

MAC
RULE

DW

**MACARTHUR PARK
HOMEOWNERS' ASSOCIATION, INC.**

RULES AND REGULATIONS

TABLE OF CONTENTS

I.	Introduction	2
II.	Definitions	2
III.	Use of Common Area	3
1.	General	3
IV.	Use Restrictions	3
1.	Home Business Uses	3
2.	Pets	3
3.	Vehicles	4
4.	Signs	5
5.	Leasing	5
6.	Satellite Dishes/Antennae	6
7.	Weeds	6
V.	Design Rules	6
1.	Establishment of the ACC	6
2.	Objective	7
3.	Projects that Require Review and Prior Written Approval	7
4.	Plans and Specifications	7
5.	Variances	7
6.	Neighbor Notification	8
7.	Time Frame for Review	8
8.	Expense of Review	8
9.	Commencement and Completion of Construction	8
10.	Vote and Appeal	8
11.	Utility and Easement Location	8
12.	Limitation of Liability	8
13.	No Waiver of Future Approvals	9
14.	Records	9
15.	Enforcement	9
VI.	Collection Procedures	9
1.	Due Dates, Late Charges, Interest, and Acceleration of Assessments	9
2.	Return Check Charges	9
3.	Attorney Fees	10
4.	Application of Payments	10
5.	Delegation of Authority to Sign Notice of Lien	10
6.	Time Frames	10
7.	Notices: Use of Certified Mail/Regular Mail	11
8.	Referral of Delinquent Accounts to Attorneys	11
9.	Notification to and Communication with Owners	11
10.	Certificate of Status of Assessment/Estoppel Letter	12
11.	Bankruptcies and Public Trustee Foreclosures	12
12.	Waivers	12
13.	Amendment	12
VII.	Covenant and Rule Enforcement	12
1.	Enforcement Procedure	12
2.	Fine Schedule	14
3.	Additional Enforcement Rights	14
4.	Failure to Enforce	14
VIII.	General	14
1.	Enforcement and Attorneys' Fees	14
2.	Modification, Amendments, Repeal and Re-Enactment	15
3.	Miscellaneous	15

MACARTHUR PARK HOME OWNER ASSOCIATION

RULES AND REGULATIONS

The Board of Directors of the MacArthur Park would like to thank everyone for their cooperation in keeping this neighborhood a desirable place to live. These Rules and Regulations are adopted to interpret and clarify certain provisions of the Declaration of Covenants, Conditions, and Restrictions of MacArthur Park Subdivision dated June 3, 1987.

I. INTRODUCTION

The MacArthur Park Community is subject to the Declaration of Covenants, Conditions and Restrictions ("Covenants"). While the Covenants represent the Association's primary governing document, and provide for the manner in which the MacArthur Park Association is entrusted with the responsibility for implementing and enforcing its provisions, the Covenants contain built-in flexibility to allow the Association to further refine the operations of the Association and the Community through Rules and Regulations.

Since the Covenants remain flexible, the Covenants vest responsibility for the administration and enforcement of the architectural and use restrictions in the Board of Directors and the Architectural Review Committee of the Association. The Board, hoping to achieve standards to which all Association members will be better able to own, maintain, and enjoy their properties, have promulgated these Rules and Regulations pursuant to the requirements of the Covenants.

II. DEFINITIONS

- "*Association*" shall mean MacArthur Park Homeowners' Association, Inc., a Colorado nonprofit corporation, its successors and assigns.
- "*Board of Directors*" or "*Board*" shall mean the governing body of the Association whose members are elected in accordance with the Bylaws
- "*Bylaws*" shall mean the Bylaws of the Association, as amended, supplemented, or restated.
- "*Camper*" shall mean a combination pickup truck and attached enclosure larger than the outline of the truck that provides living accommodations. This definition includes motor homes (a vehicle with the sole purpose of providing mobile living space).
- "*Committee*" shall refer to the Architectural Control Committee, the Board (if no Architectural Control Committee has been appointed) or property management company appointed by the Board of Directors.
- "*Common Area*" shall mean those properties owned by the Association for the common use and enjoyment of the Owners.
- "*Covenants*" shall mean the Declaration of Covenants, Conditions and Restrictions for MacArthur Park.
- "*Harmony*" shall mean a state of order, agreement, or completeness in the relations of things or of parts of a whole to each other.
- "*MAC*" shall mean MacArthur Park.

- “*Lot*” shall mean any plot of land shown on any recorded subdivision plat of the Properties except for Common Areas.
- “*Owner*” shall mean the record owner(s) of a fee simple title to any Lot.
- “*Properties*” shall mean all of the real property subject to provisions of the Covenants.

III. USE OF COMMON AREA

1. General. The Covenants provides that every owner has a right in and easement of enjoyment in and to the Common Area. These rights which pass with the title to every Lot are subject to the following:
 - a. The Association has the right to charge reasonable assessments for the use of any recreational facility.
 - b. The Association has the right to suspend voting and use of recreational facilities rights of any owner for any period during which any assessment against the owner’s Lot remains unpaid.
 - c. The Association also has the right to suspend voting rights to any owner, his family member, tenant, or guest for a reasonable period for any infraction of the Association’s Articles, Bylaws, Declaration or published Rules and Regulations, after notice and the opportunity for a hearing. Procedures for conducting a hearing are set forth in Section VII of these Rules and Regulations.
 - d. The Association has the right to place restrictions on the use of the Common Area.
 - e. The Association has the right to close or limit the use of the Common Area for maintenance, repair, replacement and improvement of the facilities and Common Area.
 - f. The Common Area consists of all green belt areas.

IV. USE RESTRICTIONS

1. Home Business Uses. Home business occupations which are undetectable by sight, sound, odor, or noise from the street and which do not involve the visitation by clients or customers, frequent deliveries, or door-to-door solicitations are permitted. Any home business occupation shall be limited to no more than three (3) full-time equivalent employees which work at the residence.
2. Pets. No animals, livestock, poultry or insects of any kind, including dogs, cats, birds, or bees, shall be raised or kept in the Community except as provided below. No animals, including livestock, poultry, birds, or bees of any kind shall be bred, raised, boarded, or kept for any commercial purpose.
 - a. *Number and Type*. No more than five (5) household pets may be kept or raised in a Lot, subject to all applicable local ordinances. “Household pets” may include dogs, cats, birds, gerbils, and rabbits only. The following animals are not permitted: goats, chickens, ducks, geese, ferrets (or anything in the weasel family), skunks, primates or any animals traditionally considered “wild.”
 - b. *Vicious Breeds & Vermin*. The Board of Directors has the authority to require an Owner to remove any dog whose breed is known for its viciousness or ill temper, in particular, the American Staffordshire Terrier, known as a “Pit Bull Terrier,” upon receipt of complaints with regard to the animal. No animal of any kind that has venom or poisonous or capture mechanisms, or if let loose would constitute vermin, will be allowed in the Community.

c. *Pet Waste.* Pet owners shall clean up promptly after their pet(s) and dispose of the waste of the same in suitable containers. Residents must bring a container to clean up after their pets while walking the pet on Common Area or within the Community.

d. *Damage to Common Area.* Pets shall not be allowed to damage grass, shrubs, trees, or any other portion of the Common Area or become an annoyance or nuisance to other pets or people. Expenses and costs resulting from damage to shrubs trees, or the Common Area will be the responsibility of the Owner of the pet.

e. *Leashes.* Pets, including dogs and cats, must be restrained or on a leash at all times while on the Common Area. Any pet that is not leashed may be reported to the City of Arvada.

f. *Licenses.* All pets must be properly licensed and immunized pursuant to the City of Arvada Ordinances.

g. *Fines for Violations.* Any Owner who violates any of these pet rules shall be fined in accordance with Article VII of these Rules and Regulations. Failure by a tenant to abide by these pet rules shall be grounds for eviction by the Owner.

3. Vehicles. Vehicle parking, both on and off the street, has an obvious impact on visual attractiveness. Arvada City Ordinances and Restated Declaration restrict vehicular parking within the Community.

a. *Parking on Streets.* It is unlawful within the City of Arvada to park any trailer, mobile home, motor home, or boat under thirty-five (35) feet in length on any street in a residential area for more than seventy-two (72) hours. It is unlawful to park any vehicle over thirty-five (35) feet in length in a residential area except for loading or unloading. It is also unlawful to park a truck trailer, semi-tractor, truck, bus, or construction equipment on the street in a residential area.

b. *Boats and Trailers.* Boats and trailers must be parked in a closed garage or screened from view from the street or neighboring Lots.

c. *Obstruction of Sidewalk.* Parking any vehicle so as to obstruct the sidewalk is unlawful.

d. *Driveways.* Parking within five (5) feet of a driveway is unlawful (particularly applicable to homes on cul-de-sacs).

The intent of these ordinances is clear. Vehicles other than passenger cars are not to use public streets for permanent (meaning repetitive as well as continuous) parking. The Arvada Code Enforcement Department will talk to owners whose vehicles seem to violate these ordinances and will ticket them if it is clear they have been parked continuously for longer than 72 hours. They will ticket vehicles that violate ordinances referred to above. Please contact the City of Arvada directly with regard to all violations.

Residents are also obligated to abide by the following Rules which interpret and clarify Article X, Section 10 of the Covenants. These Rules and Regulations are enforced by the Association and all violations should be reported to the Board of Directors or the Association's manager.

a. *Recreational Vehicles & Trucks.* No recreational vehicles, motor homes, motor coaches, campers, snowmobiles, trailers, boats, boat trailers, pickup or utility trucks over 3/4 tons, or similar vehicles may be parked outside of the residence garage for a period longer than forty-eight (48) hours. Longer-term storage of such vehicles may be arranged by requesting written

approval for a period of longer than forty-eight (48) hours. All vehicles identified in this section shall otherwise be parked in an enclosed garage.

b. *Parking in Driveways.* Off-street parking shall be in an enclosed garage, driveway, or area which provides screening from adjacent Lots. No vehicles shall be parked on the lawn. Parking on the streets is permitted, consistent with the City of Arvada Ordinances.

c. *Repairs.* Repair of vehicles except in an enclosed area which is shielded from the view from the street and neighboring properties is prohibited except for minor repair and maintenance procedures which do not exceed twelve (12) hours in duration.

d. *Licensed and operable vehicles.* No motor vehicle of any type shall be permitted to remain on the property in a non-operating condition for more than thirty (30) days in any calendar year unless stored in a garage or an approved outbuilding. All vehicles kept within the MAC Community shall be properly registered and licensed. Vehicles with expired license plates or no license plates shall be deemed to be in “non-operating” condition.

4. Signs. Article X, Section 9 of the Covenants addresses signs. The following Rules and Regulations further interpret these provisions:

a. *Political Signs.* One political sign of not more than six (6) square feet is permitted to be placed on a Lot two (2) weeks prior to the election date. The sign must be removed within three (3) days after the election date.

b. *For Sale/For Rent.* One “For Sale” or “For Rent” sign of not more than six (6) square feet is permitted to be placed on a Lot during the time period the Lot is being offered for sale and for not more than one (1) week after the sale has been completed.

c. *Commercial/Advertising Signs.* Commercial and advertising signs, including signs of contractors performing work on a Lot, are expressly prohibited.

d. *Decorative Signs/Holiday Displays.* Decorative signs are permitted on Lots so long as they are maintained in good condition and in an attractive manner. Excessive lawn ornaments are prohibited. Holiday displays may be erected no earlier than one (1) month prior to the holiday and must be dismantled within one (1) month after the holiday.

e. *Lighting/Sound.* No sign or holiday display shall be unusually bright, directed at or into neighboring residences, or contain horns, whistles, bells or other sound devices.

f. *Flags.* Flags are permitted so long as the mast does not exceed the height of the highest ridge line of the house and the mast is installed in a manner so that it does not constitute a safety hazard.

5. Leasing. No Unit shall be occupied or leased except under the terms and conditions set forth in the Declaration and these Rules and Regulations. Each Unit shall be occupied and used by Owners, their guests, occupants or lessees for residential purposes only, except as may be provided by the Declaration.

a. Owners shall be responsible for the actions and/or violations of their guests and lessees, and the lessee’s guests. Owners shall provide a copy of the Declaration and Rules and Regulations to each lessee at the time the lease is executed.

- b. Each Owner is strongly encouraged to conduct full background checks, including credit and criminal reports, for each applicant.
- c. All leases must be in writing, for a term of not less than 30 days and must be signed by all occupants over the age of eighteen (18). No lease may be for less than the entire Lot and residence.
- d. Every lease must include the following:
 - i. A statement that the lessee has received a copy of the Declaration, the Bylaws and the Rules and Regulations, that the lease is subordinate to the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations, and that lessee agrees to comply with same.
 - ii. An affirmative covenant of the lessee providing that failure by the lessee or the lessee's guest to comply with the terms of the Lease, the Declaration, the Bylaws or the Rules and Regulations shall constitute a default by Lessee under the lease.
 - iii. All Owners who reside at a place other than their Lot shall provide to the Association an address and phone number(s) where the Owner can be reached in case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.
 - iv. An Owner may be requested to evict any lessee who has committed more than two violations of any of the provisions of the Declaration or these Rules and Regulations within any six (6) month period. Notwithstanding this provision, an Owner shall immediately evict any lessee who commits, or whose guest commits, any act, or series of acts, which endanger the life of any person, or who willfully and substantially endangers the Common Area or other property pursuant to the provisions of Colorado Revised Statute § 13-40-107.5.
 - v. Notice of violation may be sent to the lessee in addition to the Owner of the Unit. The Owner will be held solely responsible for all fines incurred for violations by lessees.
 - vi. All leases shall give the Association the express right to evict tenants for violations of the Declaration or these Rules and Regulations which remain uncorrected or are continuing for a period of more than twenty (20) days.

6. Satellite Dishes/Antennae. All exterior placement or installation of antenna, satellite dishes and other over-the-air reception devices less than one (1) meter in diameter designed for the reception of video signals within the property shall be subject to Exhibit A of these Rules and Regulations to the extent permitted by federal law. Devices over one (1) meter in diameter and radio reception devices may be installed only with the prior written approval of the Board of Directors or the Architectural Review Committee.

7. Weeds. All Owners shall mow, cut, prune, clear and remove from their Lot any unsightly brush, weeds or other growth, and shall remove from their Lot any growth infected with noxious insects or contagious plant diseases.

V. DESIGN RULES

1. Establishment of the ACC. The Board of Directors ("Board") shall act as the ACC unless the Board delegates this duty to other members of the community, in which case, the Board shall appoint such members in accordance with the terms of Article V, Section 1 of the Declaration.

2. Objective. The objective of these architectural procedures is to supplement the Declarations of Covenants, Conditions, and Restrictions of MacArthur Park (“Declaration”). The stated intent of architectural review procedures as set forth in the Declaration is to achieve the following: “All attachments, improvements, construction, landscaping and alterations to residences, other structures, and property within the Properties conform to and harmonize with the existing surroundings, residences, landscaping and structures.”

The standard for approval of such improvements shall include, but not be limited to: (1) aesthetic consideration, (2) materials to be used, (3) compliance with the community-wide standard, the Declaration, or design standards which may be adopted by the Board or Architectural Control Committee, (4) harmony with the external design of the existing dwellings and structures, and the location in relation to surrounding structures and topography, and (5) any other matter deemed to be relevant or appropriate by the Board or Architectural Control Committee.

3. Projects that Require Review and Prior Written Approval. Article V, Section 2 of the Declaration requires that complete plans and specifications must first be submitted and approved in writing prior for the following;

- a. any structure or attachment to an existing structure, whether a residence, any building, a tennis court, a swimming pool, fences, walls, canopies, awnings, roofs, exterior lighting facilities, solar collectors, athletic facility or other similar improvements or attachments, including, but not limited to porches, decks, enclosures of porches or decks, and detached structures;
- b. any alteration of the exterior of a residence or other structure, including, but not limited to, a change in color of paint or color of stain of exterior siding, and any change in the final grade, or the installation of, or any change, in landscaping, including, but not limited to removal of living trees.

4. Plans and Specifications. In addition to a form application, a copy of which is attached to these procedures, Owners must submit plans and specifications showing the following:

- a. Exterior design of modification, including height, materials, color, location of the structure or addition to or modification of the structure, plotted horizontally and vertically on a site plan to scale;
- b. Location and size of proposed improvements such as driveways, general plan of landscaping, fencing walls, windbreaks and grading plan;
- c. A brochure, detail sheet or catalog photo of materials; and
- d. Such other information as the Board may reasonably require.

5. Variances. The Board or Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by Article V or Article X of the Declaration to overcome practical difficulties and prevent unnecessary hardships arising by reason of the application of the conditions and restrictions in Articles V or X of the Declaration. Such variances are detrimental or injurious to the other property or improvements in the neighborhood and do not militate against the general intent and purpose of the Declaration.

6. Neighbor Notification. Neighboring property owners may be affected by additions or alterations to a Lot. As a means of communication about an Owner's proposal, the Owner may be required to notify at least three nearest-reasonably-available neighbors of Owner's application and have them acknowledge notification by signing the application form. The neighbors' acknowledgement is neither an approval nor disapproval of the application. If the neighbors desire to submit comments on the application, they shall be entitled to do so.

7. Time Frame for Review. The Board or the Architectural Control Committee shall review and approve, conditionally approve, or disapprove each application within 45 days after the complete submission of all plans, specifications, and other materials and information the Board or Committee requires. Applications are deemed to be submitted on the day received at the management company's office.

The Board or Committee may ask the Owner submitting the application to attend a meeting at which the application may be reviewed to respond to additional questions. If the Owner fails to attend a scheduled meeting, the Board or Committee shall review the application and make a determination in accordance with the time frames set forth above.

8. Expense of Review. The Board or Architectural Control Committee may require that the applicant reimburse the Association for the actual expenses incurred by the Board or Committee during the review and approval process. The Board or Committee may obtain the services of an architect, engineer, attorney and other professional in its review, as it may deem appropriate.

9. Commencement and Completion of Construction. All changes, modifications and improvements approved by the Board or Committee must be commenced within six months from the date of approval. If not commenced within such time, then such approval shall be deemed revoked, unless the Board gives a written extension for commencing the work. All work approved by the Board hereunder shall be completed in its entirety within 90 days from the date of commencement, unless otherwise agreed in writing by the Board or Committee. All approved changes, modifications, and improvements must be completed in their entirety. An Owner may not construct only a portion or part of an approved change, modification, or improvement.

10. Vote and Appeal. A majority vote of the Board or Committee is required to approve an architectural review application. If the Board designates a separate Architectural Control Committee, the decision of the committee may be appealed by applicant to the Board of Directors by submitting a written request for hearing to the Board within 30 days after the applicant receives notice from the Committee.

11. Utility and Easement Location. Owners are responsible for contacting the Colorado Utility Notification Center to locate all water, sewer, gas, electrical, telephone, cable television, or other utility lines. (1-800-922-1987) Owners are also responsible for locating any easement on their property. Owners are responsible for any damages to utilities or easements due to construction of any improvements.

12. Limitation of Liability. Review and approval of any architectural application may be made on any basis, including solely on the basis of aesthetic considerations, and neither the Board or Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations, and other governmental requirements. Neither the Association, the Board of Directors, the Committee, nor any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction or modifications to any Lot, nor may any action be brought against the Association, the Board of Directors, the Committee, or any member thereof, for any such injury, damage or loss.

13. No Waiver of Future Approvals. The members of the Board of Directors and Committee will change from time to time and the interpretation, application and enforcement of the architectural standards may vary accordingly. The Board of Directors and the Architectural Control Committees may adopt different architectural standards for different parts of the community, based on street visibility and location of the proposed modification on the Lot. The approval of either the Board of Directors or the Committee of any proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors, or the Committee shall not constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

14. Records. The Board or Committee shall maintain written records of all applications submitted to it and of all actions taken by it with respect to the applications.

15. Enforcement. Enforcement of these procedures and any Design Guidelines shall be as provided in the Association's enforcement policy and Declaration.

VI. COLLECTION PROCEDURES

1. Due Dates, Late Charges, Interest, and Acceleration of Assessments.

a. *Due Dates.* Monthly installments of the annual assessment are due and payable on the 1st of each month. Payments shall be deemed received and shall be posted on the date the payment is received in the Association's office or the Association's payment processor's office. Any installment not paid in full when due shall be considered past due and delinquent.

b. *Late Charges.* A late charge in the amount of \$5.00 shall be imposed for any assessment, fine or other charge not paid within 30 days of the due date; \$25.00 if not paid within 60 days of the due date and \$50.00 if not paid within 90 days of the due date without further notice to the Owner. Such late charge is a personal obligation of the Owner and a lien on the unit.

c. *Interest.* Interest at the rate of 21% per annum shall accrue on any delinquent assessment, fine or other charge from the due date without any further notice to the Owner. Interest will be added to the Owner's account if not paid by the 10th of the month following the month of the due date. Such interest is a personal obligation of the Owner and a lien on the unit.

d. *Acceleration of Assessments.* Upon 30 days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. Upon acceleration, that Owner loses the privilege of paying any and all assessments and charges in installments for the remainder of the fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

2. Return Check Charges.

a. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association:

1. An amount equal to the face amount of the check, draft, or money order and a return check charge of \$20.00; or

2. If notice has been sent as provided in C.R.S. 13-21-109 and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the check, draft of money order shall be liable to the Association for collection for three times the face amount of the check, but not less than \$100.00.

b. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment or of any other charge is delinquent.

c. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.

3. Attorney Fees. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law. Attorney fees incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand.

4. Application of Payments. All payments received on account of any Owner or the Owner's property, may be applied first to post-judgment attorney's fees, costs and expenses; then to costs and attorney's fees not reduced to a judgment; then to interest; then to late charges; then to delinquent assessments; then to current assessments not reduced to judgment; and finally to amounts reduced to judgment.

5. Delegation of Authority to Sign Notice of Lien. The Board of Directors delegates authority to the Association's attorney to sign and acknowledge the Notice of Assessment Lien. This delegation may be withdrawn at any time. In the event the delegation is withdrawn, the Board will send written notice to the Association's attorney of the withdrawal.

6. Time Frames. The following time frames shall be followed in the collection of monthly installments of the annual assessment and for collection of other charges.

Due date	1 st day of the month for monthly installments of annual assessments; 10 days after notice for all other assessments, fines and charges.
Late Fee date	1 st of month following month due.
Interest date	1 st of month following month due.
1 st Notice from Association or Manager	one month delinquent.
2 nd Notice from Association or manager	two months delinquent.
3 rd Notice from Association or manager	three months delinquent.
4 th Notice	three months delinquent (file lien).
Delinquent account turned over to Association's attorney	five months delinquent.

Notwithstanding the time frames set forth above, if a lien holder with priority over the Association's lien (i.e., first mortgagee) takes title to a Lot through foreclosure or deed in lieu of foreclosure, the Association may file a lien on the Lot for any delinquent payment.

Once accounts are turned over to the Association's attorney, Owners shall make payment to the Association at the address of the Association's attorney. The Association's attorney shall consult with the Association regarding collection procedures and payment arrangements.

7. Notices: Use of Certified Mail/Regular Mail. Letters or notices to delinquent Owners shall be sent by certified mail. The Association may, but shall not be obligated to send a copy by regular first class mail.

8. Referral of Delinquent Accounts to Attorneys. Upon referral of a delinquent account to the Association's attorney, the attorney shall take appropriate action to collect the accounts referred. After an account has been referred to the Association's attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The Association's attorney is authorized to take whatever action is necessary, in consultation with the President of the Board of Directors or other person designated by the Board, believed to be in the best interest of the Association, including, but not limited to:

- a. If a lien has not already been filed, filing a lien against the delinquent Owner's property to provide record notice of the Association's claim against the property.
- b. Filing suit against the delinquent Owner for a money judgment. The purpose of obtaining a personal judgment against the Owner is to allow the Association to pursue remedies such as garnishment of the Owner's wages or bank account to collect judgment amounts.
- c. Instituting a judicial action of foreclosure on the Association's lien. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment or lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action.
- d. Filing necessary claims, documents, and motions in Bankruptcy Court to protect the Association's claim; and
- e. Filing a court action seeking appointment of a receiver. A receiver is a disinterested person, appointed by the court, manages rental of the Owner's property, and collects the rents according to the court's order. The purpose of the receivership for the Association is to obtain payment of current assessments, reduce past due assessments, and prevent waste and deterioration of the property.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

Upon referral of any matter to the Association's attorney, the Association shall pay the Association's attorneys their usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.

9. Notification to and Communication with Owners. The Collection Policy shall be made available to all Owners by the Association as required by Colorado law. After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner shall be handled through the association's attorney. Neither the manager, if any, nor any member of the Board of

Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact. However, the Association has the option and right to continue to evaluate each delinquency on a case by case basis.

10. Certificate of Status of Assessment/Estoppel Letter. The Association shall furnish to an Owner or such Owner's designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's unit. The statement shall be delivered within 14 calendar days after receipt of the request personally or by certified mail, first-class postage prepaid, return receipt requested for a fee in the amount of \$150.00 which shall become an assessment. If the Owner's account has been turned over to the Association's attorney, such statement shall be handled through the Association's attorney and shall include any attorney fees incurred in providing the statement.

11. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Lot within the Association, the Association shall advise the Association's attorney of the same and turn the account over to the Association's attorney.

12. Waivers. The Association may alter the time for the filing of lawsuits and liens, or otherwise modify the procedures contained herein, as the Association shall determine appropriate under the particular circumstances. Any such accommodation shall be documented in the Association's files with the conditions of relief. Failure of the Association to require strict compliance with this Collection Policy shall not be deemed a waiver of the Association's right to require strict compliance and shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

13. Amendment. This Collection Policy may be amended from time to time by the Board of Directors.

VII. COVENANT AND RULE ENFORCEMENT

In compliance with the Colorado Common Interest Ownership Act, the Board of Directors desires to adopt a uniform and systematic policy to address covenant and rule enforcement.

The Association hereby adopts the following policies and procedures for covenant and rule enforcement:

1. Enforcement Procedure. The Board shall not impose fines unless and until the Association has sent or delivered written notice to the Owner as provided below. However, compliance with the notice and hearing procedure set forth below is not required for the following: late charges on delinquent assessments; and suspension of voting rights if an Owner is shown on the Association's records to be delinquent in payment of assessments, in which case suspension shall be automatic.

a. *Complaint.* Any Owner within the community may send the Association a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation, with as much information as is known. Complaints may also be initiated by the Manager or any member of the Board of Directors. The Board shall have no obligation to consider oral complaints or anonymous complaints. The Board shall have the authority to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.

b. *Notice of Alleged Violation.* A notice of Alleged Violation of any provisions of the Declaration, Bylaws, Rules and Regulations, or Resolutions shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board 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, 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. All notices shall be delivered by registered or certified mail, postage prepaid, addressed in the name of the Owner at the Owner's registered mailing address.

c. *Request for Hearing.* If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing and sent to the Association's managing agent, within 30 days of the date of the Notice of Alleged Violation. 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 30 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 30 days of the expiration of the ten day period. The Board of Directors shall give written notice of said fine to the applicable Owner.

d. *Board of Directors to Conduct Hearing.* The Board shall hear and decide cases set for hearing pursuant to the procedures set forth herein. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board shall determine whether a violation exists and impose fines.

e. *Conflicts.* Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association 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 member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board 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.

f. *Hearing.* The Board shall inform the Owner of the scheduled time, place and date of the requested hearing by certified mail, postage-prepaid or by hand delivery to the Owner's record address. 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 Owner shall have the right, but not the obligation to 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 otherwise determined by the Board of Directors in accordance with the terms of the Colorado Common Interest Ownership Act, 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.

g. *Decisions.* After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within 30 days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority of the members of the hearing body. The Board may also issue and record with the Clerk and Recorder, a Notice of Violation. Upon notice of satisfactory compliance with the Associations governing documents, the Notice of Violation may be released by the Association issuing and recording a Release of Notice of Violation.

2. Fine Schedule.

a. The following fines are guidelines for violation of the provisions of the Declaration, Bylaws, Rules and Regulations and Resolutions of the Association;

First violation:	Warning letter
Second violation:	\$ 25.00
Third violation:	\$ 50.00
Forth violation:	\$ 75.00
Subsequent violations:	\$100.00

The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the above referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance.

The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws or rules

b. All fines shall be due and payable upon notice of the fine and will be late if not paid within 30 days of the date that the Owner is notified of the imposition of the fine. An interest charge of 21% shall be invoked, plus a monthly late charge in accordance with the Collection Policy. All fines and late charges shall be considered an assessment and may be collected as set forth in the Declaration. 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 as authorized by Colorado law.

3. Additional Enforcement Rights.

a. Legal Action. The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the Declaration, Bylaws, rules or resolutions without first following the preceding notice and hearing procedures, if the Board determines that such action is in the Association's best interests.

b. Suspension of Right to Vote. The right of an Owner to vote shall be automatically suspended if the Owner is delinquent in payment of any assessment, fee or other charge.

4. Failure to Enforce. Failure of the Association to enforce the Declaration, Bylaws, rules and resolutions will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the above referenced governing documents for the Association. A vote of the Board or Committee is required to approve an architectural review application. If the Board designates a separate Architectural Control Committee, the decision of the committee may be appealed by applicant to the Board of Directors by submitting a written request for hearing to the Board within 30 days after the applicant receives notice from the Committee.

VIII. GENERAL

1. Enforcement and Attorneys' Fees. It is hereby declared to be the intention of the Association to enforce the provisions of the Governing Documents by any and all means available to the Association at

law or in equity, and to seek recovery and reimbursement of all attorneys' fees, Association expenses and costs incurred by the Association in connection therewith.

2. Modification, Amendments, Repeal and Re-Enactment. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Association hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.

3. Miscellaneous.

a. Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.

b. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

c. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

d. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

IN WITNESS WHEREOF, the undersigned, as Secretary of the Association, certifies these Rules and Regulations were adopted by the Board of Directors of MacArthur Park Homeowners' Association, Inc. on

_____.

_____,
Secretary

EXHIBIT A

SATELLITE DISH RULES

The Association hereby gives notice of its adoption of a Resolution establishing rules, regulations and restrictions for the installation and maintenance of exterior antennas in the Community in compliance with the FCC Rule, effective October 14, 1996 and amended September 25, 1998. The Resolution adopted is as follows:

I. Definitions

A. Antenna – any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability, designed for the viewer to select or use video programming is a reception antenna, provided it meets Federal Communication Commission (FCC) standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

B. Central Antenna – an antenna system installed by the Association to serve more than one resident simultaneously.

C. Mast – structure to which an antenna is attached to raise the antenna to a height necessary to receive signals.

D. Transmission-only antenna – any antenna used solely to transmit radio, television, cellular, or other signals.

E. Owner – any Lot Owner in the Association. For the purpose of this rule only, “Owner” includes a tenant.

F. Telecommunications signals – signals received by DBS, television broadcast, and MDS antennas.

II. Notification

A. Any Owner desiring to install an antenna must complete the attached Notification of Intent to Install Antenna form and submit it to the Board of Directors prior to installation of the antenna. If the installation complies with all of the following restrictions, installation may begin immediately following the submission of the completed Notification form. If the planned installation will not comply with any of the following restrictions, the Owner and the Board of Directors shall establish a mutually convenient time to meet to discuss installation methods prior to installation. The Owner may call the Association manager at (303) 420-4433 to schedule a meeting.

B. The regulations contained in this Resolution do not relieve any Owner from obtaining approval for other exterior modifications, alterations and additions for painting, landscaping or fence installation as may be required by the Association’s governing documents.

C. If these rules are violated, the Association, after providing the Owner with notice and an opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association’s rule is enforceable,

a flat fine of \$50.00 shall be imposed by the Association for each violation 21 days after the Association rule has been validated, unless the rule had previously been validated and the owner does not contest the rule's application to his or her particular situation. In this situation, the Association will fine the Owner immediately upon revalidation of the rule. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues.

D. In the event a court or the FCC validates the Association's rule, the Owner shall be responsible for reimbursing the Association for its attorney fees.

III. Antenna Size and Type

A. Antennas designed to receive direct broadcast satellite service which are one (1) meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one (1) meter are prohibited, unless otherwise approved by the Committee and screened from view from the street and any adjacent Lots.

B. Antennas designed to receive multipoint distribution service one (1) meter or less in diameter (or measured diagonally) may be installed. MDS antennas larger than one (1) meter are prohibited.

C. Antennas designed to receive television broadcast signals may be installed.

D. Masts that are required for the installation of any of the antennas listed in Sections A, B, or C of this part may be installed.

E. Transmission-only antennas that are not required for the use of an antenna listed in A, B, or C of this part are prohibited unless approved by the Board of Directors.

IV. Antenna Location

A. An antenna must be installed solely on the Owner's individually-owned Lot as designated on the recorded deed or map.

B. No antenna shall encroach upon Common Areas or another Owner's Lot.

C. If an acceptable quality signal can be received by installing the antenna wholly inside the residence and such installation does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna, then outdoor installation is prohibited.

D. If an acceptable quality signal cannot be received from an indoor location, or such installation unreasonably delays or increases the cost of installation, maintenance or use of the antenna, the antenna shall be installed on the rear of the house or within the rear yard area below the top of the fence line so as not to be visible from other Lots.

E. If an acceptable quality signal cannot be received from rear of the house or the rear of the Lot below the fence line, or such installation unreasonably delays or increases the cost of installation, maintenance or use of the antenna, the antenna shall be installed either on the rear of the building or on the rear portion of the roof. If the antenna is installed on the rear of the roof it shall be located as close to the chimney as possible and shall not extend above the roofline so as to be visible from the front of the building, provided an acceptable quality signal can be received and such installation does not unreasonably delay or increase the cost of installation, maintenance

or use of the antenna.

F. If an acceptable quality signal cannot be received from rear of the house or the rear of the Lot below the fence line, or such installation unreasonably delays or increases the cost of installation, maintenance or use of the antenna, the antenna shall be installed either on the side of the building or on the side portion of the roof. If the antenna is installed on the side of the roof it shall be located as close to the chimney as possible and shall not extend above the roofline so as to be visible from the front of the building, provided an acceptable quality signal can be received and such installation does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna.

G. If an acceptable quality signal cannot be received in any of the locations listed above, or if installation, maintenance or use of the antenna would be unreasonably delayed or the cost unreasonably increased in such a location, the antenna may be installed in another location on the Owner's individually-owned Lot that is the least visible from other Lots, in which an acceptable quality signal can be received, and which does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna.

H. If an antenna is installed in any location other than the locations set forth in paragraphs C and D, the antenna shall be painted to match the exterior color of the siding, the roofing materials or the chimney of the residences, so long as an acceptable quality signal can be received and installation, maintenance or use of the antenna would not be unreasonably be delayed or the cost unreasonably increased by such painting.

V. Antenna Installation Method

A. Installation of an antenna shall be subject to the following:

1. An antenna shall be no larger nor installed no higher than is necessary for reception of an acceptable quality signal, provided that this requirement does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna.
2. An Owner is not required to hire a professional antenna installer if the antenna is installed within the Unit or exclusive use area. However, any installer other than the Owner shall be qualified and insured to install the antenna.
3. Installation shall be in accordance with the manufacturer's installation specifications.
4. All antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity based upon a unique location.
5. Unless applicable codes, safety ordinances, laws and regulations require a greater separation, no antenna shall be placed within two feet of electrical power lines (above-ground or buried) and in no event shall antennas be placed within an area that can be reached by the play in electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
6. No antenna shall be placed in areas that obstruct access to or exit from any doorway or window of a residence, walkway, ingress or egress from an area, electrical service equipment, water shut-off valves or any other areas necessary for the safe

operation of the Association. The purpose of this requirement is to ensure the safe ingress or egress of Association residents and personnel, and to ensure easy access to the Association's physical facilities.

7. All installations must comply with all applicable building, electrical and related codes, and take aesthetic considerations into account.

8. Antennas shall be permanently and properly grounded in order to prevent electrical and fire damage.

9. Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached, provided that this requirement does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna or does not violate or void any manufacturers' warranties. If the antenna is installed on the side of a structure, the penetration of the wire or cable from the exterior to the interior of the residence shall be made as close as possible to the location the antenna is attached to the structure and through existing penetrations for wire and cable, if available. Any penetration shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes to prevent structural damage. No wiring or cabling shall be installed on Common Area.

10. If the antenna is to be attached to a structure, such as the siding, the actual satellite dish, TV broadcast antenna or MDS antenna shall be painted so as to blend into or match the background to which it is attached, provided painting does not prevent reception of an acceptable quality signal or unreasonably delay or increase the cost of installation, maintenance or use of the antenna and provided that painting does not violate or void any warranties given by the manufacturer of such device. Mounting materials, any accessories and cabling do not have to be painted if doing so will violate a manufacturer's warranty.

11. The Association may require an Owner to sign an indemnification agreement.

VI. Mast Installation

A. Masts are prohibited except when necessary for reception of an acceptable quality signal, provided that such prohibition does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna. Mast height may be no higher than absolutely necessary to receive an acceptable quality signal. Masts shall not encroach upon another Owner's Lot or Common Area.

B. Masts extending twelve (12) feet or less beyond the roofline may be installed, subject to the regular notification process. Masts extending more than twelve (12) feet beyond the roofline must be approved prior to installation using the attached Application for Approval to Install Mast form due to safety concerns posed by wind loads and the risk of falling antennas and masts. Any application for a mast in excess of twelve (12) feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than twelve (12) feet. If this installation will pose a safety hazard to Association residents and personnel, then the Committee may prohibit such installation. The notice of rejection shall specify these safety risks.

C. Since masts extending more than twelve (12) feet above the roofline pose risks of personal injury and damage to Common Area and other Lots, these masts must be installed by licensed and insured contractors to ensure proper and secure installation.

D. Masts must be painted the appropriate color to match their surroundings, provided such requirement does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna, or prevent reception of an acceptable quality signal or violate or void any manufacturer's warranties.

E. Masts installed on a roof shall not be installed nearer to the Lot line than the total height of the mast and antenna structure above the roof due to safety concerns if the mast were to fall.

VII. Maintenance and Repair of Antenna

A. The Owner of the property on which the antenna is installed shall be responsible for the maintenance of any antenna. Maintenance and repair shall include, but not be limited to:

1. Reattachment or removal of antenna, within seventy-two (72) hours of dislodgment, for any reason, from its original point of installation.
2. Repainting or replacement, if for any reason the exterior surface of the antenna becomes worn, disfigured or deteriorated, if repainting does not violate or void any manufacturer's warranties.
3. Repair or replacement, if for any reason the antenna no longer retains its original condition.
4. Repair or replacement to prevent the antenna from becoming a safety hazard.

B. Should the Owner fail to properly maintain the antenna in accordance with this Resolution, the Association may, in accordance with these Rules and Regulations, fine the Lot Owner and take such further action, legal or otherwise, as permitted by Declaration or statute.

1. Except in an emergency situation, the Committee shall notify the Owner, in writing, that the antenna requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within thirty (30) days of such notification.
2. The Owner may request a meeting with the Committee to be held within thirty (30) days of such notification, to review the reasons for the required maintenance, repair or replacement. Within thirty (30) days of such meeting, the Committee shall notify the Owner, in writing, of its final decision.
3. If any required work is not completed within thirty (30) days of notification of final decision if reviewed, the Association may remove and/or repair the antenna at the expense of the Owner, such expense being added to the Owner's annual or monthly assessment.