

Pecos Place Condominium Association Community Rules and Regulations

In the event any of the provisions contained in this booklet are in conflict with any of the provisions of the governing documents, the governing documents will be regarded as the final word.

Acting on the authority granted by Article 4.1 (c) of the Condominium Declaration for Pecos Place, the Board of Directors is publishing this booklet with two purposes in mind:

1. To provide a set of guidelines that will address issues not specifically detailed in the Controlling Covenants and to present those and other guidelines in a more clear and concise manner.
2. To do what we can to ensure that all owners and residents are aware of information contained in this regulation.

Board of Directors

The Association is a non-profit corporation, which is governed by its Board of Directors. The Board is a group of homeowners who voluntarily meet on a regular basis to conduct the business of Pecos Place Condominium Association. Directors are elected during regular annual meetings by a quorum of homeowners, or are appointed by the Board to fill vacancies. The Board will include up to five members and will have no less than three members. The principal officers shall be the president, the vice president, the secretary, the treasurer, and a member-at-large as determined by the board. The same person may hold any two offices on the board, except the offices of president and secretary. The office of vice president may be vacant.

Board Meetings

The Board meets together with the management company representative on a regular basis. The Board determines the location of the meeting, Owners are welcome and may contribute to discussions however, only Board members may vote. Robert's Rules of Order govern procedures.

Actions requiring Board Approval

To obtain approval for actions that require Board Approval, owners may write a letter detailing their request and submit it to the property management company or one of the board members.

Owner actions that require written approval of the Board prior to the action include but are not limited to the following:

1. Changing the exterior appearance of one's condominium to include satellite dishes.
2. Changing the landscaping adjacent to one's unit.
3. Installation of windows, window screens. Window air conditioners and window fans are not permitted.
4. Installation of satellite dishes on Common Property
5. Planting of shrubs, bushes, flowers, etc.

Yard/ Patio and areas surrounding Condominiums

1. Anything that would pose a hazard or attract insects is strictly prohibited.
2. Residents must keep their areas neat and clean.
3. Common areas may not be used for any activity not normally associated with residential backyards.
4. Excessive noise, and unsightly condition, anything that creates a danger to health or safety to one's neighbors, poses a fire hazard, attracts insects or produces noxious odors, light or noise are all strictly prohibited.
5. Residents are not to dry or air clothes on porches or fences, in the Common Area.
6. Bar-B-Que Grills

The storage and or use of propane gas can create a very serious fire and explosion hazard to the user and other residents. As such, Section 3-4 9.2 of Uniform fire Code Standards 82-1 specifically prohibits the storage or use of propane gas within any building or balcony above the first floor or under any overhanging portion or within 10 ft of any structure.

The Uniform Fire Code further states in Section 10.11.7:

"For other than one and two-family dwellings, no hibachi, gas-fired grill, or other similar devices used for cooking, heating or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet of any structure."

Common Areas

"The Common Area shall mean all "common elements" or real property within the Planned Community conveyed by Declarant to the Association or leased by the Association, except for units located thereon. "

1. Personal possessions (e.g. stereos, tools, toys) must not be left in the Common Area, in parking areas, in driveways or on sidewalks.

2. Roller blades, skateboards and recreational equipment are not allowed on the driveways or streets within Pecos Place.
3. Residents and guests are not permitted to climb, stand, or walk on roofs, fences, perimeter wall or retaining walls, whether constructed or rock.
4. Owners are responsible for any damage to any property due to their own actions or actions on the part of their family members, guests tenants or pets.

Enforcement Procedures

Anyone observing a violation should notify the management company. Proper documentation is important and it should be in writing and include the incident, the name, the date, and the place. Provide your name and contact information. The Board will enforce the rules and regulations.

Fines

1. The board may impose a maximum fine of \$50.00 per violation and revoke voting rights and Common Area privileges of the violator. Each incident or each day of a continuing violation shall be considered a separate violation for which the maximum fine may be imposed.
2. Fine will be due and payable within fifteen (15) days following the date of the imposed fine.
3. Fine will be delinquent fifteen (15) days after the due date. A delinquent fine will result in a lien being filed on the unit for nonpayment and will accrue interest and administrative fees.
4. Payment of a fine does not relieve the violator from the responsibility of correcting the covenant violation.

5. Agent/ Tenant Responsibility

Owners shall be responsible for violations committed by their guests, contractors, tenants, etc.

6. Attorney Fees with Regard to Back-Billing:

- In the case of any owner who has been fined as a result of a violation of any Covenant, Rule, Regulation or who retains an attorney for any reason against the Association or who causes the Board to retain an Attorney as the result of a legal challenge to the fine or for any other reason shall be billed for any and all attorney fees incurred by the Association. That the costs of the Association attorney shall immediately be passed on to the owner involved as an attachment to the assessment account and shall remain a part until removed by payment or a vote of the Board of Directors.

General Owner Accountability

Each owner shall, to the extent permitted by law, be liable for any damage done to the Common Area by his/her family, tenants, guests, or contract purchasers and for any breach of the Association's rules and regulations.

Maintenance

Association Responsibilities

The Association shall be responsible for the maintenance, repair and replacement of the Common Area, for the improvement, maintenance, repair, upkeep and reconstruction of the exteriors, for the improvements on the buildings and the common ownership of the interior of the buildings. The Association shall also be responsible for: landscape care, the reconstruction of landscaped Common Areas and areas in dedicated public right-of-way, including sidewalks, and for snow removal from the roadways and limited snow removal from sidewalks. Snow removal will not be contracted for amounts of less than 2 inches.

Exterior Building Maintenance

Paint, repair, replace, maintain and care for roofs, gutters, downspouts, and exterior building surfaces (excluding glass surfaces, windows and window screens, which shall be the owner's responsibility.)

Common Area inside the Buildings

Paint, repair, replace, maintain and care for hall areas, walls, and common fixtures.

Owner Responsibilities

Unit owners are responsible for the maintenance, repair and replacement of the improvements and properties located within their Unit boundaries, which are not specifically the obligation of the Association to maintain, replace and keep in good repair.

1. Air Conditioners are the responsibility of the unit owner.
2. The maintenance and repair of Patios/ Balconies/ Decks, which are "private" use areas, are the owners' responsibility. Owners should maintain their areas in a clean and safe condition. Owners may obtain matching paint and touch-up their patios and decks if they choose to do so.

3. Individual Unit doors are the responsibility of the owners. The Association will replace damaged or broken doors that are not repaired by the owner, and the owner will be billed.

Miscellaneous

1. The maintenance and repair of all appliances, fixtures, floor coverings, broken windows, screens, doors and interior painting of each residence are the responsibility of the owner.

2. Nuisances

"No noxious or offensive activity shall be carried on upon in any unit, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. No owner shall permit noise, including, but not limited to the barking of dogs, and the excessive playing of loud music systems to emanate from the Owner's Unit which would unreasonably disturb another owner's right to the quiet enjoyment of his/her unit. No odor shall be emitted from any unit, which is noxious or offensive to others.

3. Mail boxes: No parking in front of the boxes longer than it takes to collect your mail. Discard "junk" mail appropriately.

Garbage

Trash is collected one time per week. No refuse or trash shall be left on any street or in any common area not specifically designated for trash collection. Residents are required to place all trash inside the dumpster. Residents who place trash on the ground will receive a violation notice and fine.

Lease/ Rental

No Unit shall be leased for less than six months. It is the responsibility of the owner to ensure that any lease agreement shall provide that the terms of shall be subject to all the provisions of the CC&Rs, the By-Laws and the Rules and Regulations of the Association. Owner contact form must be completed and filed with the Association management company within 10 days of residency; all occupants of the unit must be listed on the owner contact form section B, Unit owners are responsible for all violations and fines incurred by their tenants.

Pest Extermination

The type of insect and where the insects are found determines the extermination of insects by the Association.

- (a) The Association will pay for the expense for exterminating pests, which can be a danger to human life.
- (b) The Association will pay for the expense for exterminating pests, which can be a danger to the physical property.
- (c) The Board of Directors reserves the right to determine what type of pest is to be included in these categories and to determine the level of responsibility of the Association to pay the expense of extermination of any pest, which does not fall under these two categories.
- (d) The Association will not normally pay for the expense of interior (Unit) extermination of any pests not in these categories. Under no circumstances will the Association pay for the removal of pests if it is determined that the pests are a result of negligence on the part of the Owner.

Parking

Vehicles must be regularly operated and parked in the assigned space. However, if an owner has two regularly operated vehicles, the second vehicle may be parked in an uncovered, unassigned space. OWNERS SHALL NOT USE ANY PARKING AREA FOR THE STORAGE OF A VEHICLE OF ANY KIND.

Pets

- (a) No animals, reptiles, rodents, birds, fish, livestock, or poultry shall be kept in any unit or elsewhere within the Common Area except that (small dogs)* and cats, fish, and birds inside birdcages, not to exceed a total of TWO SUCH ANIMALS PER UNIT MAY BE KEPT AS HOUSEHOLD PETS WITHIN ANY UNIT. They may not be kept, bred or raised for commercial purposes.
*DOGS OF MORE THAN 40 LBS, TALLER THAN 20 INCHES FROM THE FLOOR TO THE TOP OF SHOULDER, THOSE THAT ARE KNOWN TO HAVE AGGRESSIVE TEMPERAMENT AND/OR HISTORY OF AGGRESSION AND "PIT BULLS" ARE NOT PERMITTED at Pecos Place.
- (b) Residents are required to clean up after their pets immediately and are responsible for any damage caused by their pets. Pet owners will be held financially responsible for the removal of animal waste.
- (c) Dogs are not permitted on decks or patio areas unless they are under the constant control and supervision of their owners. Do not allow animals to defecate on decks and/or patios.
- (d) Pets must be carried or be under leash control at all times, and are not to be tethered outside of units. Dogs are not to be let outside of your unit at anytime unless the animal is under direct control.

- (e) Constant barking or howling that can be heard outside of units is not permitted. Dogs must have a current license and cats must be vaccinated for rabies yearly. Proof of vaccination must be provided to the Managing Agent.
- (f) Pecos Place does not have a "grandfather" clause as the pet rules have been in effect since the beginning of the HOA establishment.

For Sale/ Rent Signs

No signs shall be placed in the Commons Areas. One professional sign may be displayed inside the unit window or on the patio area.

Security Signs may be placed in the unit windows.

Vehicles

All vehicles shall meet local noise requirements; automobiles and motorcycles must have mufflers in good working condition. Vehicles also must be properly maintained and licensed. Any damage caused to the complex by improperly maintained or used vehicles will be repaired by the Association and billed to the owner. NO VEHICLE MAY BE STORED ON THE ASSOCIATION PROPERTY. ALL VEHICLES MUST BE REGISTERED WITH THE MANAGEMENT COMPANY. VEHICLES NOT REGISTERED ARE SUBJECT TO TOWING WITHOUT NOTICE AND AT VEHICLE OWNERS EXPENSE.

Speed

Vehicle speeds (including residents, guests, vendors and contractors) shall not exceed 10 mph. Driving on grass and sidewalks is prohibited.

Interior Damage to Units Resulting from Exterior Leaks

Pursuant to the CC&Rs the individual homeowner is responsible for repairs, replacement and maintenance of the interior of his or her unit. This shall include, but not be limited to, the repair of damage resulting from roof or window leaks, or the intrusion of water through the foundation.

Winter Water leaks

It is imperative that all owners are aware of the potential for pipes to freeze in their unit in the winter. If you leave on vacation please be sure to leave your heat on at no lower than 62 degrees and open cupboard doors that will allow heat into areas where there are water pipes.

Insurance Deductible

The Association carries a master hazard insurance policy to cover damage to units within the complex. Any homeowner solely benefiting from a claim on the Association's master policy will be responsible for the entire deductible. Our Master Policy deductible is currently \$2,500 per event. This rule will also apply for any damage caused to one or multiple units as a result of negligence by an owner.

Each owner is required to carry an HOA6 Condominium policy to cover your personal unit's interior and goods. Pecos Place HOA must be listed as an additional insured on the policy. Each resident of the community is required to complete the insurance form and file it with the community management company within 30 days of residency at Pecos Place Condos. Check with your insurance agent/ company to be sure that you are carrying the proper coverage. Discuss the deductible coverage within your own policy to make certain that coordinated appropriately with the Association Master Policy.

Monthly HOA Fees

Each unit is required to pay monthly HOA fees; the current amount is \$150.00. This fee covers the common area maintenance and upkeep of the community; it covers the water, sewer, trash, snow removal and landscape, and covers the common area lighting.

HOA fees are due on or before the 1st day of each month, any unit owner who has failed to pay their HOA fee that results in 61 days past due are subject to a lien filing against the unit and collection action which may include legal fees. Late HOA fees are subject to late fees and interest.

Our Community is currently managed by:

Western States Property Services, Inc.

9145 E. Kenyon Ave., Ste. 100

Denver, CO 80237

Phillip Mills - manager

Phone – (303) 745-2220 Fax – (303) 745-3335 E-mail – phil@wsps.net

Pecos Place Web Page: www.pecosplacecondos.com

Office Hours: Monday — Friday 8:00 A.M. To 4:00 PM Closed Weekends and
Holidays

HOA monthly fees are due on the 1st day of each month.

Make payments payable to: **Pecos Place Condos.**

Please place your building address and your unit number on your payment.

Homeowners are encouraged to participate in the ACH or electronic funds payment program at no cost to themselves or to the Association. Call (303) 745-2220 and ask for Jennifer.