

CARDIFF GLEN II HOMEOWNERS ASSOCIATION

1512 Grand Ave., Suite 109
Glenwood Springs, CO 81601
(970)945-7266

RULES AND REGULATIONS

Adopted April 17, 2008

The purpose of these rules and regulations is to preserve and protect the attractiveness of the property, and provide a healthy, safe, comfortable living environment for all who live at Cardiff Glen II. NON-COMPLIANCE OF ANY OF THE RULES IS SUBJECT TO A FINE.

RENTAL LEASES

Leasing and Restrictions of Alienation.

A Unit may not be owned or occupied pursuant to a time-sharing arrangement described in Sections 38-33-110 to 113, Colorado Revised Statutes. A Unit Owner shall have the right to lease a Unit, provided that such lease shall be in writing and subject to the reasonable requirements of the Executive Board. Any lease shall be made expressly subject to this Declaration and All Association Rules. Any failure of a tenant to comply with the Declaration shall be a default under the lease and the Unit Owner shall be liable for any violation of this Declaration committed by the Unit Owner's tenant, without prejudice to the Unit Owner's rights against the Unit Owner's tenant. A lease shall be for a term of no less than one year.

All rental leases shall be in writing and be subject to the Articles of Incorporation, By-laws, Declaration of Covenants and these Rules and Regulations. Any failure to comply with the above will be in default under the lease. **Owners are responsible for the tenants and guests. Owners are responsible for giving tenants a copy of the Rules and Regulations, and notifying the Association (via Crystal Property Management) with names and phone numbers of new tenants and a copy of the signed lease.**

- a. Leases must include the name/phone numbers of the tenants, duration of lease, and must then be delivered to the Executive Board or the Associations managing agent within thirty (30) days after such lease has been signed by the lessor and the lessee.

All units are to be used for residential use only. No business shall be operated out of a residential unit.

PETS

- a. All dogs must be on a leash at all times when outside the unit. Dogs running at large will be reported to the animal control officer of Glenwood Springs. Barking and vicious dogs will be reported to the Glenwood Springs Police Department.

- b. Pets shall not damage lawns, trees, landscaping or any property owned by the Association by urinating or dropping stools. **The pet owner shall immediately clean up and remove any stools deposited in the area.**
- c. Excessive dog barking anytime shall not be permitted.
- d. Pets shall be kept inside the unit and not in the garage or deck areas for extended periods of time.
- e. Non compliance is subject to fine determined by the Board of Directors for each offence. The owner's right to keep pets shall be coupled with the responsibility to pay for any and all damage caused by such pets, as well as any costs incurred by the Association as a result of damage from such pets.

ADVERTISING

- a. No advertising or signs of any character shall be erected or permitted on any lot other than a name plate of occupant, and street number. "For Sale", "For Rent", "Open House", and Security signs not more than five (5) square feet are permissible.

LOTS TO BE MAINTAINED

- a. All equipment for storage and trash shall be kept in a clean and sanitary condition. Trash shall not be allowed to accumulate in an unsightly manner visible to any Lot.
- b. No trash, storage, litter, junk, boxes, containers, cans bottles, equipment or machinery shall be permitted to remain upon any lot except as necessary during periods of construction. Trash must be inside the trash container. No appliances, furniture, computers, paint, tires, hazardous materials, or other large items may be left for trash pick-up.
- c. No laundry may be hanging outside at anytime.
- d. Gas or electric grills, outdoor furniture and tasteful decorations in season will be allowed on decks/patios. **No charcoal grills and or smokers will be permitted on the premises.** All grills must be located a safe distance away from buildings.

EXTERIOR AND COMMON AREAS

- a. No exterior antennas, satellite dishes, or audio visual reception devices may be erected on any Lot except inside a residence and concealed from the view of the street and surrounding Lots, or with written permission from the Design Review Committee.

- b. No fences shall be permitted unless first approved in writing by the Design Review Committee. Nothing may be altered, attached, repaired, or changed to exterior portions of the buildings without written consent of the Design Review Committee.
- c. No type of refrigeration, cooling, or heating apparatus shall be permitted on the roof or elsewhere on the Lot except when approved by Design Review Committee.
- d. Vegetable gardens may be grown in the rear yard of the lot only.
- e. No clotheslines, chain linked dog runs, wood piles or storage of any kind shall be located on any Lot visible to the street or any other lot.
- f. No structures temporary/non-temporary including sheds, trailers, outbuildings shall be placed or erected on any lot visible from the street or any other Lot except during construction. Upon completion of construction, all temporary structures must be removed immediately.
- g. **No charcoal grills and or smokers are permitted in Cardiff Glen II** for insurance purposes, only gas or electric grills are allowed in the Community.
- h. No storage, waste, or obstructions are allowed on Association common elements including but not limited to toys, bicycles, bulk items, and personal items of any kind. Any such items left unattended on Association Property may be deemed without value and disposed of at the Associations option without liability to the Association.
- i. There shall be no skateboarding, rollerblading, or bike riding unless it is to directly enter or exit the property.
- j. No wind generators shall be installed or maintained on any Lot.
- k. Owners/tenants are responsible for snow removal/shoveling in their garage/patio area.

PARKING

- a. No parking is permitted on any alley/alleyway in the Community.
- b. No trailers, boats, trucks (larger than 1 ton), motor homes, snowmobiles, jet skis, or any other recreational vehicles/commercial vehicles may be parked/stored on a lot unless storage is within the garage area of the lot.
- c. No parking is on the street is allowed except where designated as such by signs. There is no parking allowed on vacant land or other open spaces with the Community.

- d. Parking outside the unit where designated is for visitors only, vehicles used by unit residents, or their tenants that are parked in this area will be towed or booted at the discretion of the Board. The charges incurred will be assessed to the unit owner.
- e. Garages have fixed dimensions; unit residence should take note of these dimensions before purchasing a vehicle or deciding to reside in a unit. There will be no exceptions to park large SUV's or work trucks in the VISTOR parking.
- f. No abandoned, unlicensed/non-registered, or inoperable vehicles are permitted in the Community. These vehicles will be towed/booted at the unit/vehicle owner's expense.
- g. No maintenance, repair, dismantling or servicing of any kind to vehicles, boats, motorcycles, recreational vehicles etc. may be performed or conducted on any lot visible to the street or any surrounding Lots, unless accomplished within an enclosed garage area.

HOMEOWNERS' ASSESSMENTS

- a. Dues and other assessments are due on the first of each month (unless other arrangements are made for special assessments) and are considered delinquent if not received by the 15th of the month. The Association may assess late fees as necessary.

CHILDREN

- a. The open space and common areas are not provided in lieu of a park. While children may play in these areas they are to be supervised by an adult at all times an adult their own risk.

SAFETY AND RESPONSIBILITY

- a. Homeowners/tenants shall not engage in any conduct with constitutes a felony, willful or malicious damage to or destruction of any lot/property of the Community.
- b. Homeowners/tenants shall be courteous and considerate towards neighbors and not engage in any conduct which constitutes an annoyance to other owners/tenants. Radios, stereos, TV's shall be used at a low volume between the hours of 10:00 p.m. to 8:00 a.m.
- c. No nuisance, noise, disturbance inside/outside the Lots at any time.
- d. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare. No sound may be emitted from any lot that is unreasonably loud or annoying, and no odor shall be permitted from any Lot which is noxious or offensive to others.

- e. No nuisance, noxious or offensive activity shall be permitted in the Community nor any use, activity or practice which is a source of annoyance, embarrassment, or which offends or disturbs the occupants of any Lot.
- f. Owners are responsible to the Association for their tenants, guests, and their tenants' guests. Owners are responsible for any fines levied by the Association or damages to Association property and or any legal fees incurred by the Association as a result of the actions of the tenants, guests, or their tenants' guests.
- g. No gasoline, hazardous materials, explosives, volatile substances may be stored in the Community.
- h. No firearms may be discharged upon any lot.

SINGLE FAMILY UNITS

- a. Cardiff Glen II units are single family units. Each single family unit may be occupied by a single family. A single family is any number of persons living together in a single unit who are related by blood, marriage, or adoption, but excludes any group of four individuals who are not related by blood, marriage, or adoption.

All residents are asked to use common sense when interpreting these Rules and Regulations. Please try to handle issues with your neighbors before reporting. All issues or violations of these rules are to be reported in writing to Crystal Property Management, 1512 Grand Avenue, Suite 109, Glenwood Springs, CO 81601. If fines are not paid and violations of these rules are not corrected, Owners will be turned over to a collection agency and/or a lien will be filed against the unit. These Rules and Regulations are taken from a portion of the Covenants filed for this property, and are not intended to take the place of these Covenants.