

# Grace Park II Condominiums

## Rules & Regulations

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www.graceparkii.com



All property owners, tenants and guests are subject to the Restrictive Covenants in the Grace Park II Condominium documents. *Acceptance of Provisions of All Documents: The conveyance or encumbrance of a Condominium Unit shall be deemed to include the acceptance of all the provisions of this Declaration, the Articles, the Bylaws, and if any in effect, the Regulatory Agreement, Rules and Regulations and Management Agreement and shall be binding upon each grantee without the necessity or inclusion of such express provision in the instrument of conveyance or encumbrance.* The documents are available for review on the Grace Park II website [www.GraceParkII.com](http://www.GraceParkII.com). Owners and residents are encouraged to read these documents which more clearly outline their rights and responsibilities.

The Board of Directors follow the enforcement policies. Unit Owners are ultimately financially responsible for their tenants for fines from the Board, but Tenants are responsible for all fines from local government agencies such as Animal Control. Failure of residents to comply with these rules could result in fines and/or a lien being placed on their property.

### **EXTERIOR ADDITIONS, STRUCTURE CHANGES AND ARCHITECTURAL REQUESTS:**

- No building, fence, wall, canopy, awning, structure **or improvement** (this includes windows, doors, screen doors, etc.) shall be commenced, erected, altered, moved, removed or maintained upon the Project or any portion thereof, nor shall any exterior additional to, or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of the same shall have been submitted to and approved in writing by the Board of Directors as to harmony of external design and location in relation to surrounding structures and topography.
- No structures of a temporary character such as trailers, boats, campers, camper shells, inoperative motor vehicles, tents, shacks, garages, barns or other out-buildings shall be used or permitted to be kept or stored on any portion of the premises at any time, either temporarily or permanently.
- No window air conditioning units, or visible antenna, shall be installed in or on any Condominium Unit.
- Screen Doors - Any screen door or storm door installed over the front door of a Unit must have the same color as the Unit's front door.
- Fencing of patios: An architectural request approved by the Board of Directors is required prior to construction of fences. Once built, the Unit Owner is responsible for maintaining their fence in good repair, staining to the approved color, and maintenance of any lawn or plants within the fenced area.

### **SCREEN DOORS/WINDOWS/WINDOW SCREENS:**

- Any screen door or storm door installed over the front door of a unit must have the same color as the unit's front door.

- Unit Owners are responsible to maintaining the windows and window screens of their unit.
- If windows are replaced they must match the other window designs and colors within the complex.
- All window coverings shall be of a commercial nature in appearance. Window coverings must be in good repair. No blankets, sheets, banners, etc., shall be permitted to be used as window coverings.

### **SWAMP COOLERS**

- While the Association provides the spring start-up and winter shut-down services, Unit Owners are financially responsible for any other repairs or maintenance to the air conditioner for their individual unit. Because of the liability to the Association, repairs may only be performed by a licensed and insured HVAC contractor and coordinated with the Association. No access to the roofs are allowed without the Association Manager's prior approval.

### **VEHICLES:**

- Each unit shall have the right to use one designated covered and one uncovered parking space as indicated by the numbers painted on the curbs. Assigned parking spaces are to be used exclusively by the Resident unless prior specific authorization has been given to others.
- Each unit shall be responsible for keeping their two (2) assigned parking spaces clear of snow, debris and other obstructions. Debris includes leaves, weeds, grease or oil, cigarette butts, stones, trash, etc.
- All vehicles parked on the property must have a current registration.
- Inoperable or nuisance vehicles are not permitted.
- Only passenger motor vehicles may be parked in the parking spaces. No large commercial type vehicles, recreational vehicles, including but not limited to camping units, camper shells, house or motor homes, boats, trailers, towed vehicles, etc. are allowed.
- **No vehicle repairs are permitted anywhere on the property.**

### **SPEED LIMIT:**

- All Residents are to comply with the posted speed limit in the complex of 5 MPH.

### **TRASH:**

- All rubbish, trash or garbage shall be regularly removed from the unit by the Resident to the designated trash bins, and shall not be allowed to accumulate on balconies or patios.
- Large items such as furniture, appliances, mattresses, etc., may NOT be put onto the curb, into trash bins or in the trash area. These items must be removed by the resident to the appropriate city or county waste management facility.
- Boxes must be broken down prior to placing in the dumpster.
- Properly dispose of all cigarette butts.

### **LEASES:**

- No Condominium unit may be leased for an initial term of less than thirty days.
- All leases shall be subject to the terms and conditions of the Declarations and Bylaws of Grace Park and these Rules & Regulations.

**SIGNS:**

- No advertising signs, except one not more than one square foot “For Rent” or “For Sale” sign per Unit displayed in the unit window. No billboards, unsightly object, or nuisances shall be erected, placed or permitted to remain on the premises of a Unit or the Common Elements.

**NOISE:**

- Loud music or noise in violation of City Ordinance 9.02 is prohibited at all times. Every effort should be made not to disturb any neighbors. Quiet hours shall be from 10:00 PM until 8:00 AM.

**NUISANCES:**

- No nuisances shall be allowed or permitted upon the property, nor shall any use or practice which is the source of annoyance to Residents or which interferes with the peaceful possession and proper use of the property by Residents thereof be permitted.
- All parts within the property shall be kept in a clean and sanitary condition. No rubbish, refuse or garbage is allowed to accumulate, or any fire hazard allowed or permitted to exist.
- The premises may not be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Condominium Unit or any resident thereof.

**PETS:**

- Unit Owners are ultimately financially responsible for their tenants’ fines from the Board, but tenants are responsible for all Mesa County Animal Control fines.
- No animal, livestock, reptile or poultry of any kind shall be raised, bred or kept on the Property, except that pet birds and not more than two (2) domesticated pet dogs or cats may be kept on the premises at a Unit, subject to all County of Mesa, Colorado animal ordinances and subject to rules and regulations from time to time adopted and amended by the Association; provided, however, that such pets are not kept for commercial purposes.
- An Owner is responsible for all damage caused by his animal(s).
- No animal that disturbs any Owner shall be allowed to remain tied or chained to any balcony, patio or other parts of the Condominium Unit and any such animal(s) so tied or chained may be removed by the Association or its agents.
- Owners are responsible to cleaning up their pets’ feces and keeping dogs on a leash when outside.
- Aggressive animals are not allowed, and, if deemed necessary, removal may be required by the Board of Directors or Animal Control.

**BALCONIES & PATIOS:**

- A Resident shall always keep the front steps, balcony, and patio areas adjoining a Condominium unit in a clean, orderly, and sanitary condition, free of all snow, debris and other obstructions. Residents are not permitted to dry any laundry, rugs, etc., on the balconies or patios. Items permitted to be kept on the balconies and patios are restricted to patio furniture and bikes that are stored in an orderly manner and only in front of Resident’s unit.

### **GARDENING:**

- Except in the individual balcony and patio areas, no planting or gardening shall be done. Residents are responsible for keeping the grass areas around their unit clear of trash, toys, hoses, etc.

### **EXTERIOR WATER FAUCETS:**

- Residents are responsible for disconnecting hoses from the outside faucet to their unit. If the pipes freeze and damage is caused, it is the Owner's responsibility to pay for all repairs and damage, both inside and outside of the unit or to any adjoining unit.

### **GAS, CHARCOAL, WOOD BURNING GRILLS & FIREPITS:**

- No gas, charcoal, or wood burning grills or firepits are allowed on the upper decks or on the patio areas in the front of the unit.
- Open flame devices may only be on the back patio areas, 10 feet away from any combustible structure.
- See Fruita Fire District Code 308.1.4 - Open-flame cooking devices.

### **BUSINESS ACTIVITY:**

- No business activities of any kind whatever shall be conducted in the Project/Grace Park II development.

### **HOLIDAY DECORATIONS:**

- Decorations on the exterior of the buildings are not permitted except on the patio and deck so long as any of the structure is not pierced in order to attach the decorations. Nothing may be installed that hinders the safety and easy access/exit of each unit. Holiday decorations shall be removed within two weeks of the end of the holiday. Decorations should be tasteful and by the 'reasonable person' standard non-offensive. At the Board's discretion, offensive decoration may be removed.

**NOTE: The Association works with and notifies unit owners only regarding compliance issues. It is the unit owner's responsibility to educate and notify your tenants as well as to ensure tenants correct any non-compliance issues.**