

**Franklin Townhomes
Owners Association, Inc.**

**Handbook
Of
Rules and Regulations**

Adopted:
June 29, 2003

Revised:
April 2008

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Welcome to Franklin Townhomes

Purpose

This handbook has been prepared as a handy reference aide for the owners and non-owner residents of FranklinTownhomes. It is not intended to replace or amend either the Franklin Townhomes Declaration or Bylaws, copies of which all owners should have received at closing.

1. About the Association

The Franklin Townhomes Owner's Association is a not-for-profit corporation of homeowners established to govern the townhome property. When you purchased a Franklin Townhome, you automatically became a member of the Association. Being a member of the Association carries both benefits and responsibilities, some of which are described below. If you have any questions about the Association, you should contact either the management company or a member of the Board of Directors.

2. About the Board of Directors

A four member Board governs the affairs of Franklin Townhomes. The governing documents require each board member be a homeowner. Board members are elected by the homeowners at the annual meeting and serve without pay. The names of the current board members are listed on the available upon request.

The Board holds regular meetings on an "as needed" basis. All homeowners are welcome to attend any board meeting, though there is no special need for most homeowners to attend the Board's regular meetings.

Additionally, an annual meeting, which all homeowners are encouraged to attend, is held every march. Special meetings of all homeowners may also be called pursuant to Section 3.2 of the Bylaws.

If there is a topic that you wish the Board to discuss either at the annual meeting or at a regular board meeting, please contact either the property manager or a board member.

3. Property Management

The board has selected the professional management firm of Colorado Management & Realty, Inc to handle the day-to-day matters of the Association through February 1, 2004. Their mailing address is:

Colorado Management & Realty, Inc
5783 Sheridan Blvd, #202
Arvada, CO 80002
303.433.2325 Fax: 303.433.5044
Email: emailus@cmrdenver.com
Web page: www.cmrdenver.com

Address to send payments:

Franklin Townhomes Association
C/O Colorado Management & Realty, Inc
5783 Sheridan Blvd, #202
Arvada, CO 80002

4. Declarations, Bylaws, Articles and Rules

The Franklin Townhome Declaration, amendments to it, and the Bylaws are the governing documents that establish the property rights and obligations of the Association and homeowners. Copies may be obtained from the Denver County Clerk and Recorder.

By purchasing a unit in the Franklin Townhomes, each homeowner agrees to comply with the provisions of these governing documents. Additionally, non-owner residents, tenants, guests, and other non-owner visitors to a townhome are also bound by the Declaration and Bylaws. Violations by residents, contractors, guests or children are the responsibility of the homeowner.

Pursuant to Section 6.1(a) of the Bylaws, the board is authorized to create rules and regulations. Association members are required to follow those rules, some of which are set forth here.

5. Definitions

FTOA or ASSOCIATION: Franklin Townhomes Owners Association, Inc.

BOARD: FTOA Board of Directors

HOMEOWNER, UNIT OWNER, or OWNER:

The person or persons whose estates or interests, individually or collectively, constitute fee simple ownership of a townhome unit, but shall not include those having an interest in a townhome unit, merely as a security for the performance of an obligation.

RESIDENT:

The person or persons in possession of a unit regardless of whether the person is a Homeowner. This can be a Tenant.

For a complete list of definitions, refer to the Bylaws and Declarations.

6. Rules and Regulations

These rules are designed to make living in our community pleasant and comfortable. In living together, all of us not only have certain rights, but also certain obligations to other residents. The restrictions we impose upon ourselves are for our mutual benefit and comfort. The following rules do not supersede the Declaration and Bylaws of the Association of any other legal obligation. In fact, many of these rules are also included in the Declaration and Bylaws. If there is any conflict between these rules and the Declaration and/or Bylaws, the Declaration and/or Bylaws will govern.

6.1. The Rules Will Be Enforced as Follows:

Any homeowner who is assessed a fine and wishes to dispute it, may do so in writing to the Board within ten days of the date the penalty was assessed. A hearing will then be scheduled before the Board.

Any homeowners who refuse to pay a penalty fee will a lien placed on his/her property by the Association. Any and all costs associated with collecting the penalty fee filing the lien, and other action taken by the Board to secure compliance with these rules and are the responsibility of the offending Homeowner, including attorney fees.

Fine Policy per Bylaws section 9.2

It benefits all homeowners in the Franklin Townhomes community to establish rules and regulations to promote the common good and enjoyment of the homeowners' investment, protect property values, and maintain a pleasant living environment.

Failure to adhere to the Rules and Regulations may result in monetary fines, liens on the unit, suspension of voting

rights, and/or suspension of any series provided by the Association. Furthermore, the homeowner may also be held responsible for costs incurred by the Association to resolve the issue such as, but not limited to legal expenses.

First Notice of Violation:

Notice to homeowner reminding them of the Rules and Regulations that pertain to the alleged violation and describing the penalty to be imposed if the homeowner does not comply with the Rules and Regulations within two weeks of the date of the notice. If the homeowner so desires, they may appeal the alleged violation within ten days of the receipt of the notice. The HOA Board will set a date on which the homeowner can be heard to review the issue.

Second Notice of Violation:

\$50.00. Fine may be imposed if the homeowner has not ceased violating the Rules and Regulations within two weeks of the date of the First Notice of Violation.

Third Notice of Violation:

\$75.00. Fine may be imposed if the non-compliance is not remedied within one month of the date of the Second Notice of Violation.

Subsequent Notices of Violation:

\$100.00. Fine may be imposed for every month for so long as the violation of the Rules and Regulations continues.

6.2. Reporting Violations

The most effective way to control any violation of rules is to first confront the violator in a friendly manner. However, if this approach has no effect, promptly report the violation to a Board member or the management company. To make a report, you must keep an accurate record of the occurrences (address of violator, names, dates, times, descriptions, etc.).

If a violation of these rules also constitutes a violation of any city, county, state, or federal ordinance, that violation should also be reported to the appropriate authorities.

7. Monthly Maintenance Fees (HOA Dues)

Each homeowner is obligated to pay their share of the common operating expenses and reserves of the community. The amount of the monthly dues is determined using the procedures described in the Declaration and Bylaws.

This maintenance fee is due on the 1st of each month for that month. Payments should be mailed on or before the 1st (the due date). Accounts are late if payments are not received and processed at the payment processing center by the 10th of each month. A late charge of \$25.00 and interest of 1.75% will be charged each month on all unpaid maintenance fees.

The board may demand that all remaining dues for that calendar year be paid at once, in advance, per the Declarations and Bylaws of the Franklin Townhome Owners' Association.

The maintenance fee does not cover payments of interest or principal on homeowners' mortgages, nor does it cover property taxes or fines levied on individual units. Covered items include: management fees, common area maintenance, trash collection, common area utilities, common water/sewer, common area insurance, snow removal and reserves. Any homeowner may obtain copies of the budget and monthly financial statements from the property management company.

8. Waste Removal

No resident shall permit any refuse or discarded items to be placed anywhere on common property or balconies. Grease, bones, fibrous

materials and other refuse should be properly bagged and carried to the dumpster. Boxes should be flattened before placing into the dumpster.

All waste items being discarded must be placed **into** the Franklin Townhomes dumpster (located on the northwest corner of the guest parking area) and the lids fully closed. Any persons discarding items outside of, or next to the dumpster will be fined and charged the cost of removal of the objects. If the dumpster is full, items to be discarded should be held inside your garage until the dumpster is emptied.

Finding appropriate disposal for large items such as furniture, mattresses, large appliances, etc. is the sole responsibility of the individual homeowner. Any persons discarding these items on Association property will be fined and charged the cost of removal of the item(s).

9. Homeowner Maintenance Responsibility

Each homeowner is responsible for the maintenance and repair of all items within the interior of their unit. All maintenance and repairs of internal installations or fixtures such as; plumbing, electrical, appliances, telephone, doors, windows, window coverings, flooring and other personal property shall be at the homeowners expense. If such repairs require the turning off of any building systems that would affect neighboring units, the work must be scheduled in advance with the property management company.

When making a service request, if the reported problem does not involve association property, the homeowner or resident making the request is responsible for all associated costs.

An individual homeowner may be required to pay for the repair or replacement of association property or its common area when he/she has caused damage or excessive wear and tear to that property.

10. Modifications to Franklin Townhomes

Absolutely no structural changes to a unit or exterior alternations may be made without prior written approval of the Board of Directors. This includes, but is not limited to: exterior painting, window air conditioners, evaporative cooling systems, (i.e. swamp coolers), replacement windows, interior changes that affect the structural soundness of the building, etc. Additionally, homeowners may not perform any act that causes damage to the building, any common area, or another unit.

10.1 Exterior Appearance

No exterior alterations may be made without prior written approval of the Franklin Townhomes HOA Board of Directors. Exterior painting, installation of new awnings or replacement of existing awnings, window air conditioners, evaporative cooling systems (i.e. swamp coolers), replacement windows or anything that changes the exterior appearance of Franklin Townhomes in any way is not permitted. Exceptions may be required in writing from the FTOA Board of Directors.

No garments, rugs or other articles are to be hung on or from: balconies, windows, or fences.

10.2 Satellite Dishes

This section was revised on May 16, 2004 and is a lengthy (12 page) document.

You can view and/or download the new document at www.cmrdenver.com:

Click on Associations
Scroll down to Franklin Townhomes
Scroll down to Governing Documents
Click on Satellite Dish Rules

10.3 Signage

No signs, other than professional

For Sale

For Rent

Small sorcery signs

are permitted on association property without prior written approval of the Board of Directors. Signage is never permitted in homeowner or resident windows.

Signs must be placed next to the front door and are not permitted on back of the unit.

11. Common Areas

Common areas are not to be used for storage and must be kept clean and orderly at all times. Snow removal for sidewalks, driveways, and guest parking area is provided and covered by the monthly Homeowner dues.

11.1 Parking

No commercial vehicles, trucks, buses, un-mounted campers, campers, trailers, boats, recreational vehicles or trucks, buses, un-mounted campers, campers, trailers, boats, recreational vehicles or trucks shall be parked on the property except while engaged in transport to or from a residence. For the purposes of this section, a $\frac{3}{4}$ ton or smaller vehicle, commonly known as a pick-up truck, shall not be considered a commercial vehicle or truck. Please contact the Board of Directors if you believe that an exception to this rule should be made in a particular case.

The guest parking lot is for temporary parking of guests or residents only. All vehicles parked in the guest parking area must have current vehicle plates and be operational. When a guest stays longer than ten days, parking may be rented, when available, from the Association at a rate of \$10 per week with written approval of the Board of Directors. The homeowner hosting the guest is responsible for all parking fees.

Should the Association determine that a vehicle is in violation of any parking rule, a written notice describing said vehicle will be conspicuously placed on the vehicle. If the vehicle is not removed within one week, the Association shall have the right to remove the vehicle at the expense of the owner.

For more information, please refer to the Franklin Townhome Association's Declarations and By-Laws section 6.5 and 6.6.

11.2 Balconies

Seasonal and evergreen plantings are permitted and must be kept in good condition. All potted plants and trees must have a waterproof saucer or dish to hold excess water to help prevent deterioration of tiled and grouted surfaces. Dead plantings shall be removed and disposed of promptly and shall not be left in pots during non-growing season.

Balconies shall not be used for storage. This includes, but is not limited to; bicycles, children's toys, boxes, carpets, construction materials, appliances (other than outdoor cooking equipment), furniture (other than exterior patio furniture) etc. Temporary exceptions may be requested in writing from the FTOA Board of Directors.

The only permitted attachments to balcony railings shall be seasonal decorations and shall be removed within thirty days of the holiday for which they were intended. This includes, but is not limited to: permanent decorations, furniture, awnings, or anything that could scratch or damage the railings, or drop and potentially harm a person, animal or the building itself are not permitted. Flower pots and planter boxes are allowed if they are anchored to the balcony with a clamp, strap or other secure methods that does not detract from the units or damage the balcony and railings.

12. Exterior Doors

The Association maintains exterior doors only and is not responsible for damage caused by normal wear and tear or negligence. Replacement of exterior doors and related hardware is the responsibility of the homeowner.

When replacing an exterior door, the new door must conform to the door that it replaces in style, material, and color unless otherwise approved by the Board. Security doors are permitted with prior Board approval and must meet certain design criteria.

**Franklin Townhomes Homeowners' Association
Rules Regarding Security/ Storm Doors
April 14, 2002**

All homeowners wishing to install security/storm doors must obtain advance approval from the Franklin Townhomes Homeowners' Association of the door they wish to purchase. A picture of the door must be submitted to the Board. The Board will consider the door at its next regularly scheduled meeting and will approve all doors that comply with the guidelines described below.

All doors must be black in color, simple in design, and consistent in quality and appearance with other doors previously installed on neighboring homes in the Franklin Townhomes complex.

Doors installed previously to the adoption of this rule are deemed to comply with the above rules.

13. Windows/Window Coverings

The Association is not responsible for maintenance or replacement of glass and skylights.

Screens are the homeowner's responsibility and must be kept in good repair and not torn or hanging.

Air conditioners, swamp coolers or window-mounted fans are not permitted in windows.

Only proper window coverings that are clean and in good repair are allowed. Aluminum foil, paint, blankets, sheets, bedspreads, flags, Styrofoam, and wood are not permitted window coverings.

**Franklin Townhomes Homeowners' Association
Rules regarding Window Tinting
March 30, 2003**

All homeowners wishing to install window tinting must obtain advance approval from the Franklin Townhomes Homeowners' Association on the type of window tinting they wish to deploy. All window tinting will adhere to the following performance data:

Total Solar Energy:		Visible Light:	
Transmitted	38%	Transmitted	40%
Reflected	22%	Reflected	17%
Absorbed	40%		
"U" Factor		Ultraviolet Light Rejected	99%
Median	9.5	Shading Coefficient	.54
Design	1.00	Total Solar Energy Rejected	53

14. Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept on the property except traditional pets which may include: dogs, cats, fish, birds, ferrets and any small animal housed in a cage or glass aquarium. All pets must reside inside its owner's unit. Exotic, endangered or farm animals are not permitted. All pets are subject to the rules and regulations of the FTOA. If there is doubt about whether a type of pet is permitted, contact the Board of Directors. There is a maximum limit of three dogs per unit.

Its owner, his agent, attendant, guest or family member whenever outside the residence must keep every pet under strict control. Threatening pets should be promptly reported to the Board, the property management company, or the appropriate government authorities.

Pets shall never be tied to buildings, fences, trees or anywhere else that permits access by the pet to common areas.

Owners must prevent pets from making loud noises or engaging in other annoying behavior. Continuous barking is considered to be an annoyance and may result in a fine from the FTOA or, in severe circumstances, may be report to Denver Animal Control.

In order to prevent damage to the lawn caused by dog urine and droppings, all resident dogs must be exercised on eh bark chip area surrounding the guest parking. Droppings must be picked up immediately and disposed of properly. Pet owners are responsible for any damage caused by their pets, including but not limited to: clean up of animal droppings and damage to lawn areas. The pet owner will be assessed a penalty fine (as outlined in the Penalty Fee Schedule above) plus the cost to repair or replace damage areas.

All residents are asked to be considerate of their fellow residents in all matters, including control of their pets. Pet owners have an added responsibility when living in a community such as the Franklin Townhomes. Please do your part and don't put the Board, the property management company or your fellow residents into an unpleasant enforcement situation.

15. Insurance

The FTOA carries a blanket insurance policy covering the building as required in the Franklin Townhomes Declaration. For more information, view our property management company's web site at www.cmrdenver.com. All claims must be approved by the Board of Directors before submission to the insurance carrier. If not approved, the carrier will not process the claim.

The FTOA's policy does not cover contents, furnishings, windows, doors, fixtures, utilities, or casually and public liability within each unit. Each homeowner is individually responsible for obtaining adequate insurance coverage for these items.