

**Revised June, 2019**

**RULES AND REGULATIONS**

**WESTCLIFFE TOWNHOME OWNERS' ASSOCIATION, INC.  
FOR THE  
VIVIENDA PARQUE TOWNHOMES**

These are the Rules and Regulations governing the Westcliffe Townhomes, aka Vivienda Parque Townhomes. The Westcliffe Townhomes is a residential complex of twenty (20) townhome units occupied by owners or their tenants. The Rules and Regulations apply to all residents of Westcliffe Townhomes, owners and non-owners alike. They are enforceable in accordance with the Declaration of Covenants, Conditions, and Restrictions and the Bylaws of the Association. The purpose of these Rules and Regulations is to provide all residents maximum enjoyment, comfort, and convenience while living at Westcliffe Townhomes.

The townhome common areas are maintained thru owner assessments and are provided for use by all owners/tenants and their guests, subject to all rules established by the Board of Directors. Each owner is responsible for compliance with these Rules and Regulations and the Declaration of Covenants by his/her family, guests, visitors, tenants, and others brought to Westcliffe Townhomes.

It is required that all owners or agents of owners include reference to these Rules and Regulations in all tenant discussions and require compliance in all lease agreements.

**ARTICLE ONE  
GENERAL INFORMATION**

**1.1 Office.** The Westcliffe Townhomes community is managed by:

HOA Board appointed manager

**1.2 Maintenance.** Maintenance of all Common Areas is provided by contract labor. Repairs to the townhome units are the responsibility of the Owner and not that of the Association. Common Areas are generally defined as the following:

- (a) Parking Areas and driveways
- (b) Landscaped areas and grounds

**1.3 Governing Documents.** The Townhome Project and the Association are governed by three documents: (a) the Declaration of Covenants, Conditions, and Restrictions, (b) the Articles of Incorporation, and (c) the Bylaws. These documents are kept on file at the office of the manager and are available for your inspection and copying.

**1.4 Annual Meeting.** There shall be an Annual Meeting of the Association. At such meetings, the Owners shall transact such business of the Association as shall properly come before the meeting, including election of members of the Board whose terms are expiring. Your Board of Directors encourages all owners to become involved in and with Westcliffe Townhomes. Only through active owner participation can your Association be responsive to your needs and wishes. This will make Westcliffe Townhomes a sound investment as well as a pleasant and enjoyable place to live.

## **ARTICLE II COMMON AREAS**

Concerns regarding the Common Areas are to be submitted to the Board of Directors through the Managers. Owners should submit their requests for repairs to the Common Areas to the Board through the Managers.

## **ARTICLE III DEFINITIONS**

Terms used in these Rules and Regulations have the same meaning as such terms have in the Declaration of Covenants, Conditions, and Restrictions, as amended. References to the "Townhome Community" in the Rules mean the Vivienda Parque Townhomes as described in said Declaration.

## **ARTICLE IV GENERAL RULES**

**4.1 Enforcement.** These Rules and Regulations, the Declaration, the Articles of Incorporation, and the Bylaws shall be enforced by the Board of Directors, and Fines and Individual Assessments for infractions may be levied in accordance with the Declaration and Bylaws.

**4.2 Responsibility.** Parents are responsible for infractions committed by their children, and Owners are responsible for infractions committed by their tenants and guests.

**4.3 Noise.** There shall be no loud noises or playing of musical instruments, radios, stereos, televisions, etc., in such manner as to disturb other residents. Volumes shall be appropriate between the hours of 10:00 p.m. to 9:00 a.m.



4.4 Signs. No signs of any type are to be placed the on exterior of any townhome, townhome lot, or the Common Areas without prior written permission from the Board of Directors.

4.5 Storage. All roadways and walkways shall be kept clear for emergency traffic. No firewood, furniture, bicycles, barbeque grills, toys, or other items of personal property shall be stored or left overnight, or parked on a roadway, walkway, or any other place within the Common Areas. Residents shall not store, park, or place any object or personal property on the property of adjoining landowners, or on adjoining public property or rights of way.

4.6 Appearance. Rugs, clothing, or other household items may not be hung from any window, fence, or façade of the buildings. No clothesline of any type shall be allowed which is visible from the Common Area, the street, or a neighbor's unit.

4.7 Fireworks. No fireworks or firearms may be fired or discharged within the Townhomes Community.

4.8 Conduct. Any immoral, improper, offensive or unlawful act may be reported to the appropriate governmental authorities and will be deemed an infraction of the Rules.

4.9 Flammables. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept within the Townhome community except those required for normal household use.

4.10 Debris. No resident shall sweep or throw any debris onto the Common Areas.

4.11 Rules. The Board may adopt such reasonable rules as it deems proper for the Association. A copy of said rules, as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, said rules shall be in full force and effect and shall be enforced against each Owner. It shall be the Owners' responsibility to provide the Owners' tenants and occupants with the Rules and Regulations.

4.12 Contractors Insurance. All contractors hired by individual homeowners must have general liability and workers' compensation insurance. Homeowners must obtain a Certificate of Insurance showing evidence of this coverage from contractors.

4.13 Cooking Grills. Only outside gas grills are permitted on patios. Charcoal grills, fireplaces or any type of open flame are not allowed on the townhome community property.

## **ARTICLE V. PETS**

5.1 General Rule. Each townhome owner may have no more than two dogs and a reasonable number of other household pets. The Board of Directors shall determine the appropriate number of pets. Tenants or other occupants are not allowed to have pets of any type at all. The Owner of a unit whose tenant brings in a pet shall be notified by the Managers. The Owner shall have 30-days to resolve the issue with the tenant, after which, a fine of \$50.00 will be assessed the Owner per month until the pet is removed.

5.2 Nuisance. If a permitted household animal constitutes a nuisance or inconvenience, including but not limited to, excessive noise so as to disturb neighboring residents of the townhome community, is off leash, or litter is not picked up, the Board shall have the right to direct that the animal be permanently removed from the townhome community. The Board shall give the townhome owner written notice as to the problem and the owner shall have the opportunity for a hearing before the Board. The owner may be fined or ordered to remove the animal from the townhome community.

5.3 Costs of Enforcement. All costs incurred by the Association in enforcing and effecting the removal of any offending animal, including reasonable attorneys' fees and costs, shall be properly assessed against the owner of the unit wherein the animal resides.

5.4 Litter. Permitted household pets shall not litter the Common Areas. Any soilage made by pets on any portion of the Common Areas must be cleaned up at the time of the incident. It is the duty of the Association to keep the Common Areas free of litter caused by and left by pets. If it becomes necessary for the Association to remove pet litter, the owner of the offending pet shall be assessed by the Board a fine and for the cleanup expenses incurred, together with the costs of collection and enforcement, to include reasonable attorneys' fees and costs if necessary.

5.5 Control. Permitted household pets shall not be allowed to run at large within the townhome community, but shall be at all times under control of the owner while such animal is outside such owner's townhome property. Pets in the Common Areas must be carried or on a leash. Owners must follow Town of Westcliffe leash laws.

5.6 Livestock. No livestock, poultry, or animals other than standard domesticated household pets may be kept in the townhome community.

5.7 Common Areas. No animal may be leashed or tied to any stationary object in any Common Area.



5.8 Property Damage. Owners will be held responsible and liable for any property damage, injury, or disturbance which such owner's pet may cause.

5.9 Guests. With prior notification to the HOA Board, non-renting guests of owners will be allowed up to 2 dogs for a limited time only. All rules under Article V shall apply.

## **ARTICLE VI TRASH**

6.1 Trash. Trash in the dumpster shall be picked up on a regular schedule. All trash should be bagged and put into the trash dumpster, and the area around the dumpster should be kept clean.

6.2 Storage. Bagged trash or trash cans must be kept inside the townhome unit if not put into the trash dumpster to be picked up.

6.3 Common Areas. No rubbish, garbage, trash or discarded smoking materials shall be tossed on or allowed to accumulate on the Common Areas or the unit entranceways or patios.

6.4 Access to Dumpsters. Dumpsters are for exclusive personal use of owners and tenants. All trash dumpsters shall remain clear for loading and unloading by the trucks dispatched to remove garbage from the property.

## **ARTICLE VII VEHICLE PARKING AND TRAFFIC**

7.1 Assigned Parking. Vehicles shall be parked only in assigned parking spaces or visitor parking spaces. Parking is allowed only in designated, striped spaces. Driveways shall not be obstructed. Vehicles parked in areas other than designated areas are subject to be towed. All vehicles must be licensed and in running condition. Vehicles with expired license tags or inoperable vehicles may be towed at the owner's expense. No boat, RV, utility trailer, or commercial vehicle parking is allowed in the parking area.

7.2 Washing. No vehicle washing is allowed in the Common Areas.

7.3 Access. Each owner shall have a right to access to his/her townhome unit through the common area, provided that access by vehicle shall be only over drives and streets provided there for. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of the parking areas or spaces. Owners, tenants, and guests shall not use properties adjacent to the townhome community for access or parking. Offending vehicles shall be subject to towing.

**7.4 Reserved Parking.** A numbered parking space is assigned for the exclusive use of the owner of each unit, his agents, and/or tenants. Unauthorized vehicles parked in reserved spaces will be subject to towing.

**7.5 Boundaries.** Vehicles shall not extend beyond the marked boundaries or intrude into any adjacent parking space while parked. The front or rear of a vehicle shall not obstruct pedestrians walking along sidewalks.

**7.6 Cleaning Up.** Owners of vehicles found to contaminate the parking lot or a space with fluids or mud will be responsible for clean up and any damages. Vehicle maintenance and repair must be performed off the townhome community property.

**7.7 Visitor Spaces.** Owners who are away from the townhomes for lengthy periods should not leave vehicles parked in visitor spaces instead of their assigned space.

## **ARTICLE VIII ARCHITECTURAL CONTROL**

**8.1 Exterior Alterations.** No alteration, modification, or addition to the exterior of any unit or building, including exterior wires or antennae, shall be commenced until the plans and specifications showing the nature, kind, shape, materials, locations, and approximate cost of the same shall have been submitted to and approved by the Board of Directors in writing. The Board shall exercise its best judgment to see that all alterations, modifications, and additions conform to and harmonize with existing surroundings and structures.

**8.2 Approval/Disapproval.** The Board shall approve or disapprove all requests within thirty (30) days after receipt of all documents needed. In the event the Board fails to take any action within said thirty (30) days, approval will not be required, and the approval process shall be deemed to have been fully complied with.

**8.3 Violations.** Any exterior modification, alteration, or addition without written approval of the Board shall be deemed to be a violation of these rules, and the Board may require that the townhome be returned to its prior condition.

## **ARTICLE IX LEASED UNITS**

**9.1 Manager/Agent.** The Board intends to create a uniform rental/leasing program which includes selecting a single exclusive leasing agent and use of approved leasing documents and procedures.



9.2 Business. Leasing of a Unit for any type of business purposes is not permitted.

9.3 Residents. There shall be no more than six (6) people residing in a single Townhome Unit.

9.4 Fines. Any non-owner residing in any Unit shall be subject to these Rules and Regulations in the same manner as would an owner. Any fines or individual assessments incurred by non-owner residents shall be the liability of the owner of the unit, and shall be assessed in accordance with the procedures specified in the Declaration and Bylaws.

9.5 Distribution. The unit owner is responsible for the distribution of the Rules and Regulations to such owner's tenants.

## **ARTICLE X COLLECTION OF DELINQUENT ASSESSMENTS**

All dues and assessments paid after their due dates bear interest at the rate of 15% per annum, plus all costs and attorneys fees incurred for collections. A late payment charge of \$25.00 will be charged for each monthly installment of dues paid more than 90 days late.

When a special assessment is imposed, ALL PAYMENTS (including any designated as in payment of dues) are applied first to the payment of the outstanding balance of the Special Assessment.

## **ARTICLE XI ENFORCEMENT**

11.1 Court Costs. If any action is brought in a court of law or put into arbitration as to the enforcement interpretation or construction of these Rules and Regulations, the prevailing party in such action shall be entitled to reasonable attorneys' fees as well as all costs incurred in the prosecution or defense of such action.

11.2 Complaint Process. All complaints pertaining to an infraction of the Rules and Regulations of Vivienda Parque Townhomes must be reported to the Manager. The Manager will attend to the issue presented and, if necessary, prepare a written report to the Board.

11.3 Hearing Procedure. Upon receipt of a written complaint, the Board shall conduct a Notice and Hearing Procedure. Fines may be imposed according to the following schedule or may be amended by the Board in the event the Board feels the offense warrants a more severe penalty.

First offense.....	Written warning
Second offense.....	\$50.00
Third offense.....	\$100.00
Fourth and successive offenses....	\$150.00

11.4 Owner's Responsibility. The offenses of the owner, such owner's guests and/or tenants shall be the responsibility of the unit owner.