

River West P.U.D. Community Association

Rules and Regulations

ARTICLE I. DEFINITIONS

1. “ACC” – The Architectural Control Committee of the Association
2. “Architectural Guidelines” – The most current Architectural Guidelines adopted by the Board in accordance with Article VIII, Section 4 of the Declaration.
3. “Association” – The River West P.U.D. Community Association
4. “Business Manager” – The Business Manager of the Association
5. “Board” – The Board of Directors of the Association
6. “Common Area” – The Common Elements as defined in the Declaration or Regulations.
7. “Declaration” – The Declaration of Covenants, Conditions, and Restrictions for the Association
8. “Lot” – A physical portion of the River West community designated for separate ownership and occupancy as shown on the Plats for River West recorded in the office of the Clerk and Recorder of Larimer County, Colorado.
9. “Owner” – An owner of a Lot within the River West P.U.D. Subdivision
10. “Regulations” – These Rules and Regulations of the Association as most recently adopted by the Board.
11. “Resident” means any Person occupying all or any portion of a Lot within River West for any period of time, regardless of whether such Person is an Owner, family member, tenant, guest or other invitee of the Owner of such property.
12. “Violation” – A violation of the Regulations or the Declaration

ARTICLE II. COMMON AREA RULES AND REGULATIONS

1. General

(a) The social success of the River West community depends on the cooperation of all residents to follow common sense in the use of our commonly owned property. Such commonly owned property is defined in the Declaration of Covenants, Conditions and Restrictions for River West P.U.D. Community Association as the “Common Elements” and is referred to in this document as the “Common Area”. The Association through its Board has adopted the following rules and regulations to assure the enjoyment, safety, and tranquility of everyone living in our community.

(b) The use of the word “Resident” in this document will include Owners of individual Lots within River West, their family members, tenants or other occupants of Lots. Notwithstanding the authority of the Association to sanction tenants or other occupants, Owners are responsible for the actions of their family members, tenants, guests and other invitees and any fines imposed shall be an assessment against the Lot.

(c) It is anticipated that a common use agreement between the River West Association and the Ridge West Association will provide for use of the River West Common Area by Ridge West residents and use of the Ridge West Common Area by River West residents. Through the use of such agreement Ridge West residents will be subject to these Rules and Regulations and River West residents will be subject to any rules and regulations adopted by the Ridge West Board of Directors in regard to the use of the Ridge West Common Area.

(d) The Board may change or add to these Rules and Regulations at any time upon prior written notice to all Owners.

(e) Mailing or delivering this document to the Owner’s address in River West or such other address as the Owner may provide in writing to the Association’s Business Manager, shall constitute formal notice of these Rules and Regulations. No other communication of the Rules and Regulations is required.

2. Definition of Common Areas

(a) The Common Area within River West falls within six categories defined and referred to herein as follows:

1) The “Jo Dee Reservoir”. The large lake located between River West Drive and Highway 392.

2) The “Entrance Ponds”. The two ponds located adjacent to River West Drive at the entrance to River West.

3) The “Common Area Access and Drainage Corridors”. The portions of the Common Area lying between the lot lines of adjacent lots, which provide Common Area access and drainage ways. In particular such areas are located between Lots 19 and 20, Lots 23 and 24, Lots 26 and 27, Lots 30 and 31, Lots 64 and 65, Lots 74 and 75, Lots 81 and 82, Lots 107 and 108, Lots 144 and 145, Lots 165 and 166,

4) The “Landsaped Common Area”. The portions of the Common Area in the vicinity of the Entrance Ponds which has been established with turf grass and an irrigation system.

5) The “Wetland, River and Riparian Area”. The Common area consisting of the wetlands and the wildlife pond near Highway 392 just west of the river, the Cache La Poudre River, and the river’s adjacent riparian area.

6) The “Dryland Grass Common Area”. All Common Area not defined under Paragraphs 1 through 5 of this section. This area is the non-irrigated dryland grass area.

3. **Improvements**

(a) All improvements owned by Residents shall remain on the Lot, and will not be allowed in the Common Area except as approved in writing by the Common Area Committee or as otherwise provided for herein. Improvements, which are not permitted on Common Area, include but are not limited to the following:

- 1) Fencing
- 2) Structures
- 3) Dog fences (above ground or underground radio fences)
- 4) Signs
- 5) Landscape edging
- 6) Paths and trails
- 7) Play sets, sand boxes, and other play equipment.
- 8) Satellite dishes
- 9) Gardens

(b) No storage of personal property or materials is permitted within the Common Area.

4. **Common Area Landscaping**

(a) All grass, plants and trees in the Common Area belong to the community. Residents shall not mow, irrigate, plant trees, grass or shrubs, or otherwise modify the Common Area except as follows:

1) During dry spells or after reseeded, "Common Area watering" is allowed when requested by the Common Area Committee. In such cases, Residents are allowed to set hoses to water Common Areas adjacent to their lots. Any costs associated with such watering will be at the Residents expense. Residents are urged to exercise caution not to over-water.

2) Although general weed control within the Common Area is the responsibility of the Association, it is acceptable and Residents are encouraged to pull weeds and mow dryland grasses within 2 feet of Lot lines as this will help avoid damage to improvements at the property line during mowing and weed control within the Common Area by the Association. Residents shall not undertake any chemical weed control beyond 2 feet from the property line.

3) Residents may plant wildflowers and dryland grasses in the Dryland Grass Common Areas at their own expense. However, these plantings may be cut down or eradicated in course of mowing and weed control by the Association. Any such planting is done at the Resident's risk and the Association shall not be responsible for any damage to such plantings.

4) Installation and maintenance of landscaping and irrigation systems in the Common Area, if approved for a specific location by the Common Area Committee.

5. **Grading**

(a) All grading of land conducted by Residents must be restricted to the Lot and not encroach on Common Area.

(b) Residents should not cause any digging, grading or filling of the Common Area. In the event of drainage problems in the Common Area, Residents should bring the issue to the attention of the Common Area Committee. It is the responsibility of the Common Area Committee to deal with Common Area drainage or grading issues including seeking professional help as necessary.

(c) The Architectural Control Committee must approve construction of retaining walls that border the Common Area. Location of such walls must be restricted to Lots.

6. **Use of Jo Dee Reservoir and the Entrance Ponds**

(a) Storage of boats and other personal property on the shoreline of Jo Dee Reservoir, the Entrance Ponds or any other location within the Common Area is not permitted. Storage is restricted to Lots.

(b) Use of motorized boats or jet skis is not permitted.

(c) Fishing in Jo Dee Reservoir and the Entrance Ponds is permitted. A catch and release policy is in effect to allow fish populations to develop, until such time as the Board changes the policy. Fishing in the Entrance Ponds and Jo Dee Reservoir is regulated by the State and a valid fishing license is required unless the individual is exempt.

(d) Swimming is not permitted in any of the lakes or ponds on the Common Area.

(e) Personal flotation devices (life jackets or life preservers) are required for all boating activities.

7. **Animals**

(a) Dogs must be kept on a leash held by a person at all times when the dog is not within the dog owner's property. The person in control of the dog must pick up waste as soon as deposited. River West is located within the Town of Windsor and as such is subject to the Windsor Municipal Code, and in particular Article VI with respect to dogs. Section 7-110 of the Code reads as follows:

1) It shall be presumed to be a violation of this Section to be at large unless a dog found off the premises of its Lot Owner, keeper or supervisor is:

(a) On a leash held by a person; or

(b) Within a vehicle or similarly physically confined and without access to passersby.

(b) Persons in control of dogs outside of dog owner's property shall attempt to restrict dogs from urinating in other Owner and Occupant's yards due to the damage which can be caused to grass and other plant material.

(c) Even if a dog is in the pet owner's yard, but in an unfenced area, it may leave the yard to "defend its territory" against people walking on the sidewalk or walking their dogs on the sidewalk. Please consider the safety of others in the freedoms you give to your dog. If there is any doubt, the dog should be in a fenced area. Please be courteous and considerate in the control of your dog.

(d) Horseback riding is not permitted in the subdivision including the Common Area.

(e) The Poudre Trail is subject to rules and allowable uses adopted by the Poudre Trail Board. As such the Poudre Trail uses may be different than the uses allowed for the Common Area in general as established in these Rules and Regulations. Once the trail is constructed within River West the rules and allowable uses set by the Poudre Trail Board shall govern its use.

8. **Vehicles**

(a) Use of motorized and non-motorized vehicles (including bicycles) is not permitted in the Common Area. This includes construction and landscaping equipment.

(b) The following exceptions are permitted:

1) Construction and landscaping equipment access may be permitted in hardship situations only if approved by the Common Area Committee Chairman or the Vice Chairman in the absence of the Chairman.

2) Maintenance equipment used by contractors doing work for the Association, such as mowers, mosquito control equipment and reseeding equipment is permitted.

9. **Trash**

(a) Trash removal from the Common Area will occur on occasion by property maintenance contractors. While construction is occurring in the neighborhood, it is expected that trash from construction sites will blow into the Common Area. Residents are encouraged to pick up trash in the Common Area on occasion. Since this trash originates from construction, disposal of this trash in construction trash bins is allowed.

(b) Dumping of Residents' trash in the Common Area is prohibited, including lawn clippings and other yard waste.

10. **Gatherings and Events**

Any private use of the Common Area for parties and social events of 15 people or more is not allowed unless specifically authorized by the Common Area Committee.

11. **Wildlife**

(a) One of the significant advantages of our neighborhood is the proximity and integration of natural areas. Wildlife in the area shall be treated with respect.

(b) Hunting in any form is not allowed in the Common Area.

(c) No one shall not be permitted to harm or harass wildlife, such as chasing or capturing wildlife, throwing rocks at wildlife, etc.

(d) Wildlife enhancement projects and improvements may be undertaken within the Common Area only upon specific approval by the Common Area Committee Chairman.

12. **Association Projects**

The Association may undertake projects within the Common Area as determined necessary and/or desirable by the Common Area Committee and the Board including but not limited to grading, seeding, installation of irrigation systems, planting of trees and other plants, construction of trails and placement of signs.

ARTICLE III. ENFORCEMENT OF DECLARATION, RULES AND REGULATIONS

In the interest of providing a harmonious living environment, the Association has created these Rules and Regulations to supplement the Use Restrictions identified in the Declaration, which are applicable within the River West community. Owners and their guests are expected to comply with the Regulations and Use Restrictions. Although the Association may pursue non-owner violators, Owners will be responsible for violations committed by themselves, their family members, their guests and other invitees, and tenants. The goal of the Association is to encourage voluntary compliance with the Declaration and the Rules and Regulations. Therefore, the Board encourages all Owners and Occupants to become familiar with the Use Restrictions in the Declaration and with these Rules and Regulations.

If provisions of the Declaration or the Rules and Regulations are violated, the Association has certain remedies available. These remedies include fining, pursuing legal action to enforce compliance and, in certain cases, self-help remedies. In all cases where a fine is proposed, the alleged violator shall have notice of the violation and an opportunity for a hearing prior to imposition of a fine in accordance with the procedure set forth in Article IV of these Rules and Regulations. In some instances, the Board or ACC may deem it appropriate to seek immediate judicial relief. In such cases, the procedures outlined below are not required to be followed, and the Association may proceed in accordance with law.

1. **Complaints**

Any Owner or Occupant within the community may send a written complaint or provide a verbal description of a violation, with as much information as is known, to the Association. Any member of the Board or of the ACC or the Business Manager may also initiate complaints.

2. **Violations**

(a) **Declaration Violations Related to Architectural Control:** Upon receiving notice of an alleged violation of the Declaration, which relates to architectural control, unless the Board determines immediate judicial relief is appropriate, the Business Manager shall address the violation in accordance with the following procedure:

1) The Business Manager shall investigate the allegation by means of personal observation of the alleged violation.

2) If the Business Manager finds that there is a violation, the Business Manager shall notify the Lot Owner of the violation in writing, and that the violation must be remedied within 15 days of the date of the letter.

3) In the event that compliance is not achieved by the Business Manager, the Business Manager shall issue a letter in accordance with the Notice and Hearing Procedure set forth in Article IV. In the alternative, the Board may immediately proceed with judicial action.

(b) Placement of Improvements in the Common Area: All contacts and letters related to violations involving placement of unauthorized improvements in the Common Area shall be made or written by the Business Manager on behalf of the Board of Directors. The following procedure shall be used for violations involving placement of unauthorized improvements in the Common Area, including those defined under the headings of "Improvements", "Landscaping", and "Grading" in the Regulations. If immediate action is necessary to prevent significant damage to the Common Area or private property from such things as erosion or flooding, removal or corrective work may be ordered immediately by the Board of Directors.

1) When an improvement is located on property owned by the Association (Common Area), the Business Manager on behalf of the Board shall notify the Owner or Occupant of the violation in writing. The notification shall inform the Lot Owner that they have 10 days to remove the improvement from the Common Area unless it has been determined that the improvement must be removed immediately.

2) If the improvement is not removed within 10 days of the date of the letter from the Business Manager, the Business Manager shall issue a letter in accordance with the Notice and Hearing Procedure set forth in Article IV. In the alternative, the Association shall have authority to remove improvements placed on its property or may pursue judicial action against the alleged violator.

3) Pursuant to the terms of the Declaration, the cost of any maintenance or repair of the Common Area or any improvements on the Common Area caused by the willful or negligent act, omission or misconduct of any Owner or Occupant or their guests or invitees shall be the personal obligation of the Owner or Occupant and shall be an assessment against the Lot.

(c) Other Rules and Regulations, Violations and Use Restriction Violations: When violations of these Rules and Regulations or the Use Restrictions identified in Article IX of the Declaration are suspected, the following procedure will apply.

1) The Business Manager, on behalf of the Board, shall notify the Owner of the violation in writing.

2) If compliance is not achieved through the contact identified in paragraph 1 above, the Board or its designee shall issue a letter in accordance with the Notice and Hearing Procedure set forth in Article IV. In the alternative, the Association shall have authority to pursue judicial action against the alleged violator.

ARTICLE IV. NOTICE AND HEARING PROCEDURE

1. Notice of Alleged Violation and Hearing

In the event compliance is not achieved through the procedures set forth in Article III, the Business Manager shall issue a Notice of Alleged Violation and Hearing to the applicable Owner and/or related user as soon as reasonably practicable. The Board or its designee may also, at its option, provide a copy of such notice to any non-owner violator. The notice shall describe the nature of the violation and the possible fine that may be imposed, the right to request a hearing before the Board to contest the violation or possible fine, and may further state that the Board may seek to protect its rights as they are specified in the governing legal documents.

2. Request for Hearing

If a Lot Owner desires a hearing to challenge or contest any alleged violation and possible fine, or other action by the Board, or to discuss mitigating circumstances, the Lot Owner must request such hearing, in writing, within fourteen (14) days of the date of the Notice of Alleged Violation and Hearing. The request for hearing shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the 14 day period, the Board shall determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule, within thirty (30) days of the expiration of the 14 day period. The Association's Business Manager shall give written notice of said fine to the applicable Lot Owner.

3. Board to Conduct Hearing

The Board shall hear and decide cases set for hearing pursuant to these Rules and Regulations. The Board may appoint an officer or other Lot Owner to act as the Presiding Officer at any of the hearings. The Board may also appoint a committee to conduct the hearing, determine whether a violation exists and impose fines. In the event the Board appoints a committee to conduct such activities, the Lot Owner shall have the right to appeal the committee's decision to the Board by giving written notice of such appeal to the Board and the committee within thirty (30) days of the date of written

notification of the committee's decision. In the event the Lot Owner does not request an appeal within 30 days, the right to an appeal shall be waived.

4. Conflicts

Any Board or committee member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association or the chair of the committee prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board or committee member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board or committee member(s) results in an even number of remaining Board or committee members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

5. Hearing

The Board or committee shall inform the Lot Owner of the scheduled time, place and date of the requested hearing, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties and the Lot Owner may or may not be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless the hearing would involve any matter, the disclosure of which would constitute an unwarranted invasion of individual privacy, all hearings shall be open to attendance by all members of the Association. If a complaining party is unable to attend the hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.

6. **Decision**

After all testimony and other evidence has been presented to the Board or committee at a hearing, the Board or committee shall render its written findings and decision, and impose a reasonable fine, if applicable, within ten (10) days after the hearing. A decision, either a finding for or against the Owner or Occupant, shall be by a majority vote of the Board or the Committee. In the event of an appeal, a decision shall be made by a majority vote of the Board of Directors.

ARTICLE V. SCHEDULE OF FINES

1. The Board reserves the right to determine a reasonable fine amount based upon facts and circumstances surrounding individual cases. As a general guideline, however, the following shall apply.

a) Occurrence based violations (such as swimming in Jo Dee Reservoir):

First violation: Warning letter

Subsequent violations: up to \$100.00

b) Ongoing violations, which do not conform to the Architectural Guidelines or Covenants, are subject to a \$15 per day fine to commence on the date immediately following the decision and continuing for the duration of the violation.

2. The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning letter may not be deemed necessary by the Board in its sole discretion.

3. All fines shall be due and payable within thirty (30) days of the date that the Lot Owner is notified of the imposition of the fine. All fines and late charges shall be considered an assessment and may be collected as set forth in the Covenants. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees incurred in connection to the violation from the Lot Owner, whether or not judicial action has been commenced.

4. The Board may amend these hearing procedures and the fine schedule as it determines is necessary, in its discretion.