Association in any proceeding at law or in equity to enforce any term or provision of this Declaration, specifically including the restrictions contained in the Covenants. The following enforcement remedies shall be allowed:

- Any Owner shall be personally liable for any loss or damage to the Common Elements as a result of his or her negligence or violation of any provision in this Article including the negligence or violation caused by occupants, guests, or invitees of his or her unit, inclusive of tenants and family members. The Association may levy a special assessment against such Owner for such losses or damages, and collect and recover the same against such Owner in the same manner as any other special assessment may be collected or recovered as provided in the Articles of the Declaration.
- The Association may on behalf of all Owners, or an Owner may on behalf of himself or herself, commence and maintain any legal proceeding at law or in equity for the purpose of recovering damages for, or abating, or enjoining, any violation of the Covenants. In such legal proceedings, the Association shall on behalf of all Owners, or any Owner shall on behalf of himself or herself, be entitled to recover their legal costs and expenses incurred for such legal proceedings, including a reasonable attorney's fee.

I. COMMITMENT TO RULES AND REGULATIONS

Any owner selling or leasing a unit shall provide the new owners, or lessor, with a copy of the Rules and Regulations in duplicate. The new owner, or lessor, shall indicate he or she has reviewed the Rules and Regulations and understands all the conditions by return of a signed and dated copy of the Rules and Regulations to the Secretary of the Peppertree Homeowners Association before occupancy of the unit. Tenants of properties that are already leased will be provided with a copy of this document, which they will review, sign and date, and return to the Secretary of the Peppertree Homeowners Association at PO Box 1745, Grand Junction, CO 81502.

II. USE OF UNITS AND COMMON ELEMENTS

- A. Units are for residential purposes only and the exterior may not be altered in any manner.
- B. Common walkways, driveways, or entrances shall not be obstructed or used for any other purpose than entering or leaving the residence. Bicycles, sports equipment, children's toys, etc. shall not be left in common areas after dark.
- C. Limited Common Elements are for the exclusive use of fewer than all the owners/residents. The back decks of the townhouse buildings are Limited Common Elements. These areas shall not be used for storage (except in approved storage sheds) and are to be kept clean and orderly at all times.
- D. The decks associated with each unit are the responsibility of the owners. Decks requiring maintenance (e.g. stained redwood) must be maintained by the owner.

III. PROHIBITION OF CERTAIN ACTIVITIES

- A. Except *For Sale* and *For Rent* signs, no sign of any kind shall be displayed to public view. No clotheslines, wiring, etc. are to be seen on the exteriors of the buildings.
- B. Excessive noise from stereos, radios, TVs, parties, arguments among families and guests, and any excessive barking of dogs is considered *Disturbing the Peace* and is prohibited. Misbehavior of pets includes, but is not limited to, running at large, becoming a nuisance in the neighborhood, endangering or harassing animals and/or people. Quiet time is to be observed from 11:00 p.m. to 7:00 a.m.
- C. Garbage/trash (including cigarette butts) is not to be thrown or dropped anywhere on the premises of Peppertree.

PETS

- A. Grand Junction City Ordinance No. 3262 dated June 21, 2000 applies to owners of pets at Peppertree. This ordinance requires any ordinary house pet not on the premise of its owner be on a leash. Pets are considered to be at large if out of sight of the owners and/or unresponsive to voice commands. A booklet containing Articles of the Ordinance can be obtained by calling the City Clerk.
- B. Dog feces dropped in Common Areas are to be removed immediately by the owners or tenants. Dogs shall be taken away from the building to urinate and defecate.
- C. In accordance with Article II, Section 3.e of the covenants, a reasonable number of pets are defined as two (2).

V. LEASING PROPERTY

Under provisions of the Covenants "Article II, Section 3.q Residential Use: Rental", the following rules are established to clarify and expand procedures to be followed by owners who wish to lease their property:

- A. All leases are required in writing and for a minimum for three (3) months, and are subject to all provisions of the Covenants.
- B. Occupants of a unit will be a single (one) family.
- C. Neither owners nor renters shall conduct any business operation from said unit. For restrictions in this regard, see the above noted article of the Covenants.
- D. Owners leasing units will continue to pay HOA fees. HOA fees shall not be delegated to the renter for payment because the HOA has no legal recourse against the renter.
- E. Owners using rental agencies to rent their unit must notify the HOA so the HOA can communicate with the rental agent.

VI. VEHICLES AND PARKING

- A. Each townhouse unit is entitled to two marked/numbered parking spaces, with the exception of homeowners in unit 586. Homeowners of unit 586 have one (1) marked/numbered parking space and are required to park additional vehicles on the west side of W. Indian Creek Drive in the direction of traffic. All visitors and guest are required to park on the west side of W. Indian Creek Drive in the direction of traffic.
- B. Personal vehicles must be licensed. Maintenance shall be for minor work that does not require more than 24 hours, nor creates a nuisance.
- C. Disabled vehicles, collector cars in need of restoration, and "parts" cars shall not be parked in the assigned parking areas or on any streets on the Peppertree property.
- D. Recreational vehicles shall be parked only in the area designated by the Association. Recreational vehicles include, but are not limited to, RVs, boats, trailers, and campers.