

YOUNGSTOWN TERRACE HOMEOWNER'S ASSOCIATION

OWNER'S RESPONSIBILITIES:

1. For maintenance purposes, an owner shall be deemed to own:
The windows and doors; the interior non-supporting walls, air conditioning units, floors and ceilings; the materials such as, but not limited to plaster, gypsum drywall, paneling, wallpaper, paint, finished surfaced flooring and other materials which make-up the finished surfaces of the perimeter walls, floors, and ceiling with-in the unit. An owner, however, shall not be deemed to own the pipes, wires, conduit or systems (which are General Common Elements and for brevity are herein and hereafter referred to as "utility facilities") running through his unit, which serve one or more other units, except as a tenant in common with the other owners. Such utility facilities shall not be disturbed or relocated by an owner without the written prior consent and approval of the Board of Directors, and any such alteration, relocation, enlargement, addition or modification shall be at the owner's expense, which expense shall include all expenses incurred by the Association referenced thereto. Modifications to Common Elements including landscaping may not be done by owner without prior Board approval.
2. An owner shall maintain and keep in repair the interior of his own unit, including the fixtures and utilities located therein to the extent current repair shall be necessary in order to avoid damaging other Condominiums units or the Common Elements. All fixtures, equipment, and utilities installed within the unit commencing at a point where the fixtures, equipment, and utilities enter the unit shall be maintained and kept in repair by the owner thereof. An owner shall do no act or any work that will alter the appearance of the Common Elements or impair the structural soundness of the building or impair the proper functioning of the utility facilities or heating, electrical, fire extinguishing, air-conditioning, or plumbing systems, or the structural integrity of the buildings or impair any easement of hereditament or damage other component of the Project. An owner shall always keep the balcony, porch, or patio area adjoining and appurtenant to his unit and any other Common Elements appurtenant thereto in a safe, clean, orderly, and sanitary condition. For security reasons an owner must replace exterior lights within 48 hours of

written notice. They may replace/repair exterior light with an identical bulb or light fixture.

MAINTENANCE AND COMMON ELEMENTS:

1. The Association shall have the duty of maintaining and repairing all the Common Elements within the Project. The cost of these maintenance and repairs shall be a Common Expense of all of the owners.

RESTRICTIVE COVENANTS AND OBLIGATIONS:

1. Residential: The units are hereby restricted to residential use and uses related to the convenience and enjoyment of such residential use by the owner, the owner's family, and his guest or tenants. No structures of a temporary nature, trailers, tents, shacks, garages, or other outbuildings shall be used or permitted to be kept or stored on any portion of the project at any time, either temporarily or permanently.
2. Compliance with Law: No immoral, offensive, improper, or unlawful use shall be permitted or made of the Properties or any part thereof. All valid laws, ordinances, and regulations of all governmental bodies having jurisdiction over the project shall be observed.
3. No Other Business: No other business activity of any kind shall be conducted in any unit or on the project, except that permitted by the Association or otherwise provided herein.
4. Antennas: Except for any which may be erected by the Association with the prior written approval of the Declarant, no exterior radio or television antenna, aerial, 18" digital satellite dishes, or other type of radio or television receiving system shall be erected or maintained on the project, except that permitted by the Association.
5. Transmitters: No electronic or radio transmitter of any kind other than garage door openers shall be located or operated in or on the Project or any unit without the prior written approval of the Association's Board of Directors.

more than six (6) months after occupancy. Window coverings visible from the exterior shall be compatible with the architectural character of the residence. Reflective shades or film type window coverings are specifically prohibited.

8. Lease of Units: The owner of a Townhouse unit shall have the right to lease his unit subject to the following conditions and covenants:
 - a. All leases shall provide that the terms of the lease and the lessee's occupancy of the unit shall be subject in all respects to the provisions of the Declaration, the Articles of Incorporation, and By-laws of the Association, as well as any Rules and Regulations promulgated by the Association. Any lessee who fails to comply with all of the terms of this Declaration, the Articles, and By-laws, and any Rules and Regulations of the Association, shall be deemed in default under that lease. Any owner, who leases his unit, shall provide a copy of the lease to the Association within ten (10) days after execution. Owner must provide lessee with a copy of the Rules and Regulations and owner is responsible for lessee's compliance.
 - b. No owner may lease his unit for transient of hotel purposes.
9. Car repair: Residents may not repair cars on Common Elements. Costs incurred due to damage as a result of repair work and/or fluid leaks will be assessed to the owner.
10. Decks and porches: Decks and porches must be neat and clean in appearance. Barbecues and grills must be gas or electric. Cost to repair any damage caused by the grill to Common Elements will be assessed to the owner. Decks shall only be used for the purposes intended and shall not be used for drying or hanging garments, cleaning rugs or storing other objects, including but not limited to skis, bicycles, ladders, skateboards, hoses, and lawn or garden equipment.

that activity, without the prior written approval of the Association.

- f. *Garage Sales:* No garage, patio, porch, or lawn sale shall be held at any unit, without the prior written approval of the Board.
- g. *Storage of Building Materials:* No building materials shall be stored in any unit except temporarily for approved alterations or improvements of the unit, in which the material is stored.
- h. *Temporary Structures:* No trailer, mobile home, tent, or shack, or other temporary building, improvement, or structure shall be placed upon any property, or Common Element.
- i. *Livestock, Poultry, and Pets:* No animals, livestock, or poultry, shall be raised, bred, or kept on the Project, except that not more than two (2) dogs, cats or other common household pets, may be kept per unit; provided, however, that the owner shall be responsible for any damages caused by any pet kept in an owner's unit. Every pet shall be strictly controlled and no pet shall be allowed to make or cause disturbing noises, or otherwise constitute a nuisance to any other owner. Residents shall be responsible for picking up the animal's waste immediately and disposing of it in a trash receptacle. Please be considerate of common grassy areas and the damage that can be caused by animal urine. Pets must be kept on a leash and in the owner's control at all times. Pets are not to be tethered, leashed, or tied to any Common Element. Pets are not to be left unattended on a deck or patio. The Association may adopt rules and regulations, with regard to household pets kept in any unit, including regulations limiting the size of such pets. Pet owners must obey all city ordinances.
- j. *Window Coverings:* All windows shall be covered with curtains, drapes, or other acceptable coverings, within no

inoperable vehicle” and requesting removal thereof to be served on the owner in possession of the vehicle or the parking space, which the vehicle is located, or posted on the unused vehicle itself. If the vehicle shall not have been removed within seventy-two (72) hours after service or posting of the notice, the Association shall have the right to remove the same without any liability to the Association, and the Association may charge the owner in possession of the vehicle with the expense of removal as an additional Common Expense against the owner’s unit only.

- c. *Vehicle Parking:* No vehicle belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee, or employee of a unit owner, shall be parked in such a manner as to impede or prevent ready access to any part of the project; to any other resident, guest, owner, or emergency vehicles that are responding to an emergency.
- d. *Signs and Flags:* No signs or flag of any kind, shall be displayed to the public view on any unit; provided, however, that signs and United States or Colorado flags are limited to one and are of reasonable size not to exceed five (5) square feet may be displayed on or from a unit. Any such sign shall be solely for advertising the residence for sale or lease, or indicating that the residence has been “sold” for a period of two weeks after closing. Signs and flags used for sale, of units, in Youngstown Terrace are permitted.
- e. *Hazardous Activities:* No Hazardous activities shall be conducted in any unit or on the Common Elements or any part thereof. No activities shall be conducted and nothing shall be kept in any unit, or on the Common Elements, or any part thereof, which would result in the cancellation of the insurance carried, by the Association, or increase in the rate of premiums for the insurance carried by the Association over, what would be paid for

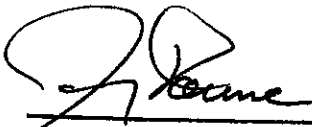
6. **Nuisances:** No noise or other nuisance shall be permitted to exist or operate in the Project of any unit so as to be, in the opinion of the Board, offensive or detrimental to any other property or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, radios, whistles, bells, chimes or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or located on any unit without written approval by the Board. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any unit and no odors shall be permitted to arise therefrom so as to render any such property or any property or any portion thereof, in the opinion of the Board, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants.

7. **Unsightly Articles:** No unsightly article shall be permitted to remain in the Project or any unit so as to be visible from any other unit, the Common Elements, or public or private thoroughfares. Without limiting the generality of the foregoing:
 - a. ***Vehicles:*** No commercial-type vehicles, campers, trailers, boats, recreational vehicles, or trucks, other than pick-up trucks not in excess of three-quarter (3/4) ton, shall be stored or parked on the Common Elements or on any common driveways except while engaged in transport to or from a building. If two or more vehicles are owned by any one unit, both parking spaces in the garage must be occupied prior to residents parking in visitor spaces. Residents requesting a variance to this policy must petition the Board.

 - b. ***Abandoned Vehicles:*** No abandoned or inoperative vehicles of any kind shall be stored or parked on any portion of the Project, except as provided herein. An “abandoned or inoperable vehicle” shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer and/or has expired tags; provided, however, that this definition will not include vehicles properly parked by owners while on vacation or traveling. The Association may cause a written notice describing the “abandoned or

10. **Trash disposal:** Trash deposited in community receptacles must be Confined to a closed trash bag. Oversized items such as furniture, tires, Christmas trees and appliances can be disposed of during the annual City of Arvada clean-up. Boxes must be broken down and hazardous materials must be disposed of per the city ordinance.
11. **Late Fees:** Association fees and any assessments are due on the 1st of the month and late on the 11th of the month. A late fee of \$25 per month will be assessed if the account balance is not paid in full by the 10th.
12. **Insurance:** The Association shall maintain adequate insurance to cover loss for all homeowners on the exterior portion of all units and all the common elements. Each owner is an insured person with respect to liability arising out of the owner's interest with the common elements. It shall be the responsibility of each owner, at the owner's expense, to maintain physical damage insurance on such owner's personal property and furnishing, and public liability insurance covering such owner's individual unit. The Board of Directors strongly urges each owner to obtain personal property and liability insurance.
13. **Fines:** Violation of these Rules and Regulations and our general covenants shall subject the applicable owner to the following penalties at the discretion of the Board of Directors:
 - a. **First Violation**
A warning notice to the applicable owner to have the violation immediately corrected. In the event the violation is not corrected in 14 days, a fine of \$25 will be levied.
 - b. **Second Warning for Same Violation**
Letter is issued that violation must be corrected within 10 days or a fine of \$50 will be levied.
 - c. **Subsequent Violations**
Letter is issued that violation must be corrected within 10 days or a fine of \$100 will be levied.
14. **Appeals Process:** Any owner notified of a violation shall have thirty days (30) from the postmark of any violation notification to file a

written appeal with the Board of Directors and shall have the right to personally appear, or be represented, before the Board at a scheduled Board of Directors meeting. A final decision by the Board of Directors shall be binding on the owner. All fees, charges, and penalties imposed by the Board and costs incurred by the Association in enforcing these Rules and Regulations shall be considered default assessments enforceable against the units and owners. The Board shall have the authority to take any additional remedial action it deems appropriate, including, but not limited to, the filing of a lien, and the filing of an action for injunctive relief or money judgement. Nothing set forth herein shall be construed to limit any remedy relief available to the Board in the enforcement of these Rules and Regulations.



JERRY DAMER
PRESIDENT

11/9/2005

DATE