

The Reserve at Tamarac Homeowners Association  
RULES and REGULATIONS  
**(Supersedes and obsoletes all previous versions)**

PURPOSE

These Rules and Regulations, once duly approved by the Board of Directors, shall serve to amplify and/or clarify the “Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Reserve at Tamarac (\*Filing 1 through 5)” (hereafter call CC&Rs). As such, they shall be binding on all homeowners within The Reserve. The Reserve is within the Boundaries of the City of Woodland Park, Colorado and thus subject to their Municipal Code, which can be found on-line at: <http://city-woodlandpark.org/home/planning-building-department/municipal-code/>

As of this writing, changes were last made to the Woodland Park city code on October 16, 2016. Please check for additional changes on-line.

GENERAL PROVISIONS

**Owners’ Access to Rules & Regulations**

Draft Rules & Regulations will be made available to all homeowners for their review and comment prior to the Board taking implementation action. The mechanism for this review will be the Board declaring a 30-day review period, emailing copies of the draft to all homeowners who have provided the Board with current email addresses, and posting the draft and review notice on the Association’s webpage (<http://prioritypm.net/>). After being finalized and approved by the Board, a copy of the Rules & Regulations shall be mailed to each homeowner of record, and posted on the Association’s webpage, along with the other governing documents.

**Occupancy Requirements**

The Reserve is zoned as a suburban residential district. Each home in The Reserve is to be occupied by a single family. (These Rules & Regulations use the Woodland Park City Code definition of family, as follows: “*Family*” means an individual, or two or more persons related by blood, marriage, adoption, as guardian and ward, or similar legal relationship, or a group of not more than five persons, (excluding servants) who need not be related by blood, marriage or adoption living together in a dwelling unit.)

**Vehicular Parking**

Currently licensed vehicles may be parked on homeowners’ lot if in compliance with section 5.13 of the CC&Rs. Additionally, such passenger vehicles may also be parked on city streets, next to the curb, where so authorized by applicable municipal codes. Vehicles may be parked

for up to 72 hours on the street shoulder adjoining an owner's property so long as the parked vehicles are not on neighbors' properties and do not block emergency vehicle access. Vehicles shall not be parked on vacant lots or common areas, unless temporarily necessary for construction on, or maintenance of, that lot. Although not specifically mentioned in the CC&Rs, the restrictions of Section 5.13 also apply to non-residential, heavy equipment such as high-lifts, skid-steers, trailers, bobcats, similar equipment and shredders.

Partially dismantled vehicles (to include vehicles with missing fenders, doors, hoods, etc.) or heavily-rusted vehicles are considered eyesores and may not be parked other than in an owner's garage.

Per Covenants, all driveways and off-street parking areas shall be improved for temporary parking of at least two private passenger motor vehicles and be surfaced with hard-surface paving such as asphalt, concrete, concrete pavers, brick pavers, or other materials as may be approved by the Committee in writing. The first 100' of any driveway from the property line shall be hard surfaced. The balance of the driveway may be surfaced with some other material as approved in writing by the Committee. A section that is bordered with lumber and filled with a hard substance such as gravel is acceptable, provided it is maintained and erosion controlled.

### **Political Signs and Special Event Notices**

One political sign per candidate or ballot issue may be displayed on an owner's or occupant's property or window—not to exceed four signs per lot. Each sign shall not exceed four square feet. Political signs shall be in addition to any other sign permitted by the Association. All political signs shall be placed on individual lots no sooner than 30 days prior to an election, and must be removed with ten days after the election for which the sign pertains. The responsibility of removing political signs is that of the property owner.

Signs advertising a garage sale or special household event (such as a birthday party) are permitted but must meet the following four provisions:

- A. Only three signs shall be allowed per sale or event,
- B. The sign(s) shall only be installed on a temporary basis not to exceed 72 hours for a garage sale or 48 hours for a special event,
- C. The sign(s) shall not exceed two square feet, (four square feet if two sided) in size,
- D. The sign(s) shall only be placed upon private property with the approval of the property owner.

### **American Flags and Service Flags**

Freestanding flagpoles must conform to setback restrictions. Freestanding or attached flagpoles may not be higher than 22'; freestanding flagpoles require approval of the Architectural Control Committee. American Flags may be displayed on a freestanding or attached flagpole. Display at night requires proper illumination. The Flag shall not be used as a drapery, touch anything beneath it, and may not be soiled or damaged. Service flags may be displayed if the owner or occupant or immediate family is an active, reserve, former or retired member of any United

States military service. Service flags may be displayed on the inside of a door or window, or on a flagpole. American flags or Service flags shall be no larger than 4' x 6'.

### **PETS and Kennels**

Dogs are not allowed to roam free. All dogs off the owner's/occupant's property will be on a leash not to exceed 15'.

Cats may be kept as "Pets", Small birds such as canaries and parakeets, fish, small amphibians, reptiles, gerbils, hamsters and other small animals usually kept in cages or other containers that are kept inside the house are permitted.

Homeowners will not be permitted to keep farm animals (e.g. goats, pigs, chickens, ducks, geese, grouse, quails, pheasants) or construct coops and fences necessary to house such animals.

Each household within The Reserve is restricted to having a maximum of three dogs. Having more dogs would require a city kennel license; however, kennels shall not be permitted within The Reserve. *(As defined by the City of Woodland Park Municipal Code, the term "kennel" means a pound, shelter, place, premises, facility, company or organization, for profit or non-profit, whether private or public, that cares for overnight, boards, trains or breeds dogs or other animals for personal, public, private recreation or business purposes).*

### **Wild animal feeding**

It is illegal to feed deer, bighorn sheep, mountain goats, pronghorn, bears and elk

### **Marijuana Use**

As defined by Colorado law and Woodland Park municipal codes, growing and use of marijuana is allowed for personal use for those over 18 years of age. No sales of any kind are allowed. Residents are allowed to cultivate up to 6 plants, 3 of which can be in the flowering stage, in an enclosed, locked space. Owners may restrict occupants from Marijuana growth or use if explicitly stated in the lease agreement.

### **Firearms**

No owner or occupant may hunt wildlife nor discharge any firearms in the community

### **Leasing**

Owners are responsible for providing residents with a copy of the Reserve Covenants and Rules and Regulations upon signing of a lease. Owners will provide the Management Company an acknowledgement that they have given these Covenants and Rules and Regulations to the tenant prior to the tenant occupying the building. Any damage in the common areas caused by an owner, resident, their agent or visitors will be repaired by the Association at the expense of the owner.

Leases must be for a minimum period of 6 months.

Owners may restrict occupants from Marijuana growth or use if explicitly stated in the lease agreement.

### **Placement of Woodpiles**

A reasonable effort will be made on the part of the owner to place woodpiles in an inconspicuous place, out of street view and neatly stacked on the property. If a tarp is deemed necessary, the homeowner will use a natural earth tone color. Woodpiles will not be erected or moved causing unsightly views of other homeowners or act as a wall or fence to shield one home from another.

### **Lawns**

Natural grasses must be trimmed when adjacent to a structure (City Code).

## **ARCHITECTURAL REVIEW**

### **Required Approval**

As referenced in Section 6.1 of the CC&Rs, the Architectural Review Committee (ARC) is the responsible entity for approving all changes as outlined in Section 6.1. Note that approval is required before the homeowner changes the exterior color of the home, or makes any noticeable exterior modifications or additions, e.g., adding a plant greenhouse.

Changes/improvements affecting the interior of the residence only do not require the approval of the ARC but may require city/county permits and inspections.

The application for approval of a requested change will be submitted to the ARC for action by using the form shown at Attachment 1 of these "Rules and Regulations." This application must be completed and the required documents/samples attached to the form. Failure to do so will result in the ARC taking no action on the application except to return it to the requester with the reason for no action.

### **Acknowledgment of Owners**

As stated in Section 6.2 of the CC&Rs, owners acknowledge, accept and agree to meet certain requirements (a through h) that broadly define the authority of the ARC and the responsibilities of owners in effecting improvements to their lots and homes. Failure to meet these requirements from submission of the application for approval to the final inspection of the completed work will result in the withdrawal of the ARC's approval.

If the improvement as built does not conform to the improvement as approved by the ARC, the ARC's approval will be withdrawn, and upon the written request of the ARC, the owners shall, at their own expense and cost, within two months bring the improvement into compliance with the submitted and approved plans and specifications.

In the event of withdrawal or ARC approval for any reasons cited in Section 6.2 of the CC&Rs, and upon written request for the ARC, the owner, at his or her expense and cost, shall promptly restore the lot/home to substantially the same condition as it existed prior to the start of the installation and/or construction. Such withdrawal by the ARC will be deemed to extend the statute of limitations as it pertains to the improvement until the improvement is brought into compliance.

### **Architectural Criteria**

The ARC shall exercise its reasonable judgment that all attachments, improvements, construction, landscaping, fencing and alterations to improvements on a lot or landscaping a lot shall comply with the requirements set forth in the CC&Rs and the Rules and Regulations.

### **Architectural Guidelines**

The ARC may propose architectural guidelines when deemed desirable. These guidelines may be approved by the Board of Directors (BOD) and included in the Rules and Regulations.

### **Style**

Architectural standards are established to the end that the property may benefit from the natural advantages of its location. While the standards for architectural style are flexible, compatibility with the natural environment is required. Contemporary, southwestern and western styles typical of the Pikes Peak region are desirable. All buildings must be designed to fit the natural contours of the lot without excessive grading/excavation. No trailers, modular or manufactured homes will be permitted.

### **Residential Character**

All lots shall be used exclusively for one private residential home and shall not be used for business professional or other similar activity except for those whose business can be essentially accomplished electronically while inside the home. No more than one dwelling shall be erected or maintained within any lot, and no lot shall be subdivided. The minimum lot size shall be 18,000 square feet. Accessory buildings shall follow and maintain the residential character; however accessory buildings shall not be used as living quarters – even on a temporary basis.

No tent, tree-house, barn, camping quarters, trailers or other temporary structures shall be placed or erected upon any lot at any time without the permission of the ARC.

All construction shall be new and no buildings previously used at another location nor any building or structure originally constructed as a mobile dwelling or structure may be moved onto a lot or building site.

No building materials shall be stored on any lot except temporarily during continuous construction of a residence or alteration or improvement.

A structure shall not be occupied during original construction until substantially completed and all work of construction shall be done diligently and continuously from the time of commencement until fully completed.

### **Construction Standards**

All homes shall conform to the following material and appearance standards.

- A. Exterior materials shall be natural wood, brick, stone, or stucco. Manufactured siding will require specific approval by the ARC.
- B. Aluminum, wood or vinyl windows are permitted. All aluminum windows shall be anodized and painted or coated a color which matches or blends with the color of the home.
- C. Gutters shall be installed and painted the same color as the adjoining trim color of the home.
- D. Exposed concrete shall be stucco, painted and/or textured.
- E. All roofs shall be asphalt, tile, slate, formed concrete, copper, steel or such other material as may be approved by the ARC. Asphalt shingles shall be 40-year, or better architectural-type.
- F. All Exterior metal, including flashing, ducts, vents and doors, shall be anodized and painted or coated a color to blend with the color of the home.
- G. Walls and fencing shall be designed and constructed as a visual extension of the architecture of the primary dwelling, including both scale and the use of materials.
- H. All painting and colors shall be of natural or earth-tone shades to blend with the natural environment (Sherman Williams paint store has a color palate that will define earth tone colors).
- I. Dwellings shall be of either one or two stories. No one-story structure shall be more than eighteen (18) feet in height, and no two-story structure shall be more than twenty-seven (27) feet in height. Height shall be measured from the highest natural ground contour adjoining the foundation perimeter of the structure to the highest point of the structure exclusive of standard chimneys.
- J. Accessory buildings and other structures, if approved by the ARC, shall not be more than one story in height.
- K. During the construction of a new home, it shall be the responsibility of the general contractor to have a dumpster, or roll-off, at the building site. He shall be also responsible for the daily pick up of trash/slash and depositing it in the dumpster or roll-off container. Fines may be imposed on the homeowner for not complying.

### **Setbacks**

Except with Board of Directors or Architectural Review Committee approval, no building, porch, eave, overhang, projection or other part of a building shall be located within twenty-five (25) feet of a front lot line, or within fifteen (15) feet of a side lot line, or, where the side lot adjoins a public street, within twenty-five (25) feet of such side lot line adjoining a public street, and within thirty (30) feet of a rear lot line.

## **RESERVE LOT PERIMETER MARKING RULE**

### **Philosophy**

By law, property owners have the right to limit access to their property. However, owners within The Reserve are encouraged to avoid unnecessary posts on their property that detract from the overall appearance of the neighborhood. Neighbors should be able to agree to and respect boundaries between their respective lots without requiring physical markers which can become eyesores. Should any owner consider it necessary to more formally mark their lot perimeter boundaries, then that property owner must request authorization from the Architectural Review Committee (ARC), in accordance with the standard ARC Procedures, before installing perimeter markers. The ARC will in turn work with the lot owner to determine acceptable lot perimeter marking.

### **Rule**

Owners are required to request authorization from the Architectural Review Committee (ARC) before installing any lot perimeter marking posts. (No such request is required to maintain the metal t-posts originally installed by the developer to mark lot boundaries. These t-post markers are considered “grandfathered” and may remain so long as they do not present undue safety hazards.)

### **Guidance to the ARC**

Unless the ARC determines a unique reason to grant an exception, the following lot marker criteria are to be applied when considering requests to install lot perimeter markers:

The number of lot perimeter markers (i.e., metal t-posts) to be authorized is limited to the minimum necessary to establish the shape and extent of the lot. Markers shall only be placed at each corner or significant bend or elevation change along the property line. Markers are to extend no more than four (4) feet above grade.

### **Easements for Utilities**

There is hereby reserved the right to grant easements over, under, in and across the ten (10') foot strip along and adjoining each rear lot line for use of all or part of such areas for lines for transmission of electric lines, for water lines, for utility lines, for drainage, and for any one or more of such purposes.

### **Fence Guidelines**

To preserve the unique character of the subdivision, fencing in the entire lot, or its entire backyard will not be permitted unless it can be established to the Architectural Review Committee's satisfaction that, due to the unique characteristics of a specific lot, such fencing will not have an adverse aesthetic impact on the Subdivision or adjacent lots.

The following will serve as guidelines for installing fences in The Reserve that complement the covenant requirements. In all cases, the covenant requirements shall govern. Each request for fencing must be submitted by the homeowner for review and approval prior to its installation.

For fences that are not intended to provide privacy but rather to contain pets:

- A. Shall be no more than four (4) feet in height and of the split-rail type.
- B. The fence shall be attached to the house a maximum of ten (10) feet from a corner and be perpendicular to the sidewall of the house.
- C. The fence shall be at least ten (10) feet from the side property line and run parallel to the property line.
- D. The rear fence line shall be no less than thirty (30) feet from the rear property line.
- E. Fences shall have no more than three (3) rails.
- F. If a wire mesh is placed on the fence, it shall be on the inside of the fence and of the non-reflective type, coated in a color that blends into the landscape, such as brown or green.
- G. Fencing must be an earth-tone color.
- H. Chain link or similar, wire or wire mesh fencing shall not be allowed as fencing material.

For fences intended to provide privacy:

- A. Will only be allowed on the property lines that are adjacent to the subdivision boundaries.
- B. Shall be no more than six (6) feet in height.
- C. The fence shall be attached to the house a maximum of ten (10) feet forward from the rear corner and be perpendicular to the sidewall of the house.
- D. The rear fence line shall be a maximum of twenty-five (25) feet from the rear wall of the house and no less than thirty (30) feet from the rear property line.
- E. Side fence lines must run parallel to sidewalls of residence, whenever possible, and be no closer than fifteen (15) feet to the side property lines.
- F. Fencing must be an earth-tone color.

**Community-owned fence:**

For those properties that are adjacent to The Reserve's community-owned fence along Highway 67, access to these properties must be available for maintenance to the back side of the fence. If the community-owned fence is used as a portion of the fencing of the homeowner's yard, the homeowner must maintain the fence facing their property. Upon inspection, homeowners could be charged for damage beyond normal wear and tear.

**Drainage**

No material change shall be made in the ground level, slope, pitch, or drainage patterns of any lot without prior ARC approval. Prior to submitting this request to the ARC, the owner should explain the requested changes to adjoining property owners. Grading shall be maintained at all

times to protect foundations and footings from excess moisture and to protect properties lying down slope from the lot.

### **Reply and Communication**

The CC&Rs allow the ARC thirty (30) days to reply in writing to applications for approval of improvements. The ARC will make every effort to respond earlier, particularly when requested by the applicant, to take advantage of the relatively short building/growing season and weather conditions

### **Right to Appeal**

An owner whose application for approval has been disapproved or conditionally approved may appeal any ARC decision to the BOD. The BOD shall review the ARC decision pursuant to the criteria set forth in the CC&Rs and/or the architectural guidelines. Any decision of the ARC may be overruled and reversed by a majority of the directors by a written decision providing the reasons for the reversal if the directors conclude that the ARC's decision was inconsistent with the above criteria.

### **Living Environment**

Each owner shall maintain the exterior of the home, any accessory building, and all other structures, fencing, lawns and landscaping, walks and driveways, in good condition and shall maintain them in a neat and attractive manner and shall cause them to be repaired as the effects of damage or deterioration become apparent. Exterior building surfaces and trim shall be stained or repainted before the surfaces become weather beaten or worn. Exterior maintenance also includes repair and maintenance of gutters, downspouts, roofs, paving, lawn, shrubs, trees, or other landscaping materials (mulch, bark, borders, and pavers), fences and outdoor lighting.

It is the responsibility of each owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot, which shall tend to substantially decrease the beauty of the neighborhood as a whole and in the specific area.

All yards and open spaces, and the entire area of every lot which no building has been constructed, shall be kept free from plants or weeds infected with noxious insects or plant diseases, and from weeds which are likely to cause the spread of infection of weeds to neighboring property, and free from brush or other growth or trash which may cause undue danger of fire. Trees infected with mistletoe, pine or other beetle or other diseases shall be trimmed, pruned, sprayed or chemically treated or removed by the owner. To effect insect, weed or fire control or to remove nuisances, the BOD or ARC has the right at its election to enter upon any lot upon which a building or other unsightly growth which in the opinion of the BOD or ARC detracts from the overall beauty, setting and safety of the area and to remove any trash without such entrance and removal being deemed a trespass. Any costs related to such action by the BOD or ARC will be charged to and become the personal obligation of the then-current lot owner.

### **Building Destruction**

February 22, 2017

Any dwelling or building which may be destroyed in whole or in part by fire, wind storm, flood or for any other cause or act of God must be rebuilt or all debris must be removed and the lot restored to an original condition. Such rebuilding or restoration is to be completed with reasonable promptness and in any event within twelve (12) months. In the event of total demolition all debris must be removed and the lot restored within six (6) months.

Attachment 1

APPLICATION FOR APPROVAL OF IMPROVEMENT

**SUBMISSION TO ARCHITECTURAL REVIEW COMMITTEE (ARC)**

Pursuant to the Declaration of Covenants, Conditions and Restrictions Affecting the Real Property Known as the Reserve Filings Nos. 1 – 5, I/WE submit the following application to make improvements:

Date \_\_\_\_\_

Address of Property \_\_\_\_\_

Name(s) of Owner(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone Numbers (home) \_\_\_\_\_ (work) \_\_\_\_\_

(cell) \_\_\_\_\_

Description of work (kind, materials, exterior color(s) and location of proposed improvement(s) on lot

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(use additional blank sheets if required.)*

Planned start date \_\_\_\_\_

Planned completion date \_\_\_\_\_

Names and addresses of architect, contractor or other owner representative(s)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachments (**REQUIRED AS APPLICABLE**); check/initial the list below for those attached with this application:

\_\_\_\_\_ Construction plans (footers, foundations, framing, trusses, etc.)

\_\_\_\_\_ Architectural drawings

\_\_\_\_\_ Elevation drawings

- \_\_\_\_\_ Specifications (e.g., manufacturer's brochure)
- \_\_\_\_\_ Samples of colors (for exterior and trim)
- \_\_\_\_\_ Sample of materials (for exterior and trim)
- \_\_\_\_\_ Photographs (if available)
- \_\_\_\_\_ Plot/Site Plan
- \_\_\_\_\_ For landscaping (Description of trees, plants, shrubberies, grasses, mulches, gravel, rocks and boulders located on site plan)
- \_\_\_\_\_ For fencing (description of type, height and location on site plan)

I understand that I must receive the written approval of the Architectural Review Committee (ARC) in order to proceed. **If this attachment is not used by the requester, the ARC will return the application to the requester with no action taken.** ARC approval does not constitute approval of the local building or zoning departments, drainage design or structural or engineering safety and/or soundness. I understand that I may be required to obtain building or other permits and approvals prior to commencement of any work. I agree that my failure to obtain required building or other permits and approvals will result in the withdrawal of ARC's approval.

I further agree not to alter existing drainage patterns on the Lot without the express approval in writing by the Board or the ARC. **Within FIVE (5) days of completion of my improvement, I will notify the ARC in writing.** Upon completion of my improvement, I will authorize ARC or its delegate to enter my property for exterior inspection at a mutually agreed on time, if requested. I agree that my failure to notify ARC in writing of the completion of the improvement, or my refusal to allow inspection, shall result in the withdrawal of approval.

I further agree that if, at any time during the process, the ARC requests to enter onto the Lot or requests further information to determine if the improvement is being constructed in accordance with the approval plan and in compliance with the CC&Rs, I will comply with the request. I agree that my failure to comply with the request shall result in withdrawal of approval. I further understand that the Association may request additional information prior to reviewing this request. In addition, I agree that my failure to start or complete the improvement within the time specified in the application shall result in withdrawal of the approval unless an extension is requested in writing and approved in writing.

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Homeowner(s) signature(s)

Date