

Pursuant to the Declaration and Bylaws of Rivers Edge Townhouse Association, the Board of Directors has adopted the following Rules and Regulations to govern the use and enjoyment of Rivers Edge Townhouse ("Complex"). The complex means all townhomes and common elements. The Board desires the highest possible standard of living within the complex. In order to accomplish this, the Board request the cooperation of all persons, i.e. owners, tenants, guests, residing or visiting the Complex in observing the following rules and regulations.

Below is a Summary of the rules and Regulations. Please refer to the complete document for a detailed break out of all Rules and Regulations.

1. **Additional Rules:** River's Edge Townhouse Homeowners Association may update and make changes to these rules and regulations, as the association deems necessary.
2. **Rule violation and enforcement:** These rules and regulations are to be strictly followed. Any infraction will result in written notice and fines to be paid to the owner or HOA
3. **Fines:** Fines will be assessed if there should be an infraction, not to exceed \$250.00 per day or \$1,000 per month
4. **Use Restrictions:** The complex shall be used only for residential purposes. No commercial activities of any kind whatsoever shall be conducted in any Unit.
5. **Lease Requirements:** Rules and regulations must be included in and agreed to in any current or new lease. All tenants must be listed on lease. No more than two people per bedroom may live in unit.
6. **Insurance:** Nothing should be done within the complex to increase insurance premiums through the homeowners association. Every Unit Owner shall obtain a homeowner's insurance policy with a minimum of \$100,000 in comprehensive liability coverage.
7. **Noise, Disturbance, and Nuisances:** All Owners and tenants shall respect the rights of their neighbors and keep the sound level to a MINIMUM. Quiet hours are between 9PM and 9AM.
8. **Violation of Law:** Along with these rules and regulations, every resident and guest must follow every state and federal law while on the premises.
9. **Willful or Negligent Acts:** Any maintenance or repair needed but not covered by the HOA insurance may be done by the unit's owner within compliance of state law. Work must first be approved by the HOA.
10. **Speed Limit:** Speed limit is restricted to 5mph on all portions of the property.
11. **Domestic Animals:** Only household pets are permitted in the community. Only owners may have dogs. Current renters with dogs will be allowed a variance until the passing of their pet. No more than two domestic animals shall reside in any one unit. Dogs must be kept on a leash when outside of the unit. Pet owners are to clean up after their pets immediately. Failure to do so will result in a fine charged to the owner of the violating unit. Any pet that, in the opinion of the Board of Directors, causes a repeated disturbance, or is objectionable in any way shall be removed from the community permanently upon seven (7) days written notice to the pet's owner and the opportunity to be heard by the board.
12. **Parking:** Each unit has 3 permanent parking spaces- two spaces in front of each unit and one space in the garage. Parking on north end of development is only to be used for guest parking. No trailers, no trucks over 1 ton, and no other heavy equipment or recreational vehicles/trailers/campers are permitted to be stored anywhere on property.
13. **Exterior:** Painting or color modifications may not be made to the exterior of any unit.
14. **Trash:** All trash must be put in provided trash container. All disposed items must be put into the containers provided. Nothing is to be left on the grounds or in any common areas. No trash is to be stored outside in between trash pickups.
15. **Decks and Patios:** There are limitations on what can be stored on decks and patios (please see detailed item for clarification). Each Owner and/or tenant is responsible for the removal of snow from his or her decks.
16. **Personal Property:** Personal property shall not be left or stored in any common area. Any such property shall be presumed to be abandoned and will be disposed of.
17. **Green spaces and lawn:** Maintained by HOA. May not be obstructed by personal items.
18. **Unit Gardens and Shrubbery:** Must be kept neat, not overgrown, not to harbor invasive species or dead plants. Can only be located in provided garden area on side of unit.
19. **Safety:** Units must contain: one smoke detector in each bed room and one in the kitchen, a minimum of one fire extinguisher, and the heat must be kept to a minimum of 55 degrees year round. No storage hazardous materials.

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1. Additional Rules

The River's Edge Townhouse Homeowners Association, and its duly appointed Board of Directors reserves the right to make such other Rules and Regulations, from time to time, as may be deemed necessary for the safety, care and cleanliness of the premises, and for securing the comfort and convenience of all the occupants thereof.

2. Rule Violations and Enforcement

The Association shall have no obligation to inform Owners, tenants, or guests of these Rules and Regulations. Owners are responsible for informing their tenants and guests of these Rules and Regulations, and must include a copy of said Rules and Regulations as part of any Master Lease.

The Owner(s) and their tenants shall understand that violation of the Condominium Declaration or these Rules and Regulations by the tenants may be considered a substantial breach of the tenant's lease agreement.

In the instance of any infraction of these Rules and Regulations, the HOA or its agent shall serve written notice, either posted on door or through the mail, to the involved owner(s), tenants, or guests, stating the nature of the violation, amount of fine, a bill for expenses if any, and date fine is due.

Only a unit Owner or accused tenant would have the right to appeal a fine before the Board of Directors. Each Owner shall be personally liable for all fines assessed against him/her as well as all guests, residents, and tenants to or within such Owner's unit.

3. Fine Schedule

- First infraction: Written notice explaining infraction
- Second infraction: Minimum fine of \$50.00
- Third Infraction: Minimum fine of \$100.00
- Fourth infraction and subsequent offense: Minimum fine of \$250 per day, up to \$1,000 per month for continued violation. A lean may also be placed on the property should fines prove ineffective at correcting the violation.

Any such unpaid fines shall be deemed to be assessments and any delinquent Owner shall pay in addition to the assessments and late charge, including interest, all costs of collection including reasonable attorney's fees and costs incurred by the Board in enforcing payment.

The board may use their discretion to work to with a violator to correct issues in leu of fines.

4. Use Restrictions

In accordance with town laws, commercial usage of any kind is not permitted within any townhome unit or upon common elements. The complex shall be used only for residential purposes and for services, activities, and recreation in conjunction with such residential use. Any person having businesses need to contact association Board for review and approval.

5. Lease Requirements

- A. All owners, tenants, guests, etc are bound to the Rules and Regulations of the community.
- B. All Owners are required to create a provision within their lease that binds the tenants to the Rules and Regulations. Failure to provide tenants a copy shall not extinguish a tenant's obligation to comply with these Rules and Regulations, nor the Associations right to enforce these rules. Owners must provide a copy of the Rules and Regulations to their tenants.
- C. All Occupants must be listed on the Lease.
- D. All adult Occupants must sign the Master Lease and the attached Rules and Regulations.
- E. Upon Request by the HOA, a signed copy of the lease must be made available.
- F. No more than (2) people per bedroom may live in a Unit.

6. Insurance

Nothing shall be done within the complex which might result in an increase in the premiums of insurance obtained by the Association for any portion of the property, or which might cause cancellation of such insurance. The Association shall maintain, to the extent available, the insurance requirements set forth in the Declarations for River's Edge Townhomes.

This insurance does not cover the personal property of any occupant nor any fixtures within the Units. Every Unit Owner shall obtain a homeowner's insurance policy with a minimum of \$100,000 in comprehensive liability coverage. A copy of said insurance coverage shall be available upon request. It shall be the responsibility of the Owner to supply this document to the Association. Failure to do so may result in a fine of up to \$100 per day.

Renters are required to maintain renters insurance.

7. Noise, Disturbances, and Nuisances

All Owners and tenants shall respect the rights of their neighbors and keep the sound level to a MINIMUM. In no event shall an Owner or tenant play musical instruments or operate audio equipment that may be heard, or the vibrations felt outside that Owners or tenant's unit at ANY time day or night. No Owner, tenant, or guest may make undue noise, including remodeling or repairs before 9AM or after 9PM.

No noxious or offensive activity shall be carried on upon the general common areas, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No activity shall be conducted on any part of the General Common Elements that is or might be unsafe or hazardous to any persons.

(Article V, Section 6 of the Declaration of River's Edge Townhouse).

The management reserves the right to report to the Gypsum Police Department or County Sheriff any violations of this rule. The Association has the discretion to initiate proceedings through the Eagle County courts to enforce any violation of this rule and to seek damages if necessary.

Complaining owners and occupants should expect to be required to provide evidence, including testimony, in support of their noise complaint before the board and/or in court. Owners and occupants are strongly encouraged to first discuss and try to resolve any noise issues directly with the offending neighbor before involving the Association or Gypsum Police.

Owners and occupants may also pursue noise complaints with the Gypsum Police or County Sheriff.

8. Violations of Law

Nothing shall be done within the development that would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.

9. Willful or Negligent Acts

In the event that any maintenance, repair, or other work is required because of the willful or negligent action or lack of action by any Owner or Occupant and such maintenance, repair or other work is not covered or paid for by insurance for the benefit of the Association, the Board of Directors may perform such work or cause the same to be performed at the respective Owner's expense and may make an assessment to recover payment thereof against such Owner, provided, except in the case of an emergency, such Owner shall be given ten (10) days prior notice within which to perform the required maintenance, repair or work.

If any Owner elects to perform the required maintenance, repair or other work, the Owner shall notify the HOA Board President of his/her intent to do so. The work performed by an Owner must be supervised and approved by the Association prior to the Owner being released from any liability under this section. Any damage to Common Areas or Common Personal Property cause by ANY OCCUPANT shall be repaired at the expense of that respective unit Owner.

10. Property Speed Limit

Speed limit is restricted to 5mph (miles per hour) on all portions of the property.

11. Domestic Animals

- A. No animals or livestock of any kind shall be raised, bred, kept or maintained within the development except dogs, cats, or other household pets (household pet type to be determined at the discretion of the board of directors), provided that they keep his/her pet on a leash when outside of his/her condominium Unit, and shall abide by all governmental ordinances and laws.
- B. All pets must be kept on a leash at all times by a responsible person anywhere on the development when outside an Owner's Unit.
- C. Pet owners are to clean up after their pets and dispose of pet waste in their personal trash container immediately. Failure to do so will result in fines in accordance with the Association fines schedule.
- D. The Association may designate special areas for the walking of pets as may be determined to be necessary and desirable.
- E. The Association, or any Owner of a condominium Unit may summon any appropriate authority, including the police to enter the Common Elements, including, but not limited to, any balcony, patio, or storage closet to remove any pet running at large.
- F. **Only owners may have dogs.** Tenants are not allowed to have dogs. Current renters will be given a variance for their current dogs until their passing.

12. Vehicles

- A. "Shared Parking" to be defined as the marked spaced at the North end of the property. There are 9 painted spots in this area.
- B. Parking is not permitted at the ends of driveways (designated by the end of unit concrete slabs) except for the purpose of loading vehicles.
- C. All parking shall be in designated areas only; no vehicle shall park on the grass or on a street or access road. Failure to do so may result in towing/booting of the vehicle, and/or fine.
- D. Motorcycles shall be counted as vehicles. Motorcycles must either be parked normally in a designated parking spot, or parked in a normal parking spot in such a way that it does not block ingress/egress to a unit. Motorcycles or recreational vehicles may not be stored on stoops or under decks.
- E. Any changing of fluids in parking spaces (oil, coolant, etc.) that results in spillage must be cleaned up immediately. Failure to clean up spilled fluids or leaks (of any magnitude) can result in fines for cleanup expenses. Vehicles that leak fluids are not prohibited. Vehicles that have minor or temporary leaks must have drip pans placed beneath them at all times.
- F. No vehicles other than passenger cars, pickup trucks, vans up to one (1) ton, and motorcycles may be parked or stored anywhere on in the community.
- G. Rental moving vehicles are permitted on a temporary 48 hour basis so long as they do not hamper normal vehicles traffic within the property.
- H. "Toy" trailer, camper, motor vehicle transport, or any trailer of any kind is permitted for no more than 24 hour storage within a given 1 week period. Temporary storage of these vehicles is not allowed in the Shared Parking. Only in front of the owner's unit.
- I. No storage of large trucks, commercial vehicles, passenger carrying vans, any type of trailer, camper, or house vehicles will be allowed anywhere in the community. Any vehicle in violation may be subject to towing, and or fines at the owner's expense.
- J. Commercial vehicles under one (1) ton must have Association approval. This applies to both personal and shared parking
- K. No inoperative, uninsured, unlicensed, or abandoned vehicles may be stored, parked, or maintained upon any part of the community at any time. Any vehicle in violation will be subject to towing, and or a fine at the owner's expense.
- L. During the winter months all vehicles in the shared parking area must be moved within 24 hours of every snow of more than 2 inches. Vehicles not moved in 24 hours will be tagged with a notice to move the vehicle. Vehicle owner shall then have 24 hours to move the vehicle after it is tagged. You will be given 1 notice per winter. Failure to move your vehicle will result in towing, and or a fine.
- M. Speed limit in the parking lot is 5 mph.

- N. The parking lot is for vehicles that are being used. No vehicle shall be stored or parked in the same parking space in excess of 7 consecutive days. In case of extended vacations, notify board of directors.
- O. No vehicles may be kept with a tarp or other covering.
- P. Only operable, street legal vehicles may be parked in the parking lot.
- Q. No music or noise should be heard outside the vehicle.
- R. No modified exhaust systems are permitted (including "headers" or "side pipes")
- S. ATV's and Side-By-Sides (or any similar vehicle) may not be stored in parking spots, on stoops, or under decks. These types of vehicles must be kept within a garage.

13. Exterior Painting

Painting or color modifications may not be made to the exterior of any unit.

14. Trash

The Association has provided garbage receptacles for your convenience. The containers are to be stored in garages. All garbage and loose papers must be disposed of in sealed plastic bags. Boxes and other bulky items should be flattened to the extent possible. All disposed items must be put into the containers provided. Nothing is to be left on the grounds or in any common areas. In addition, it is illegal to dispose of hazardous materials in the garbage receptacles (oil, tires, batteries, electronics, computers, TV's, paint, etc). Such material will be disposed of at the Unit Owners or tenants expense. Any broken or abandoned appliances, including but not limited to, refrigerators, dishwashers, water heaters, sofa beds, etc. must be disposed of at the Owners/tenant costs, and not placed in the trash areas. The HOA fee for dumping items on River's Edge property is \$150.00 and is in lieu of the normal fine structure in excessive of county dumping laws. No trash or recycling may be stored openly on decks or patios.

15. Patios and Decks

As a Limited Common Element these are restricted to the use and enjoyment of the current Owner or Occupant of the appurtenant unit, his/her family and invited guests.

- 1. No Occupant shall store, display, or dispose of any items or material on any patio or balcony other than:
 - a. Outdoor furniture intended for use thereon that is in good repair (i.e. no ripped/torn fabric, fully assembled and not in pieces)
 - b. One grill either gas or electric only. If a grill is to be used, a fire extinguisher of 5lbs minimum capacity and rated A.B.C. must be kept in the unit.
- 2. Each Owner and/or tenant is responsible for the removal of snow from their decks and patios. Failure to do so may result in the Association removing the snow without notice to the unit owner and billing said Owner for work done.

16. Personal Property

Personal property shall not be left or stored in any common area. Any such property shall be presumed to be abandoned and will be disposed of at no liability to the Association, and at the expense of the unit Owner, tenant, or guest. The Association assumes no liability from nor shall be liable for any loss or damage to articles stored in any common area.

17. Green Spaces and the Lawn

Maintenance of the lawn and all grass areas are provided by the HOA. Any instructions regarding removal of personal property, trash/debris, etc is at the discrimination of the Board. Fines that result from labor or removal expenses shall be charged to the owner of applicable unit.

18. Unit Gardens and Shrubbery

- A. Gardens to be defined by the perimeter of the building that buttresses and grass and lawn area, to be

divided equally between both building owners.

- B. Gardens may not exceed 3 feet from the side of any building.
- C. Gardens may not harbor any invasive species.
- D. Gardens must be adequately irrigated and maintained to ensure viability by owner.
- E. Deteriorating and degrading gardens may be cleaned and maintained by the HOA at board discretion.
- F. Any fees incurred from remediation or repair of garden areas may be charged to the unit owner by the HOA at board discretion.

19. Safety

- A. Each Unit shall have a fire extinguisher, provided by and maintained, (as needed but no less than annually) by the Owner.
- B. Every Unit must contain: one smoke detector in each bed room and one in the kitchen that will be inspected annually.
- C. No hazardous or combustible material shall be stored in a Unit or on a deck or patio or in the utility closet.
- D. Every utility closet that contains gas and water shut offs must be kept clean and accessible.
- E. No electrical extension cords are to be used on the patios or decks.
- F. Fireworks are not permitted on the Association grounds.
- G. All appliances must be in good working order and properly maintained.
- H. Units must be kept at a minimum temperature of 55 degrees Fahrenheit even while unoccupied.
- I. Garbage disposals (if applicable) are required to be kept in good operating order.