

**PITKIN PARK PLACE HOMEOWNER ASSOCIATION
RULES AND REGULATIONS**

As Adopted by the Board of Directors
February 2017

1. **Unpaid Assessments.** Unpaid Assessments or special assessments and fines shall bear interest at rate of 21% per annum from the date it becomes due and payable if not paid within 30 days after such date.

2. **Rental Unit Restrictions**
 - No more than four (4) adults in two and three bedroom units and no more than 2 persons in one bedroom units. Children under the age of eighteen (18) are not considered adults and therefore not included in the limits set out above. Owners are required to submit the names of tenants to the Property Manager. Commencing June 1, 2017, there will be an additional \$100.00 per month per adult additional assessment, billed monthly for owners who rent their units. The owner shall submit a copy of the lease and the number of people living in their rental unit within five (5) days of execution of the lease agreement to the HOA property manager.

 - No more than two (2) cars per unit. Each Unit has one (1) assigned garage space. Parking of mobile homes, recreational vehicles, trailers, boats and oversized vehicles, etc., are prohibited in general and only allowed for short duration with prior approval of Property Manager. All vehicles must be registered with the Property Manager. The Property Manager will issue parking permits for allowed vehicles. Parking permits must be visible in the vehicle. Violations will result in towing of the vehicle(s) after 48 hour notice with resulting expenses the sole responsibility of the Owner.

 - No pets are allowed for renters effective June 1, 2017. Existing renters will not be allowed to replace pets. Existing renters must keep dogs on leash while outside and all pet droppings must be promptly cleaned up. A monthly \$200 fee will be assessed to Owners who do not comply with these rental pet restrictions.

3. **Owner Restrictions**
 - One (1) dog per unit. Exceptions must be taken to the Board. Dog must be kept on a leash or with the Owner under verbal control while outside. Dogs are not allowed to run at large. Dogs shall not disturb the peace of other Owners or guests. Dog droppings must be promptly cleaned up.

 - No more than two (2) cars per unit. All vehicles must be registered with the Property Manager. The Property Manager will issue parking permits for allowed vehicles. Parking of mobile homes, recreational vehicles, trailers, boats and oversized vehicles, etc., are prohibited in general and only allowed for short duration with prior approval of Property Manager. The Property Manager must approve any exceptions.

 - Owners must reference these "Rules and Regulation" in all Leases with written affirmation that all Tenants agree to the Pitkin Park Homeowner Association ("Association") "Rules and Regulations" and any violation of the Pitkin Park Homeowner

Association Rules is deemed a breach of the Lease subject to termination of the Lease and associated fines.

- Violations of the above Owner Restrictions will result in fine of \$150 per violation per month.

4. Storage Areas

- Owners may store personal effects in the designated storage areas only.
- Parking Spaces are restricted for automobiles and motorcycles.
- Front porches are designated for outdoor grills and patio furniture only.
- All areas shall be kept in clean and tidy manner. An Owner shall have five (5) days to cure any violation of this Rule after notice of said violation. Failure to comply will result in \$50 per day fine for violation of this Rule.

5. Remodeling and Alterations

- In order to maintain a common outward appearance, exterior or structural alterations may not be made without the prior written consent of the Association upon approval of plans submitted by Owner. Any structural changes shall include a stamp of Structural Engineer.
- In order to prevent damage to common elements and other units, no interior changes involving plumbing, electric or structural elements shall be made without the prior written consent of the Association upon approval of plans submitted by the Owner. No stacked laundry units are allowed.
- A construction clean up and damage deposit of \$500 shall be paid to the Association before the project begins. The damage deposit will be refunded, less any costs to the HOA related to the remodel project, will be refunded to the owner, after satisfactory completion of the project. The Association may deduct all expenses of clean up and damage to common areas caused by the project. The Owner will be responsible and shall pay for all repairs to damage to common areas and other units caused by the project.
- Owner's shall indemnify and hold the Association harmless from any liens for work performed on the Unit, including reasonable attorney fees incurred by the Association as a result of responding to any liens caused by the Owner's project.
- Any work done by Association for any individual unit shall be charged to the individual unit. Specifically, Owner's shall pay the Association for any and all work performed on plumbing, electric and heating repairs within the Unit and for repairs of within the common walls caused by the Owner, guests or lessees.
- Owner shall reimburse the Association to enforce these "Rules and Regulations" on any unit in violation of these "Rules and Regulations" including reasonable attorney fees.

6. **Windows.** Each Owner is responsible for the windows, window casing and casing trim in their unit. The Association has the right to repair windows, window casing and casing trim upon 10 days notice and no response from the Owners. The Owner is responsible and will pay for the cost of repair of the windows, window casing and casing trim.
7. **Keys.** Each Owner shall provide the Property Manager with a current key to the Unit.

ADOPTED BY THE PITKIN PARK PLACE HOMEOWNER'S ASSOCIATION ON FEBRUARY 1, 2017