

# **Roxborough Park Foundation**

## **Rules and Regulations**

**Adopted and Effective December 30, 2005**

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## Preface

The Roxborough Park Foundation is the entity designated by the Amended and Restated Protective Covenants (“Covenants”) as having the responsibility to enforce and implement the Covenants. The draftsman of the Covenants, recognizing the impracticability of addressing all issues that could prospectively arise concerning the use and enjoyment of the land within Roxborough Park, and recognizing the desirability of being able to address problems on an as-needed basis, granted to the Foundation the power and authority to adopt Rules and Regulations not inconsistent with the Covenants for the purpose of enhancing and perfecting the value, desirability and attractiveness of Roxborough Park. It is pursuant to this grant of power that the duly elected Board of Directors of the Roxborough Park Foundation has adopted the following Rules and Regulations.

**Owners are hereby advised that the Rules and Regulations do not address every requirement or obligation imposed by the Covenants. Accordingly, knowledge of the Covenants and Bylaws as well as these Rules and Regulations, is important for understanding all of the guidelines for conduct in Roxborough Park.**

Every provision in these Rules and Regulations may be enforced through a system of non-compliance penalties and assessments, as set forth in Section 8 of these Rules and Regulations, or by court action, as deemed appropriate by the Board of Directors.

It is suggested that Owners consider speaking directly to other owners who they believe may be in violation of any provision in these Rules and Regulations before reporting any violation to the Foundation or to County authorities. In such situations, a friendly, non-adversarial approach may be more effective.

## **General Requirements**

Purpose:

To control the general appearance of Roxborough Park: to prevent noxious or offensive activity and nuisances: to prevent harassment, disturbance or annoyance of other property owners in the use and enjoyment of their property or the common areas within the community: to prevent the impairment of the attractiveness of real property within Roxborough Park: and, in general, to provide for protection, controls and limitations designed to enhance and perfect the value, desirability and attractiveness of Roxborough Park. To protect the investment in improvements that have been installed at the expense of property owners and the Foundation for the benefit and enjoyment of the community.

Scope:

These rules and regulations shall be applicable to all real property subject to the Roxborough Park Protective Covenants and all persons owning or occupying same. Further, the owner shall be held responsible for compliance with the Protective Covenants and these Rules and Regulations by members of his immediate family, lessees, guests, and invitees.

Definitions: The definitions set forth in the Amended and Restated Protective Covenants for Roxborough Park, as amended (the "Protective Covenants") shall apply to all capitalized terms contained in these Rules and Regulations, unless otherwise noted.

## **1.0 Use Restrictions**

**1.010 Owners Responsibility** - Owners shall be responsible for compliance with the Roxborough Park Covenants Rules and Regulations by members of their immediate family, occupants, guests, invitees and contractors or subcontractors.

**1.020 Landscaping Regulations** - Landscaping installation or alteration shall be in accord with the appropriate sections of the "Roxborough Park Foundation Home and Landscape Design Requirements, Procedures and Regulations" hereinafter referred to as "DRD".

**1.030 Sign Regulations** - No signs shall be erected on any Lot, Unit, Commercial Area, Common Area or Project Area except as follows:

**1.0301 Real Estate For Sale or Rent Signs** - Signs advertising the sale or rental of real estate are permitted subject to the following conditions: 1.) Signs shall not exceed 18"X30" and the background or body of the sign shall be painted Oxford Brown (Olympic paint) or equivalent with white lettering. Single faced signs shall have the back painted Oxford Brown. 2) No tag signs or toppers are permitted except SOLD or UNDER CONTRACT tags which may be attached to the sign face or bolted to the sign frame and may not extend beyond the sides of the sign frame. Colors for these tags are not limited to brown and white. 3) Only ONE double-faced sign, placed on the property on the street side from which the driveway enters, is permitted per lot. The Board of Directors may grant a specific exception to this requirement when compliance is not feasible because of the configuration or location of a lot or house. 4) Sign information may include only the name and telephone number of the agent, real estate firm, Owner or building company. 5) Signs must be removed within 10 days after the closing or the expiration of the listing. 6) Signs shall be installed so that the top of the sign is no higher than 3.5 feet off the ground and the sign frame must be at least 2 feet, where possible, from the edge of the roadway. 7) All signs shall be installed in black or brown metal frames and posts. 8) Brochure boxes will be attached to the frames and shall be black, brown, white or transparent.

**1.0302 Open House Sign Regulations** - Open House signs shall not exceed 18” X 30” in size and may be placed only as follows: one directional sign on Roxborough Drive or Roxborough Drive North at an intersection with a street that leads to the location of the open house and, thereafter, directional signs at intersections from that point to the property. One sign may be placed on the property. For those properties that are more than one mile from the main entry building, additional directional signs along Roxborough Drive may be placed at one mile intervals. Signs may be displayed only when an agent is present on the property. Colors are NOT limited to white on brown. No attachments to open house signs are permitted, including but not limited to, balloons, banners, or streamers. Any signs placed in violation of these guidelines are subject to removal by Foundation employees or other individuals who have been specifically designated by the Foundation to remove these types of signs.

**1.0303 Building Site Identification Signs** - A site identification sign is required on all active new construction building sites. Signs will comply with all appearance, material, dimension and location requirements set forth in Section 1.0301 above. Each sign will list the name and phone number of the builder, site street address, site lot number and subdivision and building permit number. No other information will appear on the sign. Signs will be removed within 10 days after issuance of the Certificate of Occupancy. For a period of one year after the adoption of these Rules and Regulations, builders may continue to use signs that meet the dimension and appearance requirements of the Rules and Regulations, or the DRD, in effect on the date of adoption of these Rules and Regulations.

**1.0303.1 Government Required Safety Signs** - All government required safety signs will comply with all appearance, material, dimension and location requirements set forth in Section 1.0301 above, unless other requirements are mandated by applicable government regulations.

**1.0304 Project Area For Sale Signs** - All project area For Sale signs will comply with the requirements set forth in Section 1.0301 above.

**1.0305 Project Area Development Signs** - All signs identifying a project area under development shall comply with the appearance, material, dimension and location requirements set forth in Section 1.0301 above. The information appearing on the sign must be approved by the Foundation Board of Directors.

**1.0306 Alarm Signs** - Signs advising of the existence of alarm systems shall be limited to 100 square inches. There shall be only one sign per lot. Small stickers issued by a security alarm system company may be placed on front and rear doors or windows of a residence.

**1.0307 Signs Prohibited on Residences** - No sign of any kind shall be attached to any part of a Residence, including windows, that is visible from the exterior of the Residence. Political signs may be displayed in windows with the restrictions set forth in Section 1.0309 below. In unusual situations, upon written application of an Owner, the Board of Directors may grant a written exception to this rule.

**1.0308 Golf Course Signs** - All golf course signs shall be subdued and tasteful in appearance and of a type generally found on golf courses.

**1.0309 Political Signs** - Owners and residents may display political signs (as defined in Section 38-33.3 – 106.5, Colorado Revised Statutes) on their property or in their residence windows with the following restrictions. Only one sign per contested office or ballot issue is permitted. All political signs will be of a size and height consistent with Roxborough Park Rules and Regulations and in no case will any political sign exceed the size and height limitations set forth in applicable Douglas County zoning resolutions. All political signs will meet the setback requirements of Section 2904, Douglas County Zoning Resolution, as may be amended, and in no case will any political sign be erected less than 10 feet from property lines or be positioned so as to impair visibility for traffic movement or obscure the natural views of adjacent property owners. No political sign may be displayed more than 45 days before the applicable election. All political signs will be removed no later than 7 days after the election. No political signs may be displayed on Common, Limited Common or Commercial areas.

**1.040 Parking and Storage of Vehicles on Lots** - The parking and storage of certain types of vehicles on Lots, Units and Project Areas is regulated by Section 5.12 (b) of the Protective Covenants. Additional vehicles subject to Section 5.12 are motorcycles, snowmobiles, jet skis, ATV's, golf carts, lawn tractors and similar motorized vehicles.

**1.050 Exterior Antennas, Satellite Receiving or Transmitting Devices** - Any exterior antenna or satellite receiving or transmitting device that is permitted by Section 5.9 of the Protective Covenants shall be concealed as much as possible from adjacent property and roads. The method and sufficiency of concealment may be subjected to review and approval by the Design Committee.

**1.060 Firearms, Archery, Leghold Traps, Fireworks Prohibited** -The discharge of firearms outside of residences, the use of archery equipment, the use of leghold traps and the discharge of fireworks is prohibited within Roxborough Park. Organized fireworks displays approved by the Board of Directors and the West Metro Fire Department may be permitted.

**1.070 Camping Prohibited** - There shall be no camping, including the use of any vehicle, trailer or tent within Roxborough Park.

**1.080 Maintenance of Private Property** - All owners shall be responsible for the general condition of their property including structures, landscaping, removal of trash, or other nuisances in order to maintain the property in a reasonably acceptable condition.

**1.090 Noxious Weed Control** - All Owners will clear from their property all noxious weeds, as defined and published by Douglas County, utilizing control measures published by the County. The Foundation is responsible for the taking of reasonable measures to control noxious weeds on Common Area and other property owned by the Foundation.

**1.100 Mowing, Trimming and Maintenance** - All Owners shall mow, trim or otherwise maintain the landscaping and natural vegetation on their property continuing to the edge of the roadway driving surface adjacent to their property, in a reasonably neat manner.

**1.110 Noise Control** - No person within Roxborough Park shall cause to be played or operated any musical instrument, sound system, television, radio, engine, machine, or other device at such a volume or in such a manner as to be unreasonably disturbing to other Owners or residents.

**1.120 Garage Doors** - Garage doors shall be kept closed except when necessary for entry or exit of vehicles or when necessary for any resident activity in or around the garage or in the yard of the residence.

**1.130 Outdoor Holiday Decorations and Lighting** - Exterior lighted and other decorations recognizing and celebrating any holiday or observance may be displayed in Roxborough Park with the following limitations:

**1.131 Christmas Decorations and Lighting** - Christmas decorations and lighting may be displayed from Thanksgiving Day through the second week of the New Year.

**1.132 Other Religious Holiday Decorations and Lighting** - Decorations and lighting recognizing and celebrating any other religious holiday may be displayed and lighted for a period of four weeks before and for a period of 3 weeks after the holiday. If the holiday extends for a period of more than one day, the time periods for display begin on the first day of the holiday.

**1.133 Non-Religious Holidays and Observances** - Decorations and lighting recognizing and celebrating any non-religious holiday or observance may be displayed and lighted for a period of one week before and one week after the holiday or observance.

**1.134 Excessive Outdoor Decorations and Lights** - Only reasonable quantities of outdoor decorations and lights are permitted. No laser or strobe lights, or similar lights, are permitted.

**1.135 Holiday Lighting Contests** - Roxborough Park residents shall not initiate, or have their homes entered into, any holiday lighting contests or competition.

**1.136 Inclement Weather** - If inclement weather prevents the removal of holiday or observance lighting and decorations within the time periods specified above, they may remain in place until weather conditions reasonably permit their removal. However, in no event will holiday lighting be illuminated beyond the time periods specified above.

## **2.0 Animal Control**

**2.010 Domestic Pet Defined** - A domestic pet is defined as a dog or cat or other generally recognized common household pet such as small reptiles, birds, gerbils, mice, hamsters, guinea pigs, ferrets, rabbits and fish.

**2.020 Types and Number of Pets** - Only domestic pets may be kept in any residence or on any lot. No more than four mature dogs or cats, or any combination thereof, may be kept in any residence or on any lot. A mature dog or cat is defined as one that is more than 5 months old.

**2.030 Vaccinations and Tags Required** - All pets must have current vaccinations and shall wear tags as required by Douglas County Regulations.

**2.040 Pet Control Required** - No pet shall be permitted to roam at large. Dogs shall be restrained at all times.

**2.050 At Large Pets** - Pets that are observed running at large or that attack, harass or otherwise cause injury or disturbance to other domestic animals or human beings may be reported to Douglas County Animal Control. Responsible owners may be fined pursuant to these regulations.

**2.051 Wildlife Harassment** - Pets that are observed chasing, harassing or disturbing wildlife shall be reported to the Colorado Division of Wildlife and may be subject to impoundment and destruction.

**2.060 Removal of Pets** - The Foundation may order the removal from Roxborough Park of pets that frequently, repeatedly or continually bark, growl, howl, yelp, screech, moan, cry, squawk, chirp, cackle, or make similar annoying sounds that are audible beyond the property lines of the host residence and may also fine the responsible Owner pursuant to these Regulations.

**2.070 Approval of Pens or Runs Required** - Animal runs, pens or other exterior containment devices of either a temporary or permanent nature shall be subject to requirements contained in the DRD.

**2.080 Animal Wastes** - Animal wastes that are deposited on the pet owner's property shall be cleaned up and removed promptly to prevent odor or insect infestation. Animal wastes that are deposited anywhere else in Roxborough Park shall be immediately removed by the responsible pet owner.

**2.090 Invisible Fences** - Invisible (electronic) fences may be installed on individual lots, but must be wired or adjusted so the controlled pet is prevented from being any closer than 5 feet from the edge of the lot line.

### **3.0 Refuse Disposal**

**3.010 Trash Containment Required** - All household refuse shall be stored inside a residence or garage until it is taken to the trash transfer site. Refuse being transported to the trash transfer site will be secured in the transporting vehicle to prevent accidental dropping. All accidentally dropped material will be immediately retrieved and secured. Dragging of any refuse behind a vehicle is prohibited.

**3.020 Waste Plant Material Prohibited** - No accumulation of waste plant material is permitted except in properly designed compost containers, which shall not be visible from adjacent lots, common areas, golf course or roads.

**3.030 Hours of Operation of Trash Transfer Site** -The Board of Directors will establish the hours of operation and post notice of hours at the trash site and each mail kiosk.

**3.040 Restricted Use** - The Trash Transfer Site use is restricted to Roxborough Park owners and residents only. Homeowners disposing of home remodeling materials after providing their own labor must use a vehicle registered to the owner's home. Contractors must not dump materials at the trash transfer site. Vehicles used to transport trash to the trash transfer site must either display current Roxborough Park identification stickers, or the driver must be prepared to provide a current form of picture identification with a Roxborough Park address.

**3.050 Compactor Use Required and Allowable Uses** - Residents must use the compactor for regular household trash only. Regular household trash is defined as paper, packaging, food waste, newspaper or magazines, grass cuttings and weeds. Residents are required to run the compactor whenever they notice that it is full using the front hopper door only. All residents shall transport household refuse from their residence to the central refuse compactor. Homeowners who are not hiring contractors, but doing their own work, must break down the materials to fit into the compactor and remove all nails from the material. Items that do not fit into the compactor hopper door must be disposed of only when open tops are available. **All empty cardboard boxes will be broken down.**

**3.060 Proper Disposal of Non-Compactor Items and Designated Areas** - Paper Bins are available for newspaper and inserts, magazines, office paper, and junk mail. *Cardboard and phone books are not allowed.*

Commingle Bins are available for certain acceptable materials, including:

1. Aluminum cans, foil and all empty food and drink containers
2. Tin or steel cans
3. Glass beverage containers of all colors
4. #1 and #2 plastics only, including beverage bottles, bags and other containers regardless of shape

Unacceptable commingle materials include:

1. Plastics other than those marked #1 or # 2 (examples of unacceptable plastic containers are margarine, cottage cheese and yogurt containers)
2. Jar lids
3. Plate or window glass
4. Drinking glasses
5. Ceramics and porcelains
6. Light Bulbs
7. Unclean glass
8. Lead foil from wine bottles

Storage Area: Recyclable Household chemicals must be placed in the storage area for recycling. Some examples of household chemicals include batteries, gasoline, oil, paints (including latex, oil based, and spray paint) and tires. Guidelines of unacceptable materials will be posted based on Clean Harbor recommendations.

Open Tops: Material Acceptable and Non Acceptable-Large items being disposed of in open tops may be placed to the side if the owner cannot lift the item into the open tops.

**3.070 Slash Disposal** - Materials to be placed in the slash pile are limited to tree limbs, trimmings and shrubs.

**3.080 Unacceptable Materials** - Improvement items that are not acceptable for the compactors even if they are cut up to fit the compactors are: sinks, bathtubs, spas, ovens, microwaves, hot water heaters, dishwashers, garbage disposals, washers and dryers. Computers, televisions, projector screens, are not allowed in the compactors. Freon based products such as refrigerators, freezers, and air conditioning units are not allowed at the Roxborough Park Foundation trash transfer site at anytime. No hazardous or toxic wastes shall be placed in the compactor. All paints, thinners, lacquers, lubricants, storage batteries, acids, alkalis, insecticides, herbicides shall be only left in the designated areas for proper disposal.

**3.090 Off Site Disposal** - Homeowners not having the ability to hold unacceptable items at their address are encouraged to dispose of those items at the Waste Management Facility off of Santa Fe and West Union, phone # 303-797-1600.

**3.100 Return of Improperly Deposited Trash** - The Foundation reserves the right to return trash homeowners have left outside of the designated trash site to the owner's lot. Any other user is subject to trespass prosecution as provided by law.

#### **4.0 Road Right of Way or Common Area Disturbance**

**4.010 Permits for Modifications to Common Areas, Roadways and Easements** - There shall be no modifications of any Common Areas, Limited Common Areas, roadways or easements without a permit issued by the Foundation. The permit shall specify the location and extent of any modifications, conditions applicable to the work to be done, and the duration of the project. Permit fees may be established by the Board of Directors.

**4.020 Notice of Start of Work** - Anyone performing any work within the right of way of any road or in a Common Area, Limited Common Area or easement shall notify the Foundation in writing no less than two business days before the start of any work.

**4.030 Access to Roadways** - No driveway or other access to roadways from Lots, Units, Common Areas, Golf Course or Project Areas shall be permitted without the approval of the Design Review Committee.

**4.040 Access Restricted** - There shall be no access from Roxborough Drive or Roxborough Drive North to any lot except the following: Lots 193, 194, 195, 196, 298, 299, 302, 303, 306, 307, 310, 311, 314, 315, 318, 319. Roxborough Downs: Lots 214 through 217, Lots 261 through 264 Roxborough Drive North and Lot 25 Stonehenge at Roxborough, except as specifically approved in writing by the Board of Directors.

**4.050 Location of Existing Utilities** - All involved parties shall obtain locations of existing utilities before the start of any excavation, trenching, tree planting or other significant digging on any Lot, Unit, Common Area, Limited Common Area, roadway or easement. Owners are ultimately responsible for properly locating utilities.

**4.060 Road Closure Notice** - All parties whose work requires the closure of any roadway shall provide written notice to the Foundation, all affected residents and the West Metro Fire Department no less than two business days before the closure. In emergencies, this required notice will be given as soon as practicable. In addition, measures must be taken to assure continuous emergency access to all properties during the road closure.

**4.070 Compaction Required** - Backfill and compaction requirements for any work in Common Areas, Limited Common Areas or roadways shall be identical to the requirements set forth in the Design Guidelines for the construction of new roadways in Project Areas.

**4.080 Roadway Surface Repair** - If paved roadways are cut or damaged as a result of any activity, compaction tests of the sub-grade shall be required before the start of any repairs. Upon approval of the compaction by the Foundation, the damaged area shall be patched utilizing at least 5" of hot asphalt mix applied in two lifts with rolling required at each lift. During the winter months, if weather prevents the use of hot asphalt patching techniques, cold mix at least 3" in depth shall be applied. In addition, a cash bond in the amount of 1.5 times the cost to complete permanent patching shall be deposited with the Foundation until the permanent patch is completed.

**4.090 Restoration of Vegetation** - Where any vegetation is destroyed or disturbed as part of any activity, the area shall be revegetated and protected from erosion as may be necessary.

**4.100 Liability of Responsible Parties** - All parties who are responsible for any work in any roadway, Common Area or Limited Common Area are liable for any failure of the repaired surface. Property owners are urged to obtain a written warranty from the contractor for that period of time and to assure that the contractor is adequately insured for the work.

**4.110 Liability for Accidental Damage to Roadways and Common Areas** - All parties who are responsible for any intentionally or negligently caused damage to roadways, Common Areas or Limited Common Areas are liable for the proper repair of that damage in accordance with the requirements of sections 4.010 to 4.090 above.

## **5.0 Traffic Control and Parking**

**5.010 Speed Limits** - Except where posted otherwise, speed limits for motor vehicle traffic are 30 miles per hour on Roxborough Drive and Roxborough Drive North and 20 miles per hour on all other streets, unless road or weather conditions dictate a lower speed for safe operation of a vehicle.

**5.020 Aggressive Driving** - Aggressive driving is prohibited. It is defined as driving behavior that places people, animals, and/or property in danger through willful or wanton disregard for safety.

Aggressive driving behaviors include, but are not limited to: exceeding the speed limit, driving under the speed limit and not allowing other vehicles to pass, tailgating, obscene gestures, failure to dim high-beams, brandishing weapons, driving with headlights off at night, driving the wrong way on one way roadways, passing on the shoulder or median and high speed “end runs” on secondary roads (i.e., Brown Fox Trail) to beat slower vehicles to the next intersection.

**5.030 Traffic Controls** - It is the responsibility of all motorists to observe all traffic control signs and markings, permanent or temporary, that are placed to ensure the safe and efficient flow of traffic. This includes, but is not limited to, speed limit, stop, one way, do not enter, wrong way, keep right, road maintenance operations, road construction and yield signs, marked crosswalks and center lines. Traffic control signs and markings shall have the meanings and shall require the same driver response as set forth in Title 42, Article 4, Colorado Revised Statutes. Rules regarding the passing of vehicles, stopping for school buses and rights-of-way at intersections without traffic control signs shall be as set forth in Title 42, Article 4, Colorado Revised Statutes. Operators can find these and other traffic laws summarized in the Colorado Drivers Handbook series.

**5.040 Parking Prohibited** - Overnight parking is prohibited on roadways. There shall be no parking in any area that impairs access to fire hydrants. Otherwise, parking on roadways is permitted provided the roadway is kept open for access by emergency vehicles and regular traffic movement. During snow control or road maintenance activities, vehicles parked on the roadway are subject to immediate removal to the nearest impound lot. Vehicle owners are responsible for the costs associated with such removal.

**5.041 Parking Emergency Vehicles** - An Owner or Resident who is a bona fide member of a volunteer fire department or who is employed by an emergency service provider, as defined in Section 29-11-101 (1.6), Colorado Revised Statutes, may, under the conditions listed below, park an emergency vehicle in the resident's driveway. If, because of space limitations, the Owner or resident cannot park the emergency vehicle in the driveway, it may be parked on the edge of a roadway as close as possible to the residence, or in owner/guest parking areas within Roxborough Park. To qualify for this exception to the general Roxborough Park parking rules, all the following conditions must be met:

1. The Owner or resident is required as a condition of his employment to make the emergency vehicle available at his residence for designated periods of time.
2. The vehicle has a gross vehicle weight rating of 10,000 pounds or less.
3. The vehicle bears an official emblem or other visible designation of the emergency service provider.
4. Parking the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other unit owners to use streets and driveways within Roxborough Park.
5. The Owner or resident must file with the Foundation current documentation signed by the employer describing the vehicle and verifying the Owner or resident's employment requirements entitling him to park the vehicle in accordance with the provisions of this section.

**5.050 Construction Material Storage on Roadways Prohibited** - No building material, supplies or support facilities, including sand, gravel, dirt, landscaping material, lumber, steel, roofing material, insulation, siding, lumber packs, fabricated trusses, construction toilets, trash containers etc. shall be placed on any roadway, drainage ditch, common area or easement owned by the Foundation without the prior written approval of the Board of Directors in exceptional circumstances.

**5.060 Authorized Vehicles on Roadways** - Only vehicles that may be lawfully operated on the public roadways of Douglas County may be operated on the roadways of Roxborough Park.

**5.070 Use of Ground Maintenance Vehicles** - Tractors, snowplows, mowers and other similar ground maintenance vehicles may be operated on the roadways and paved trails of Roxborough Park when being used specifically for their intended purpose.

**5.080 Driver's License** - Any person operating any vehicle within Roxborough Park must have a current operator's license for that type of vehicle.

**5.090 Registration and Insurance** - Any vehicle that is required to be registered, licensed or insured by state or local law must meet such requirements to be operated within Roxborough Park.

**5.100 Vehicle Identification** - All vehicles registered to Owners or residents must display current Roxborough Park identification stickers.

**5.110 Vehicle Noise** - The use of vehicle horns or similar devices is prohibited except in emergency situations. The operation of unreasonably loud vehicles is prohibited.

**5.120 Off-Road Use of Vehicles** - Except for ingress or egress in emergency situations, the use of motorized ground maintenance equipment when being used for its intended purpose, and the use of golf carts on the Golf Course, no motorized vehicle may be operated off the roadways of Roxborough Park.

**5.130 Vehicle and Toy Use on Paved Trails** - Bicycles and other non-motorized vehicles and toys may be operated on the paved trails within Roxborough Park. Small toy electric scooters may also be operated on paved trails, but not on any portion of a roadway. Any vehicle or toy used on a paved trail will be operated so as not to endanger people, animals or property.

**5.140 Reporting Traffic and Parking Incidents** - The following are very serious incidents and must be reported to the Douglas County Sheriff.

- Accidents with personal injury or a fatality
- Accidents where substance abuse is suspected (drug and alcohol testing is performed within Roxborough Park Community by Douglas County Sheriff's officers who respond to 911 calls)
- Accidents involving estimated property damage exceeding \$1,000
- Incidents involving drivers who ignore flashing red school bus lights

**5.150 Obstructions to Roadway and Traffic Control Visibility** - No obstructions that impair driver visibility of other traffic or traffic control signs are permitted. Those who install, plant or allow any such obstructions to exist on their property will trim or remove the obstruction when directed to do so by the Foundation. Those who fail to trim or remove the obstruction, after a 30 day notice from the Foundation and after an opportunity to be heard by the Board, will be subject to the enforcement procedures set forth in Article 8 of these Rules and Regulations or the Foundation may take such action as is necessary to remove the obstruction, at the Owner's expense. If the obstruction creates an immediate and serious safety hazard, the Foundation may remove the obstruction without notice to the Owner. The Foundation will remove any obstructions that exist on Foundation property.

## **6.0 Construction Site Restrictions**

**6.010 Scope** - This section applies to all construction work performed by contractors on any Residence, Lot, Unit, Commercial Area, Common Area, Project Area and the Golf Course, and applies to new construction as well as modifications to existing structures or facilities.

**6.020 Days and Hours of Work** - Contractors may not enter Roxborough Park before 7:00 AM. No exterior construction work shall be performed on Sundays or the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas. No exterior or interior construction work shall be performed before 7 a.m. or after 7 p.m. Exceptions to this rule may be made in writing by the Board of Directors.

**6.030 Noise Limitations** - No radio, tape deck, cassette player, CD player or other sound device shall be played on construction sites at volumes that are disturbing to surrounding residents.

**6.040 Dogs** - No dogs are permitted on any construction site.

**6.050 Traffic Access and Parking for Construction Sites** - Construction site parking is permitted on construction sites during authorized construction hours. There shall be no access to construction sites from Roxborough Drive or Roxborough Drive North except as noted in Section 4.040 above. No construction parking is permitted on Roxborough Drive, Roxborough Drive North or any common area. Parking is allowed on other roadways adjacent to a construction site, during authorized construction hours provided the roadway remains safely passable to traffic.

**6.060 Conduct on Construction Sites** - Unnecessary loud or boisterous conduct and profanity are prohibited on construction sites. All personal trash items and loose construction material that may be subject to being disbursed by wind will be removed from the site, or secured, daily. Contractors will clean up accumulations of trash in the vicinity of the construction site on a daily basis.

**6.070 Denial of Access to Construction Sites** - The Foundation may deny access to any construction site to contractors and their employees who violate any provision of these Rules and Regulations or the DRD.

## **7.0 Special Development Area Assessments**

**7.010 General** - Special Development Areas (SDA) and Special Development Area Assessments (SDAA), as defined in the Protective Covenants, shall be created and administered as follows:

**7.020 Funding** - All expenses incurred, including consulting, engineering, design, construction, supervision and legal fees will be borne by the owners of the property included in the Special Development Area. No Foundation funds may be used in support of an SDA.

**7.030 Petition** - The SDA process will be initiated by filing with the Foundation a petition signed by at least 75% of the benefiting owners. The petition will include a description of the desired improvement and the lot numbers of the properties that will benefit from the improvement.

**7.040 Referral to the Board of Directors** - The Board will review the petition in conference with the petitioners and the Design Committee, consultants and engineers, as needed, and approve or disapprove the concept.

**7.050 Bidding Process** - After initial Board approval, the General Manager, with the assistance of an appropriate consultant, if needed, will prepare and submit a request for proposal to qualified bidders.

**7.060 Consideration of Bids by the Board of Directors** - All bids received by the deadline imposed by the request for proposal will be submitted to the Board for review and decision. The General Manager will also provide the Board with other estimated costs, including consultant and construction supervisor costs, if any. The Board in its discretion may accept a bid, reject all bids, or direct the General Manager to obtain further information or details from one or more bidders, engineers or consultants.

**7.070 Submission to Owners for approval** - After the Board accepts a bid, the General Manager will mail a ballot by certified mail to each current Owner in the SDA for approval or disapproval of the estimated SDAA. The amount of the estimated SDAA will include the bid costs, estimated consultant, engineer or construction supervisor costs, plus 25% and will be apportioned equally among the lots subject to the SDA. Deadline for the return of ballots will be as specified in the ballot. At the request of any SDA Owner, the deadline may be extended for a reasonable time by the Board of Directors. Approval of the SDAA by 75% of the affected Owners creates the SDA. The Board, by resolution, will formalize the creation of the SDA and will include in the resolution the lots subject to the SDA and the amount of the estimated SDAA. The resolution will be recorded in the Douglas County Recorder's office.

**7.080 Preparation of the SDAA** - After the SDA has been created, a Special Development Area Assessment will be prepared in the amount approved in the ballot and mailed to all SDA Owners. Owners will be advised that the SDAA is an estimate and that any overruns will be assessed to the Owners, and any surplus remaining at the close of the SDA will be refunded to the original SDA Owners. Owners will be advised to notify the Foundation of any change of address so refunds may be properly distributed. It is the responsibility of each Owner to advise the Foundation, by certified mail, of any change in the ownership of his property.

**7.090 Non-withdrawal from SDA** - Owners may not withdraw from an SDA after it has been created. The combining of two SDA lots or the splitting of one SDA lot after the SDA has been created will have no effect on the liability of any SDA owner who will remain liable for the assessments originally assessed against the lots at the creation of the SDA.

**7.100 Separate SDA Accounting** - The General Manager will establish a separate bank account or accounts for each SDA and will maintain a separate file and database for each SDA. In addition, all assessment information will be entered in the account of each SDA Owner.

**7.110 Contracts** - When 90% of the assessments have been received, the General Manager will convert the approved bids to contracts and hire a general contractor, construction supervisor or civil engineer to supervise the project. The Board may waive this requirement when, because of the nature of the project, independent supervision of the work is not deemed necessary.

**7.120 Completion of Work and Final Payment** - Final payment will not be made to the contractor until the work has been formally inspected and approved by the supervisor hired by the Foundation, or if none, by an appropriate Foundation employee.

**7.130 Overruns and Surpluses** - If there are overruns, additional assessments will be sent to all SDA Owners to cover the additional costs together with substantiating documentation. If there is a surplus in the SDA account after all payments have been made, 90% of that surplus will be refunded to the original SDA Owners; 10% of any surplus will be retained in the account until the warranty period has expired and any necessary repairs have been made by the contractor.

**7.140 Closing the SDA** - When all work has been satisfactorily completed, all expenses paid, all assessments collected, warranties expired, legal issues settled, and insurance claims collected, the SDA will be closed. Any funds remaining in the SDA account will be refunded to the original SDA Owners. If, after a reasonable effort to locate an owner or owners to whom refunds are due, the Foundation is unable to locate such owners, those refunds will be handled in accordance with the Colorado unclaimed funds law.

## **8.0 Non-Compliance Penalty Assessments (Fines) and Enforcement and Hearing Procedures**

**8.010 General** - Owners, residents or parties who are responsible for violations may be assessed penalties or be subject to other enforcement methods, as set forth herein, for non-compliance with any provision of Article 5 of the Protective Covenants, any requirement of the Roxborough Park Home and Landscape Design Requirements Procedures and Regulations (DRD) or any provision of Articles 1 through 7 and Article 9 of these Rules and Regulations.

**8.020 Procedure** - For any reported violation, the General Manager or other designated Foundation employee will confirm the reported violation of any Governing Document provision listed in Section 8.010 above. After such confirmation, if the violation is continuing in nature, the General Manager or other designated Foundation employee will first make all reasonable efforts to contact the owner, resident or party who is responsible for the violation, including phone calls, email and regular mail, and request that appropriate action be taken. If the violation is not resolved within a reasonable period of time, considering the nature of and the circumstances surrounding the violation, the General Manager, or other designated Foundation employee, will then give written notice

of the violation to the owner, resident or party who is responsible for the violation with a request to cure the violation within 5 to 30 days, depending on the nature of the violation and the ease with which the violation can be cured. In exceptional circumstances, when substantial harm may be inflicted on the Foundation or other owners or residents unless the violation is cured immediately, the General Manager, with the approval of the Board of Directors, may issue a written order to stop work or to cure the violation immediately. If that order is not complied with within 24 hours after the issuance of the order, the General Manager, with the approval of the Board of Directors, may seek a court order to stop work or to cure the violation.

**8.030 Penalty Assessments and Collection** - If the violation is not a continuing one, or if the offending owner, resident or party does not cure the violation within the time period allowed in the notice or order, or within any extension of that time period granted by the General Manager, the responsible owner or resident will be assessed penalties, after being given an opportunity to be heard by the Board, in accordance with the Schedule of Penalties set forth herein. After the hearing, Owners and residents will be notified in writing of the Board's decision and will also be notified, when appropriate, that additional daily penalties will be levied against the owner until the violation is cured. Unpaid penalties will be posted to the responsible owner's account as they accrue and may be collected in accordance with the provisions of Article 4 of the Protective Covenants as if they were an assessment.

**8.040 Hearings** - The Board will meet periodically as needed to hear cases of alleged owner violations of the Governing Documents that have not been resolved by the General Manager in accordance with section 8.020 above. A written notice of the time, date and purpose of the hearing will be mailed to the offending Owner or resident at least 14 days before the scheduled hearing. Hearings will be postponed by the Board only upon a showing of good cause by the Owner or resident. At the hearing, the General Manager will explain the nature of the alleged violation and the Owner or resident may present argument and evidence in rebuttal. Unless specifically ordered by the Board, any stop work order issued in accordance with section 8.020 above will remain in effect pending the hearing. At the conclusion of the hearing, the Board may take any action deemed appropriate by a majority of Board members hearing the case. Bylaws quorum requirements apply to these Board hearings.

**8.050 Schedule of Penalties** - The four classes of non-compliance violations, ranked according to the seriousness of the violation and the amount of the non-compliance assessment, for each violation are as follows:

Class 1: \$50 per occurrence. \$10 per day for each day the violation continues after the cure date, plus any reasonable cost of cure incurred by the Foundation.

Class 2: \$100 per occurrence. \$20 per day for each day the violation continues after the cure date, plus any reasonable cost of cure incurred by the Foundation.

Class 3: \$300 per occurrence. \$60 per day for each day the violation continues after the cure date, plus any reasonable cost of cure incurred by the Foundation.

Class 4: \$500 to \$5,000 per occurrence as determined by the Board of Directors. \$100 to \$1,000 per day, as determined by the Board of Directors, for each day the violation continues after the cure date, plus any reasonable cost of cure incurred by the Foundation.

**8.060 Traffic/Parking Incidents and Assessed Violations** - If a violation of Section 5 of the Rules and Regulations is determined, appropriate enforcement action will be taken against property owners of record, which may include, but are not limited to: official phone calls, official warning letters, personal visits from Foundation representatives, or fines as established herein and imposed in accordance with the procedures set forth in section 8.030 and 8.040 above.

Substantiated violations that arise from behind-the-wheel behaviors of Owners, renters and their resident family members may be assessed fines as follows:

**Speeding:**

1-4 mph over speed limit.	\$15.00 per incident
5-9 mph over speed limit.	\$35.00 per incident
10-19 mph over speed limit.	\$50.00 per incident
20 or more mph over speed limit.	\$100.00 per incident

**Failure to observe traffic control signs and markings:** \$50 per incident.

**Prohibited parking:** \$25 per day.

**Unauthorized vehicle use on or off roadways:** \$50 per incident.

**Other violations of Section 5.0:** \$50 per incident.

Assessed monetary penalties shall double, triple, and quadruple, etc. with the second, third, and fourth similar violation within the period of one year from the first violation.

Fines not paid within 30 days will be posted to the property owner’s account and will thereafter be collected in accordance with the provisions of Section 4 of the Protective Covenants.

**8.070 Classification of Covenant Violations** - All violations of Sections 5.3 through 5.27 of the Protective Covenants shall be Class 1 violations except the following sections which shall be classified as indicated:

- Section 5.3 Use/Occupancy: Class 2
- Section 5.4 Home Occupations: Class 2
- Section 5.17 Hazardous Activities/Outside Burning: Class 3
- Section 5.22 Restrictions on Mining and Drilling: Class 3

**8.080 Classification of Rules and Regulations Violations** - All violations of Articles 1 through 7 and Article 9 of the Rules and Regulations, except traffic violations, shall be Class 1 violations except the following sections which shall be classified as indicated:

Section 1.100: Firearms, Archery, Leghold Traps, Fireworks Prohibited: Class 3  
Section 1.030: Sign Regulations: Class 3  
Section 2.050: At Large Pets: Class 2  
Section 4.010: Permits for Modifications to Common Areas: Class 2  
Section 4.030: Access to Roadways: Class 2  
Section 4.040: Access Restricted: Class 2  
Section 4.070: Compaction Required: Class 3

**8.090 Classification of Violations of the DRD** - Classifications of DRD violations are as follows:

Class 2 violations:

1. Each failure to make required deposits or fees or to provide bonds or insurance.
2. Each failure to control and remove trash and debris.
3. Each failure to comply with any DRD mandated deadline not specifically listed as a class 3 or 4 violation.
4. Each failure to comply with any provision of the DRD not specifically listed as a class 2, 3 or 4 violation.

Class 3 violations:

1. Non-completion of new or existing house construction or modification or landscaping plans within required time.
2. Improper marking of lot line or area of disturbance on lot.
3. Trespass on adjoining lots or property during construction.
4. Failure to attend or to comply with the requirements of any required builder's conferences.

Class 4 violations:

1. Each failure to obtain required Design Committee approval for any plan or activity.
2. Each failure to comply with or deviation from any plan or activity that has been approved by the Design Committee.
3. Destruction of vegetation outside approved area of disturbance.
4. House siting not in compliance with approved plan.
5. Use of explosives.

**8.100 Legal Action** - The Board of Directors may authorize legal action in lieu of or in addition to any enforcement action set forth in Article 8 of these Rules and Regulations when, in the opinion of the Board of Directors, those enforcement actions are inadequate. Legal action may include actions for injunctive relief or for damages, or both, as determined by the Board of Directors.

## **9.0 Parks, Playgrounds and Trails**

**9.010 Parks and Playground Use** - Parks and playgrounds are for the exclusive use of the property owners, residents, their families and guests and are available for use during daylight hours.

**9.020 Restrictions on Park and Playground Use** - Groups of ten (10) or fewer persons may use the park and playground facilities without prior arrangements. A reservation may be obtained at the Foundation office on a first come first served basis for groups larger than ten (10) persons.

**9.030 Facilities Furnished** - There is no charge for the use of the facilities, which include picnic shelters, picnic tables, trash baskets, bicycle racks, benches, play structures, tetherball court, volleyball court, one-half basketball court, horseshoe pits and gas grills. Horseshoes are available at the entry building and must be returned after use.

Propane gas is furnished upon request. Parties with reservations shall have precedence over casual park visitors in the use of all facilities.

**9.040 Equipment Not Furnished** - All users must furnish grill tools, basketball, volleyball and any other equipment for activities at the park. Users are responsible for clean up of the park including grills, picnic tables, benches etc. Users must report all damage to park facilities by the next working day. Users shall provide water for use at the park. Users shall dispose of left over foodstuffs and other trash by removing such material from the parks and playgrounds.

**9.050 Paved Trail** - The paved trail system is provided for the exclusive use of pedestrians and foot driven vehicles only. No motorized vehicles are permitted except small toy electric scooters. Golf carts, motorized wheelchairs or similar vehicles used exclusively for the transport of physically impaired persons are permitted if operated under 10 mph. In all areas where the paved trail is not separate from the roadway, users shall exercise care in using the extreme outside edge of the roadway or the marked crosswalks.

**9.060 Natural Trails** - The natural trail system is provided for the exclusive use of pedestrians. No motorized or foot driven vehicle are permitted. Since the trail system traverses the Dakota and Lyons hogbacks, care must be exercised to prevent rocks from being dislodged or thrown. Users of the Lyons trail must refrain from noise that may interfere with the users of the Arrowhead Golf Course.

## **10.0 Miscellaneous Administrative Procedures**

**10.010 Notice of All Board and Committee Meetings** - Notice requirements for Board meetings are contained in Section 6.4 of the Bylaws. Meetings of all committees appointed by the Board shall be subject to the same notice requirements and shall be open to all Owners.

**10.020 Notice of Member Meetings** - Notice requirements for Member meetings are contained in Section 4.4 of the Bylaws. In addition, all required notices will also be posted, when possible, on the Foundation's web site. Any owner who has specifically requested electronic notice of Member meetings and who has provided the Foundation with a current e-mail address will be notified by e-mail.

**10.030 Owner Participation in Board Meetings** - Before voting on any matter, the Board will permit owners to comment on the matter to be voted upon. The Board President may place reasonable time limitations on each owner's comments and may also place reasonable limitations on the number of owners who may comment on a specific issue, giving due consideration to the nature and complexity of the issue and the right of Owners to express diverse opinions. A reasonable number of Owners will be permitted to speak on all sides of any issue. Owners will also have the right to speak on any topic during an "open forum" session that must be held at each regularly scheduled Board meeting.

**10.040 Voting by Members** - Member voting on any matter affecting Roxborough Park, including the election of Board members, shall only be conducted by secret written ballot. Any Owner holding a proxy from another Owner must exchange the proxy for a secret ballot which may then be voted by the proxy holder on behalf of the Owner who executed the proxy. Voting may not be conducted by a show of hands or by electronic means for these types of matters. Voting will otherwise be in accordance with the procedures set forth in Articles 3, 4 and 5 of the Bylaws. The written ballots will be opened, counted and tabulated by the Foundation's accountants, auditors or other neutral persons appointed by the Board. The accountant, auditor or other neutral person may not be an Owner, resident or Foundation employee, or a relative of an Owner, resident or Foundation employee. The persons counting and tabulating the ballots and proxies will transmit to the Board a written report setting forth the results. No information will be contained in the report that identifies any voter. If the persons counting the votes have reason to question the validity of any specific ballot or proxy, they will submit the questioned ballot or proxy to the Secretary of the Foundation for a final determination of validity. An Election Committee appointed by the Board may coordinate all aspects of any vote on issues or any election, but may not participate in the actual counting and tabulating of the ballots and proxies. All ballots and proxies will remain confidential, will be retained in a secure location by the Foundation in accordance with the Foundation's record retention policy and may be reviewed or inspected by an Owner only in strict compliance with applicable Colorado law. Actions taken by Board appointed committees will not be subject to the formal voting requirements of this section.

**10.050 Inspection and Copying of Foundation Records and Documents** - All records and documents maintained by the Foundation in any form, except documents containing information properly discussible in Board executive sessions under applicable Colorado law, are subject to inspection and copying by an Owner or an Owner's authorized agent in accordance with the procedures herein. All requests will be submitted on a Foundation form and must describe with particularity the records and documents being requested and the purpose of the request. Each request must be made in a good faith effort to obtain information relevant to the Owner's bona fide interest in Foundation business. Each request must be reasonably limited in time frame and in number of documents requested and the requested documents must be relevant to the purpose stated in the written request. Within 5 business days after the written request has been submitted, the Foundation will advise the Owner of its action on the request, including reasons for not producing certain records or documents. Thereafter the documents may be inspected, or copies obtained, during normal business hours at the Foundation office. The Foundation may adopt a copying charge that reflects the actual cost of producing copies. Any refusal by Foundation employees to produce requested records or documents may be appealed to the Board of Directors.

**10.060 Board Member Conflicts of Interest** - If any action of the Board of Directors could to any degree financially benefit a Board member personally, or any person who is a relative of a Board member, the affected Board member must openly declare the nature of the conflict at the meeting in which the action is to be taken, before any discussion of the action has occurred, and may not thereafter participate in any discussion of or vote on the action under consideration. Any action taken by the Board in violation of this section, as determined by a unanimous vote of the Board members who are not involved in the conflict of interest, shall be void. However, after declaring the action to be void the Board may thereafter vote again on that action, without the participation of the Board member who had the conflict of interest.

**10.070 Investment of Foundation Funds** - All operating, reserve and surplus funds will be invested only in accounts or instruments guaranteed, insured or issued by the United States Government or an agency of the United States Government. Maturity dates of any investment instruments will be consistent with the anticipated needs for the funds invested. The Foundation Treasurer will monitor the Foundation's investments to ensure compliance with this section and will verify compliance at each annual meeting of the Foundation. Funds not belonging to the Foundation, such as owner and builder deposits required by the provisions of the DRD, will be deposited in a federally-insured bank account separate from the Foundation's other accounts.

**10.080 Mediation Requirement in any Legal Action by or Against the Foundation** - No legal action filed in a court or with a governmental agency by an Owner or the Foundation against the other, except assessment collection actions, may proceed to a judgment or decision until the parties have submitted the dispute to mediation. Within 60 days after the filing of an action by or against the Foundation, the Foundation will present a list of at least 3 qualified and disinterested mediators to the other party who, within 30 days after receipt of the list, must select the mediator. If the other party fails to select a mediator within the 30 day period, the Foundation will select a mediator from the list.

Mediation will occur as soon thereafter as is mutually agreeable to the parties, but in no event longer than 60 days after the mediator has been selected. Either party may request the court or agency for assistance in setting a date for mediation. If an agreement is reached by the parties, it will be submitted to the court or agency as a stipulated judgment, order or decision. If, after a good faith effort, an agreement is not reached, the action may proceed to judgment, order or decision by the court or agency. Mediation is not required in any situation that presents an imminent threat to the peace, health or safety of any party or when any delay in the issuance of a judgment, order or decision may result in irreparable harm to any party. The cost of mediation will be borne equally by the parties.

**10.090 Adoption of Policies, Procedures, Guidelines and Protocols** - The Board may adopt written policies, procedures, guidelines and protocols that address the details of specific day-to-day operations of the Foundation. Any such document must be presented and voted upon by the Board at a regular public Board meeting and may not amend or conflict with any provision of the Governing Documents. The Foundation will maintain a current list of all such documents. That list and the documents listed thereon may be inspected by any Owner at any time during normal business hours.

## **11.0 Interpretation, Enforcement, Severability, Amendment and Effective Date**

**11.010 Interpretation** - Any matter, condition, or material not defined herein or any matter requiring interpretive clarification shall remain a matter of discretion on the part of the Board of Directors of the Roxborough Park Foundation.

**11.020 Enforcement** - Residents and Owners may report violations of these rules and regulations to the Foundation staff. The Foundation may require such reports to be made in writing, in which case email or fax reports will be acceptable. It shall be the responsibility of the administrative staff of the Foundation to enforce these rules and regulations as well the provisions of other Governing Documents.

**11.030 Severability** - Each and every provision contained herein shall be deemed independent and severable, and the invalidity or partial invalidity of any provision shall not affect the validity or enforceability of any other provision herein.

**11.040 Amendment** - The Rules and Regulations may, from time to time, be amended pursuant to the provisions of the Protective Covenants and Bylaws. At least 30 days before adopting any amendments to these Rules and Regulations, or the DRD, the Board of Directors will provide the public notice required by Section 5.2 of the Protective Covenants.

**11.050 Effective Date** - These Rules and Regulations shall be in force upon approval by the Board of Directors of the Roxborough Park Foundation pursuant to the terms and conditions of Section 5.2 of the Protective Covenants.

**CERTIFICATION**

By signature below, the Secretary of the Board of Directors certifies these Rules and Regulations received the affirmative vote of a majority of the members of the Board of Directors.

Roxborough Park Foundation  
A Colorado nonprofit corporation,

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_