

**OAKHURST SOUTH TOWNHOME ASSOCIATION, INC.
RULES, REGULATIONS AND BY-LAWS**

LEASES

All tenants shall have a lease in writing, which shall be subject in all respects to the covenants and rules, and which shall state that any failure of the lessee to comply with the covenants and rules shall be a default under the lease.

Upon acceptance and signing of a lease, the owner or agent shall present the tenant with a copy of the rules as well as an enclosed copy of pertinent covenants. The tenant shall acknowledge receipt of the above in writing, and that signed and dated receipt shall be mailed to the Association, along with a list of the tenant's names, mailing address, number of children and ages, number and kind of pets, number, description and license number(s) of vehicles belonging to the tenant. Failure to do this within 10 days shall be an immediate default under the lease. This provision is to facilitate identification of children, pets, and vehicles.

All owners who lease their property shall be responsible for sending notice to the Association regarding the person or persons responsible for the property. This notice shall be in writing and mailed to the Association within 10 days of any change in the property manager.

OWNERS IN VIOLATION

Owners in violation of the covenants and rules will automatically have their voting rights suspended until that violation is corrected. This, however, does not restrict the Association to this remedy alone. At the direction of the Board, and after a vote, other action may be taken, either as prescribed in the covenants and rules, or in civil or criminal law.

Late charges and interest will be added if the party is in arrears or defaults and does not contact the Association and express the willingness to pay owed monies. Refusal to pay dues or assessments as a protest or as a means of expressing dissatisfaction will result in the immediate filing of a lien or personal action. Any monies owed the Homeowners Association of more than \$120.00 or 6 months in arrears will be brought before the Board for a decision.

MAINTENANCE

1. All residents of Oakhurst are responsible for providing access to necessary personnel when any maintenance or repair is performed. Advance notice will be given (24 hours)
2. Owners or tenants are responsible for watering grass and trees on their property.
3. General maintenance on balcony floors and railings, fences, gates, and steps are the responsibility of the homeowner. Fences must have a gate that opens and closes on hinges and has a functioning device to keep it closed. All balconies must have all floor boards intact and all railings must be sound and firmly attached to the building.
4. Homeowners, agents, and property management are responsible for regular inspections and initiating repairs. When repairs, maintenance, watering grass and trees has not been performed, a notice will be sent to the owner or property manager. This notice will describe the necessary repairs needed. If the repair has not been initiated and corrected within 30 days of notice, the Board will direct that the work be done and the cost of said repair will be assessed against the homeowner.

PARKING

1. The speed limit in Oakhurst Ct. is 10 MPH. Please watch for children.
2. No vehicles of any kind may be driven upon any grass within Oakhurst. No parking of any vehicles on the grass is allowed, bicycles are excluded from the parking rule. Violators can be towed or booted at the owners expense.
3. The paved area between the buildings is a **FIRE LANE**, parking here will result in immediate towing or booting. (Emergencies, handicapped loading and unloading, and moving are exceptions).
4. Any vehicle parked without permission in a privately owned parking space may be towed away at the vehicle owner's expense. The decision to tow rests with the owner or tenant of that property. The Board does request that the vehicle owner be asked to move their vehicle before any towing is done.
5. Storage parking of cars, pickups, campers, boats, trailers, motorcycles, utility trailers, etc. is not permitted on any portion between the upper and lower units. All storage parking shall be in the lower portion of the lot at 26th and Blake streets. Article IX Section 12 shall not be applied to pickup trucks driven daily.
6. Vehicles abandoned by tenants or former tenants are the responsibility of the homeowner of that property. The owner shall have 10 days to remove the vehicle after being notified by the Board. If the vehicle is not removed, the cost of towing will be assessed against the homeowner and or a lien against the property.
7. All units are allowed 2 parking spaces. Any unit which has more than 3 cars parked on-site may be booted or towed at the unit owners expense. Parking maps are available upon request. Additional parking can be found on the nearby City streets.

ANIMALS

1. There is a leash law as provided for in article IX, Section 7, dogs running at large will be reported to the animal control officer of Glenwood Springs.
2. No dog shall be permitted to defecate on any commons area or any property not owned or leased by the owner of that animal, unless that owner cleans up after the dog **immediately!** If an animal is observed at large and defecating, and can be traced to a specific residence in Oakhurst South, the owner of that property will be assessed a \$10 clean up charge per witnessed occurrence. Complaints regarding this violation must always be in writing to the Board.
3. Barking dogs and vicious dogs should be reported to the Glenwood Springs Police Department.
4. Fenced areas shall be kept reasonably free of animal excrement. Failure to do so may result in a complaint of a health hazard. Noxious odors are not permitted in Oakhurst South. The Board will, if necessary have the area cleaned and the cost of the cleanup will be assessed against the homeowner.

MISCELLANEOUS

1. There is a noise curfew in Oakhurst South from 10 p.m. to 8 a.m. No loud music or late night parties. Violations will result in complaints of disturbance of the peace.
2. Children are welcome to play on the commons areas. No child shall be permitted in a unit or its yard without permission from the owner or tenant.
3. All trees in Oakhurst South are off limits and may **not** be climbed.

MISCELLANEOUS CONT.

4. Laundry shall not be hung to dry on balconies. Laundry may only be hung indoors or in the fenced area of a townhouse.
5. Waterbeds may not be drained outside the house onto the grass. The sewer must be used.
6. No tenant shall sublet all or a portion of a townhome.
7. All mailbox and door keys are the responsibility of the owner, property manager or tenant. The Association does not maintain a duplicate key collection and will not be responsible for keys.
8. Actions such as vandalism, disturbing the peace, barking dogs, dog bites, obscene, abusive or threatening language or gestures should be referred to the police department. The Homeowners Association has not wish to be and enforcement agency.
9. Charcoal grills are banned in the complex. Gas grills are accepted.

Article IX Section 9 will be enforced as follows:

1. Woodpiles may be in view of other units during the heating season if the wood is neatly stacked.
2. Clothes lines will be permitted in the fenced areas of each unit, but must be as attractively installed as possible.
3. Every unit using commercial trash pick up services is required to have and use the necessary number of trash containers in order to discourage animals from gaining access to trash. Each trash container must be maintained in a reasonably clean and intact condition with lid and stored in an orderly manner. All dirty, smelly, broken, or otherwise unsightly containers must be stored in the fenced area of each unit. Piles of trash bags stored outside are specifically prohibited. Units 1-18 may store containers in front of the entry way area if they so desire. Units 19-34 may store 2 containers against the retaining wall, not next to their entry door.

This laxity in enforcement of Art. IX Sec. 9 does not in any way invalidate this section, nor does the Homeowners Association intend to do anything but make some aspects of life in Oakhurst more convenient.

COMPLAINT PROCEDURE

All complaints to the Association regarding violations shall be in writing to the Association and either presented to the Board at a scheduled meeting or mailed to the Association at 35 Oakhurst So. Ct., Glenwood Springs, CO. Complaints should be as specific as possible, with such details as names, dates, times, witnesses, etc. The name of the complaining party will be withheld if, the opinion of the Board, disclosure would be unwise.

Upon a first complaint, the Board shall send, certified mail return receipt, a notice to the alleged offender(s) setting forth the complaint, its particulars, and requesting a written response. Any complaint and its response will become and remain a permanent record of complaint and response.

When a second complaint, either of the same actions, or same party, or both is received, written notification shall be sent to the following persons via certified mail return receipt: The alleged offender, the property manager, or agent of the owner, or the owner. This shall set forth the nature of the complaint and shall contain the following statement: "If further complaints are received regarding these persons or actions, the Board of Directors shall convene a meeting to determine whether a default under the lease shall be declared."

When a third complaint is received, the Board of Directors shall convene a meeting to include: the alleged offender(s), property management personnel, or owner of the unit, and witnesses as necessary. At this meeting, the Board shall determine the truth of the complaints, supporting evidence, and either declare a default under the lease, not declare a default under the lease, or refer any further action to civil or criminal authorities as seems necessary and prudent.

If a default under the lease is declared, any lease signed by that tenant for any property within Oakhurst South shall be and remaining default and null and void for one calendar year.