

White Wolf Townhomes Homeowners Association

Rules and Regulations

August 2016

This document highlights some of the common areas of interest for owners. In most cases, these *Rules and Regulations* are included in two White Wolf Townhomes Homeowners Association governing documents, the *Declaration of Covenants, Conditions, and Restrictions for White Wolf Townhomes* and the *By-Laws of the White Wolf Townhomes Owners Association*. The *Rules and Regulations* listed below include the applicable reference in the governing document the end of each item. Please refer to these documents for additional information.

Notice and Hearing and Enforcement Policy and Procedures adopted June 1, 2010 set forth the policies and procedures for the enforcement of the Association's restrictive covenants and delineate fines that may be levied for violations. Specifically, the Board may levy fines for violations as follows:

<u>Number of Violations in a 12-month period</u>	<u>Fine</u>
First Violation	Warning
Second Violation	\$50.00
Third Violation	\$75.00
Fourth Violation	\$100.00

I. General Rules and Regulations

A. White Wolf owners and renters must not disturb the enjoyment of other owners and guests with loud musical instruments, TVs or stereos regardless of the time of day. Exercise similar care in social gatherings. (*Declarations*, Article IV Section 11) **Quiet hours at White Wolf are from 10pm until 7am.** Noise ordinances are enforced by the Town of Breckenridge. Any owners experiencing noise violations should contact the Town of Breckenridge Police Department.

B. Owners shall only use units as residences. Owners may not use units for commercial purposes without the approval of the Board of Directors. Commercial purposes include the types of businesses that generate traffic, including retail shops; salons; and businesses that exchange, buy and sell commodities on a large scale. (*Declarations*, Article IV Section 2)

C. Any owner leasing a unit for more than 30 days is required to provide a copy of the Rules and Regulations to the lessee.

D. Each owner is responsible for maintaining Limited Common Elements, e.g., garages, walkways other than front entrances, patios and decks. (*Declarations*, Article VII Section 4 (b))

E. Each Lot and Unit shall be kept well maintained, in good repair and replacement, and in a clean, slightly and wholesome condition. (*Declarations*, Article IV Section 3)

F. Owner's may not dispose of kitchen appliances or any other household items (**e.g. televisions, mattresses, box springs, furniture, spa covers, etc**) from a unit at the curbside, along the streets of

White Wolf Townhomes or **in the dumpster. Proper off-site disposal is the owner's responsibility.**
(Declarations, Article IV Section 3)

G. Under no circumstances may owner's dispose of construction or remodeling materials (e.g. carpets, doors, fireplaces, drywall, etc.) in the HOA dumpster. Construction debris must be placed in an owner renter construction dumpster at the unit or properly disposed of off-site.

H. All household trash must be placed inside the dumpster in the trash building. There is no on-site recycling. Either place your recyclables in the dumpster or take them to the Town Recycle Center at Airport Blvd and Coyne Valley Road.

I. Decks shall be kept in a clean, sightly and wholesome condition. Attractive patio/deck furniture and barbeque equipment meant for outside use is acceptable to be placed on decks. In addition, it is expected that a reasonable number of items of a recreational nature and toys may also be stored on the rear decks only. Items are not to be hung over the front or rear deck railings and items shall generally be no higher than the height of the deck railing. Front decks may generally be used for a small number of decorative items. **Storage of any items under the front or rear decks is prohibited.** (Declarations, Article VII Section 4)

J. Hot tubs are an appliance that is owner's personal property on the limited common area decks. Any deck structural integrity issues, liability and property insurance claims, falling snow and ice or maintenance issues created by an owner hot tub installed on the deck are an owner's responsibility. Non-functioning, inoperable or abandon hot tubs are not allowed to remain on decks. **Hot tubs must be on the Unit's existing deck or cement pads and within the Unit's legal foot print. Hot tubs may not extend into the common area.**

K. Owners are responsible for any damage to the common elements due to pets and are responsible to clean up after their pets. (Declarations, Article IV Section 6) Please note that the Town of Breckenridge prohibits pets, leashed or unleashed, from entering the Cucumber Gulch Preserve.

L. Curtains, draperies, shutters or blinds may be installed as window covers. No window shall be covered in aluminum foil or a similar material. (Declarations, Article IV Section 14)

M. The Association shall provide landscaping and gardening services for all Common Elements. (Declarations, Article VII Section 4 (e))

N. The Association shall provide maintenance of the driveways and repair and replacement of roofs. (Declarations, Article VII Sections 4 (a), 4 (f) and 4 (h))

II. Snow Removal and Ice Mitigation

A. Each owner shall be responsible for any damage to their unit caused by their failure to remove snow from the decks or any other area of owner responsibility. (*Declarations*, Article VII Section 4 (b))

B. The Association will provide snow removal for the driveways and walkways to the front door of each unit. (*Declarations*, Article VII Section 4 (a))

C. Remotely-monitored low temperature sensors are required for all units to protect against subsequent damage resulting from furnace failures. Any damage due to frozen water lines is an owner responsibility.

III. Vehicles (*Declarations*, Article IV Section 9)

A. Cars may not block the garages or driveways of other units or the dumpster.

B. Cars should be kept completely inside the garage and the garage door must be kept closed. Additional cars may be parked in the unit's driveway. **There is NO on street parking in the Town of Breckenridge. Cars parked parallel to the road on the gravel or paved Town of Breckenridge right of way are a hazard to passing vehicles and snow removal equipment and may be ticketed by Town Police.**

C. Owners and renters are notified that mobile homes, recreational vehicles (**e.g. pickup trucks with campers, pop-up tent campers**), snowmobiles, jet skis, and trailers are not permitted to be used or stored in or around the driveways or in the common elements.

D. Maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle, trailer or boat are not permitted in driveways or in the common elements.

E. The Association reserves the right to tow without warning any vehicle violations. The owner of the vehicle will be held responsible for towing expenses.

IV. Architectural Control (*Declarations*, Article XIII)

A. Any exterior modifications to the appearance of the exterior must be requested in writing and addressed to the Architectural Control Committee and be approved by the Architectural Control Committee.

B. No changes, modification or structures may be undertaken on your property without permission from the Town of Breckenridge in the form of a building permit.

C. *Declarations*, Article 1 Section 23 (c) discusses insurance liability of owners whose decks extend into "limited common elements." For example, if you have extended your "Unit Footprint" into the common area as a result of deck or driveway extension, patio or walkway, you, the owner must provide

the Board a copy of your insurance rider covering responsibility for damage or injury on the “limited common elements.” The liability insurance shall hold the Association and the other Owners harmless from any liability in connection with the deck, patio, walkway or driveways and the Limited Common Element created therefore.

D. If your request to extend your unit into the common areas includes a building structure, like a garage, you shall be required to purchase property from the Association. This requires an amendment to the White Wolf Townhomes Master Plan that must be approved and recorded by the Town of Breckenridge. Any request to extend structures, decks, patios, walkways or driveways must be appurtenant to the unit and is subject to density restrictions and legal review.

E. Prior to commencing any changes, you must provide the Board with a copy of the Town of Breckenridge permit and a copy of your insurance rider. Any work completed without the above is subject to legal removal by the Board or the Town of Breckenridge.

F. Replacement doors and windows must be approved by the Architectural Control Committee if they are being changed from the existing exterior.

G. One standard Satellite TV Dish Antennas are allowed for each unit and should be installed on that units eaves or roof. Lines should be discrete and secured to the building and bundled. No other television, radio or other electronic antennae or device of any type shall be erected, constructed, placed, or permitted to remain within the Project unless it has been approved in writing by the Architectural Control Committee or the Board of Directors, or unless fully contained within a unit. (*Declarations*, Article IV Section 13)

H. No signs are allowed on the exterior of any unit or any common element except for one standardized realtor sign for White Wolf property sales and Security System Warning Signs. (*Declarations*, Article IV Section 5)

V. Insurance (*Declarations*, Article VIII)

A. The Association will obtain and maintain adequate hazard insurance covering loss, damage or destruction by fire or other casualty of the common areas and structures “studs out” of the Association and units, but not the interiors of the units. Each owner shall carry individual policies covering the interior or “studs-in” coverage of their unit, including interior building coverage, interior liability and contents insurance.

VI. Legal (*Declarations*, Article XVIII)

A. Any overdue fees or monthly payments will incur a late fee penalty of 1.5% per month.

B. The Association's ACH is the primary method for collecting monthly dues. Dues will increase by \$10.00 per month for any homeowners who choose to remain on the coupon program and pay by personal check.