

APPLE GLEN TOWNHOMES ASSOCIATION, INC. (AGTA)  
RULES AND REGULATIONS

[Revised: JUNE 12, 2013]

GENERAL

- All units and garages shall be used for private residential purposes only. No business purposes are allowed.
- All tenant leases must be in writing and subject to all rules and regulations of AGTA. Owner(s) and tenant(s) must sign the last page of these rules and regulations and provide a copy to HOA management immediately upon signing the lease, as well as providing new tenant information, such as name(s) of tenant(s) and vehicle description(s).
- All owners and renters are required to carry liability insurance. Owners are responsible for obtaining insurance on any improvements to the exterior of the building.
- Nothing unlawful pursuant to State and Federal regulations can be done or kept on AGTA property.
- Nothing can be done or kept in or on AGTA property that might cause an increase in the insurance premium or cancellation of insurance.
- No gasoline, hazardous materials, explosives or any other volatile or flammable materials, liquids or devices may be stored anywhere on AGTA property.
- Nothing may be altered, attached, repaired or changed to the exterior portions of AGTA property, including satellite dishes, radio, television or computer antennae, window fans or AC coolers without written consent of the Board. The Board must approve anything attached to the exterior of the buildings in writing prior to placement.
- No nuisance, noise, disturbance inside or outside of the units is allowed at any time.
- No charcoal barbeque grills are allowed. Gas barbeque grills must be attended while in use, must be a safe distance away from the building while in use, and are not allowed to be stored in the common areas.
- No storage, waste or obstruction is allowed on AGTA common property, including, but not limited to, toys, bicycles, bulk materials and personal items of any kind. Any such items left unattended on AGTA property may be deemed without value and may be disposed of at the Board's option, without any liability to AGTA.
- All garbage must be placed inside the trash dumpster or appropriate recycle container. Cigarette butts must be disposed of properly.
- No signage of any kind may be posted on the premises (unless specific written approval of the Board). FOR SALE/FOR RENT signs must be posted inside windows, and the signs can be no larger than 18" x 24."
- No large items shall be hung out, exposed, or permanently affixed to the side of the buildings that are in the direct line of vision to other units or to the general public (with the exception of flower pots, hanging flower pots, patio furniture, chairs, barbeque grills and other general gardening/landscaping type materials). No clotheslines are permitted. Only proper window coverings, *i.e.*, curtains, blinds, shades are allowed. Screens must be in place and in good repair at all times.
- The following items may not be stored anywhere on AGTA exterior property or be placed in or near the trash dumpster: appliances, furniture, tires, batteries, automotive fluids, hazardous waste, explosives, gasoline, paint or other volatile or flammable materials, liquids or devices. Such items must be taken directly to a proper disposal site (dump, recycling or salvage center) by the resident.
- No maintenance, servicing, repairing, dismantling oil changing of any type of vehicle, boat, machine, or any other device may be performed on AGTA property or on any perimeter parking area.
- Children must be directly supervised by an adult at all times while on AGTA common property.
- No persons are allowed near AGTA common property where landscape or any other property maintenance is under way.

- No climbing is allowed on trees on AGTA property.
- Recreational activities are not allowed in AGTA parking areas, stairways or walkways. This includes, but is not limited to, skateboarding, rollerblading and bicycling.
- The speed limit in the driveways and parking lots is 5 miles per hour.
- Bicycles and toys must be stored in garages or inside units. Storage of bicycles and toys are not allowed in the common, orchard or parking areas.
- All porch and patio areas must be kept neat and visually appealing at all times. Porch and patio areas are not to be used for storage of any kind.

#### ORCHARD AREA

- The orchard area is for the exclusive use of owners and their guests unless previously approved by the Board.
- Children must be directly supervised by an adult at all times while in the orchard area.
- The orchard area must be left clean after use.
- Guests in the orchard area must be advised of parking restrictions.
- No climbing is allowed on the trees in the orchard area.

#### GARAGES

- Garages are the property of AGTA.
- Garages are to be used to accommodate vehicle parking and storage *only*.
- Garage electricity is to be used for “light” electrical use only. No large items may be plugged into the garages that would cause a shortage or power outage. Owner(s) in violation will be responsible for payment of the repair cost of an electrician.
- Nothing can be done, kept or stored in garages that may cause an increase in the risk of liability, an increase in the cost of liability insurance, the cancellation of liability insurance, or cause an increase in the electricity bill. Owner(s) in violation will be responsible for payment of the increased amount to the electricity bill, and may be subject to legal action for recovery of any damages to the garage(s).
- Garage doors shall not be left open.
- No trespassing on garage roofs.

#### PET POLICY

- All pets must be under their owner(s) control at all times when outside or in common areas of the property.
- No tethering pets in common, orchard or parking areas.
- Tethering to an owner(s) private porch/patio area is allowed as long as the tether is short enough not to disrupt other unit(s), is short enough not to prevent anyone from using or passing by sidewalk/walkway areas, or is short enough to prevent anyone from tripping or falling over the tether.
- Owner(s) shall be responsible to pick up pet waste *immediately* in accordance with City ordinances (especially in common, orchard, or parking areas, or where other unit(s) are directly affected).
- Pet waste must be picked up prior to landscaping. If fines assessed to AGTA by landscaping management for clean-up of pet waste, owner(s) in violation are responsible for payment of fine.
- Owner(s) shall be liable to AGTA or other owner(s) for any unreasonable noise or property damage caused by their pet.
- Tenants occupying units after October 1, 2002 are not allowed to have dogs nor any pets, inside or outside at any time.

#### PARKING

- Parking on AGTA property is assigned. There is no unassigned parking on the property. Violation of parking regulations will result in owners receiving one written warning for the first violation, and

then a fine of \$25.00 for the second violation. The third violation will result in a fine of \$50.00. The fines renew daily. **The fines are to the owner, not tenant.**

- Two bedroom units are allotted one garage parking space and one assigned exterior parking space. Three bedroom units are allotted two garage parking spaces and no assigned exterior parking spaces.
- Parking violations include: blocking the trash dumpster or trash pickup access, blocking any garage access, blocking curbs to walkways, excessive use of a loading zone, blocking access to another's space.
- Only currently licensed and operable passenger cars and trucks up to ¾ ton are allowed to park on AGTA property. No boats, campers, trailers, disabled vehicles, unlicensed vehicles, motor homes, or any other vehicle or equipment may be parked on the premises.
- Illegally parked vehicles may be towed. The Board reserves the right to require parking permits for parking in the AGTA parking areas.

#### Visitor Parking Spaces

- Visitor parking is for visitors only, not owners or tenants, due to limited visitor parking spaces. These regulations are in force 24 hours a day.
- Owners parking in (or whose tenant park in) the visitor assigned spaces will receive one written warning for the first violation, and then a fine of \$25.00 for the second violation. The third violation will result in a fine of \$50.00. The fines renew daily. **The fines are to the owner, not tenant.**
- Visitors using visitor parking must be on site.
- There is a 12 hour limit for visitor parking spaces. Visitor parking permits shall be used for visitors exceeding the 12 hour limit. No overuse of visitor parking is permitted. Red Valley Drive may be used for extended visitor parking.

#### Fire Lane Parking Violations

- FIRE LANE VIOLATIONS CARRY AN IMMEDIATE FINE OF \$100.00.
- THERE IS NO WARNING FOR FIRE LANE VIOLATIONS.
- Cars parked in the fire lanes may be subject to legal action if their vehicle impedes emergency vehicle access.

#### AIR CONDITIONING

- Window AC units and fans must be installed properly and securely to prevent damage or injury from falling out of windows. Window AC units and fans may be subject to Board approval depending on size and noise output.
- The owner/applicant will need to provide a drawing to scale for the Board's review.
- The Board must approve the location, size, specifications, etc., in writing prior to the start of any work or placement.
- The owner/applicant must have written permission of the unit(s) most directly affected by the placement of AC (*i.e.*, can they see it outside their window? Will they hear the compressor running? Is it adjacent to their porch, etc.) The written permission must be given to the Board prior to work.
- The owner must review any impact to the irrigation system with the current landscaping management company prior to start of any work. The owner is responsible for any costs regarding alteration or damage to the irrigation system due to air conditioning installation.
- A City permit must be obtained by the owner/applicant, and a copy given to the Board.
- A licensed and insured contractor must install central AC. The contractor's information (copy of license and liability insurance) must be given to the Board prior to the start of any work.
- The owner/applicant must be given to the Board prior to the start of any work.

- The owner/applicant must agree in writing to install a tree, shrubbery, or lattice as necessary to screen or camouflage the AC unit and/or muffle noise output if deemed necessary or advisable by the Board, on a case-by-case basis.
- The Board may have a say in the maintenance requirements placed on the individual owners for said installations.

#### DECKS

- The Board must approve the location, size, specifications, etc., in writing prior to start of installation.
- The owner/applicant will need to provide a drawing to scale for the Board's review process.
- The owner applying must have obtained the written permission of the unit(s) most directly affected by the placement. Written permission of the neighbor(s) must be given to the Board prior to start of any work.
- The owner must review any impact to the irrigation system with the current landscaping management company prior to start of any work. The owner is responsible for any costs regarding alteration or damage to the irrigation system due to deck construction.
- A City permit must be obtained by the owner/applicant, and a copy given to the Board.
- Utility locates must be complete prior to start of any work.
- The decking material will be Trex decking in the "Saddle" color, the decks will be uniform in appearance (not necessarily size and shape, but materials, railings, etc.) so that multiple decks in the complex have some uniformity and an attractive appearance for the complex is maintained.
- A licensed and insured contractor must do the work and the contractor's information (copy of license and liability insurance) must be given to the Board prior to the start of any work.
- Owners are responsible for obtaining insurance on any improvements to the exterior of the building.
- The Board may have a say in the maintenance requirements placed on the individual owners for said installations.

#### LANDSCAPING

- Any owner wanting to alter landscaping anywhere on AGTA property (add, remove, alter or replace plant materials) must first submit a proposal, including a scale drawing for the Board's review.
- The Board must approve the location, size, specifications, etc., in writing prior to start of installation.
- The owner applying must have obtained the written permission of the unit(s) most directly affected by the proposed change. Written permission of the neighbor(s) must be given to the Board prior to start of any work.
- The Board may have a say in the maintenance requirements placed on the individual owners for said installations.

#### FINES

- **One written warning will be issued by the Association for the first violation of any of the above rules and regulations. A \$25.00 FINE will be assessed for the second violation. A \$50.00 FINE will be assessed for each subsequent violation. Exception is made for specially posted fines. Violations continuing a day after the previous notice is served or delivered may be subject to a new fine. Owners are liable for all fines.**
- Any damage or destruction to AGTA property (buildings, mechanical or electrical, or irrigation system, grounds, etc.) caused by occupants and/or their children or guests shall be cause for maximum fines and/or legal action to recover any and all expenses, including legal fees, incurred by AGTA as a result of such damage or destruction.
- Owners are responsible to AGTA for their tenants, their guests, and for their tenant's guests. Owners are responsible for fines levied by AGTA for damages to AGTA property and/or any legal fees incurred by AGTA as a result of the actions of their tenants, their guests, and/or their tenant's guests.

- **All fines levied by AGTA shall be due and payable to AGTA within ten (10) days to AGTA, Inc., c/o Bray Property Management, 426 Railroad Avenue, Rifle, CO, 81650.**

All owners are bound by these Rules and Regulations pursuant to AGTA Declarations and Bylaws. For leased units, Owners are required to add these Rules and Regulations as an addendum to any tenant leases within the complex. Owners are responsible for providing a copy of these Rules and Regulations to their tenants, and for providing an owner/tenant signed copy to AGTA management.

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UNIT ADDRESS

\_\_\_\_\_  
UNIT NUMBER

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant/Occupant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant/Occupant

\_\_\_\_\_  
Date