

Rules Page

RULES AND REGULATIONS OF FOREST PARK AT WILDERNEST ASSOCIATION

References

This Rules and Regulations document is authorized by and subordinate to three documents, specifically:

- Declaration of Covenants, Conditions, Restrictions and Easements of Forest Park at Wilderdest
- Articles of Incorporation of Forest Park at Wilderdest Association
- Bylaws of Forest Park at Wilderdest Association

Definitions

The terms "Common Area," "Executive Board" (hereafter "the Board"), "Manager," "Owner" and "Residential Unit" (hereafter "Unit"), when used in these Rules and Regulations, shall have the meanings designated in the above mentioned References and may be amended from time to time. "Forest Park at Wilderdest" is hereafter "Forest Park." "Occupant" means the person or persons, including the Owner or Owners, authorized to live in or use a Unit.

Purpose

To create a harmonious and attractive development and to promote and safeguard the health, comfort, safety, convenience and welfare of Owners and Occupants of Forest Park.

Ownership & Occupancy

1. No Unit shall be used for other than residential purposes, except that home occupations which conform with Summit County zoning regulations may be approved by the Board.
2. No Unit shall be partitioned, subdivided or combined with another Unit either by legal process or physical alternation without the prior approval of the Board.
3. No Owner shall offer to sell any interest under a "timesharing" or other "interval ownership" plan without the prior approval of the Board.
4. All leases or rental agreements shall be submitted to the Board for compliance with all pertinent Rules and Regulations. Owners can assume that leases or rental agreements made with established Summit Country rental agencies have been approved by the Board.
5. Except for short-term occupancies of less than fourteen (14) days, occupancy shall be limited to two (2) persons per bedroom.

Health, Safety & Quiet Enjoyment

1. No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit which may be a nuisance to the Owner(s) or Occupant(s) of any other Unit.
2. No fireworks of any kind shall be carried, stored, displayed or exploded on or over Forest Park.
3. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within Forest Park, nor shall any Owner or Occupant endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Owner or Occupant.
4. Dumpsters are provided for the disposal of normal household waste. Use of the dumpsters for

the disposal of bulky, hazardous or toxic materials, including, but not limited to, construction debris, paint, flammable liquids, furniture, appliances, carpet pad and tires is prohibited.

5. Waste not suitable for dumpster disposal, accumulations of refuse and other unsightly objects or material shall not be placed, kept or allowed to remain within Forest Park and shall be removed expeditiously at the Owner's expense.

Exterior Appearance

1. Except for the items set forth in paragraph 2 below, no item of any kind, including, but not limited to, charcoal barbecue grills, skis, bicycles, skateboards, rugs, furniture, trash, construction equipment, ladders, hoses, snowblowers, lawnmowers and other lawn and garden equipment, shall be kept or stored on or under balconies, porches, decks or any other location visible from outside the Unit.

2. Gas and electric barbecue grills, outdoor ("patio") furniture, bird feeders and decorative items compatible with the design and style of Forest Park may be placed and kept on balconies, porches, or decks.

3. So long as the installation conforms with Summit County codes, a Jacuzzi or hot tub may be installed on the balcony or deck. Color and design must be compatible with the complex. When not in use, the Jacuzzi or hot tub must be covered. To protect the environment and prevent damage to the grounds, Jacuzzis and tubs must be properly drained into internal residential drains or external clean-out traps. Not following this procedure will subject the offending party to correcting any damage incurred both physically and monetarily.

4. No clothing, swimsuits, towels, laundry or unsightly items shall be placed, hung or kept on balconies, porches, decks, railings or any other location visible from outside the Unit.

5. Sheets, blankets, bedspreads, towels and similar materials shall not be used for window coverings. Window coverings shall be maintained in good repair and present a color of white, off-white or natural wood when closed and viewed from outside the Unit.

6. Garage doors shall be maintained in good repair and remain closed except when vehicles are entering or exiting a Unit's garage or for short periods of time in connection with nearby outdoor activities.

7. No exterior television or radio antenna or satellite dish shall be placed, erected, constructed or maintained within Forest Park without the prior approval of the Board.

8. No sign, billboard, poster board or advertising structure of any kind, including signs for the sale, rental or leasing of any Unit, shall be placed, erected, displayed or maintained anywhere within Forest Park, including on the balconies, porches, decks, windows and exterior walls of individual Units. Small signs, including for example For Sale signs, may be installed inside the Unit in such a way as to be visible from outside the Unit. Temporary signs, including for example For Sale, Open House, Wedding Party, may be placed outside a Unit only during daylight hours and in such a manner that no safety concerns are raised and do not obstruct the normal flow of traffic or access to other parking spaces.

9. No enclosure, structure, outbuilding or facility of any kind, including, but not limited to, fences, barriers, animal pens, posts, poles, clotheslines, mailboxes, ditches, trenches, driveways, walkways, stairs, playhouses and sheds, shall be placed, erected, constructed or maintained by any Owner or Occupant within Forest Park.

10. No tree, shrub, bush, other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, regraded, altered or otherwise disturbed, without the prior approval of the Board.

Structural Alterations

1. No structural alteration to any Common Area or Unit, including, but not limited to, the removal or relocation of an interior wall or the construction, reconstruction, replacement, removal or addition of any skylight, window, door, wall, deck, railing, air conditioning or heating unit, hot tub, awning or light fixture visible from outside the Unit may be made without prior approval of the Board, except that windows, doors, railings and light fixtures may be replaced with identical items without prior approval.
2. Any Owner desiring to make any alteration shall submit plans and specifications to the Board showing the nature, kind, shape, height, materials and location of the proposed alteration(s) in sufficient detail so that the Board may make an informed decision. Any reasonable costs incurred by the Board in making such decision shall be assessed to the applicant.
3. Tradespeople, workers or contractors hired to perform work within Forest Park, including individual Units, shall be licensed and insured pursuant to Summit County building codes and other applicable regulations.
4. All work shall be performed in accordance with applicable Summit County building codes.
5. All construction debris shall be removed from Forest Park at the Owner's expense and shall not be deposited in the Forest Park dumpsters.
6. Noise from construction is prohibited from 7:00 p.m. to 6:59 a.m. daily.

Animals

1. No animal of any kind shall be raised, bred or kept within Forest Park, except that dogs and cats may be kept in combination not to exceed two (2) in number. In addition, small caged birds such as canaries and parakeets and small pet fish such as goldfish and tropical fish may be kept. No other animal may be kept without the prior approval of the Board.
2. All dogs over the age of three (3) months shall have a valid Summit County Pet Animal License after having been kept on the premises for any consecutive fourteen (14) day period.
3. All dogs when outside shall be on a leash. Animals may not be tethered outside or left unattended outside at any time.
4. Pets shall not be allowed to endanger the health or safety of any person or animal, nor shall they be allowed to annoy any Owner or Occupant, or disturb the peace of any other person by habitual barking, howling, yelping or whining or by being obnoxious in any other way.
5. Pet owners must clean up after their pet(s) and dispose of the feces in a sanitary manner.
6. Damage to any landscaping, Common Area or Unit caused by any pet shall be repaired at the pet owner's expense or the Owner's expense if the pet owner is an Occupant.

Vehicles & Parking

Parking in Forest Park is limited by covenant and by zoning regulations. Outdoor parking is limited to not more than three (3) vehicles per Unit. The primary parking spaces for the exclusive use of each Unit are in the Unit's garage and the driveway immediately in front of the garage. Some Units also have a secondary parking space adjacent to the driveway.

1. Parking is prohibited adjacent to or in front of any dumpster.
 2. Outdoor parking of motor homes, vehicles with tandem axles, trailers of all types, boats, snowmobiles, ATV's, motorcycles, or any similar vehicle deemed inappropriate by the Board is prohibited.
- A. When motor homes are used as the only means of transportation, they may be permitted in the

parking area provided they meet all other criteria of these Rules and Regulations, are not being lived in, are parked in the primary or secondary parking space of the Unit occupied by the motor home owner or operator, and do not obstruct the normal flow of traffic or access to other parking spaces; however, in no case shall motor home parking exceed seven (7) consecutive days.

B. Trailers may be permitted in the parking area when used in conjunction with Unit occupancy provided they meet all other criteria of these Rules and Regulations, are parked in the primary or secondary parking space of the Unit occupied by the trailer owner or operator, and do not obstruct the normal flow of traffic or access to other parking spaces; however, in no case shall trailer parking exceed seven (7) consecutive days.

3. The parking or operation of motorized vehicles in landscaped areas is prohibited.

4. Mechanical work of any kind, including changing of oil and oil filter removal, is not permitted.

5. The following vehicles will be towed away immediately at the vehicles owner's expense:

A. Vehicles that are inoperative or not properly licensed.

B. Vehicles obstructing traffic, snow removal or trash collection.

C. Vehicles obstructing access to another Unit's parking spaces.

D. Vehicles parked in posted "No Parking" zones and by fire hydrants.

E. Vehicles parked in landscaped areas.

6. Vehicles parked in one spot for forty eight (48) hours will be tagged. If not moved within seven (7) day after being tagged, the vehicle will be presumed to be abandoned and will be towed away at the vehicle owner's expense.

7. Any member of the Board shall have the authority to redirect or restrict the parking of any vehicle to facilitate traffic flow, parking access, snow removal or trash collection.

Enforcement & Penalties

1. Owners shall be responsible to inform Occupants, tradespeople, contractors and workers of the contents of these Rules and Regulations.

2. Situations not covered by these Rules and Regulations shall be resolved by the Board in its sole discretion.

3. Violations of these Rules and Regulations, as well as any of documents outlined in the References above, shall subject the Owner to the following potential penalties at the discretion of the Board:

A First Violation: A warning notice to have a violation corrected within ten (10) calendar days or a fine of up to \$25 per day.

B Subsequent Violations: A warning notice or a fine of up to \$50 per day for each additional violation within a 90-day period or continuing violations which are not corrected within ten (10) calendar days of notice so long as the violation continues unabated.

4. An Owner notified of a violation shall have thirty (30) days from the postmark date of any notification to file a written protest and shall have the right to appear in person, by representative or written response at the next Board meeting.

5. The decision of the Board shall be final. All fees, charges and penalties imposed by the Board and costs incurred by the Forest Park Association in enforcing these Rules and Regulations, as well as any of documents outlined in the References above, shall be considered assessments enforceable against the Unit(s) and the Owner(s).

6. The Board shall have the authority to take any additional remedial action it deems appropriate,

including, but not limited to, the filing of a lien, the filing of an action for injunctive relief or money judgment, or the filing of a suit for unlawful detainer.

Delinquency

Any Owner delinquent in the payment of monthly dues or special assessments shall be assessed the following fees and penalties:

- After 30 days: Payment of a \$20.00 late fee for each 30-day period.
- After 60 days: Disconnection of cable T.V. service to the Unit.
- After 90 days: Filing of a lien against the Unit.

Adoption & Amendment

These Rules and Regulations were duly adopted by the Board on June 9, 1999. They are subject to amendment by the Board or by a vote of the Owners at any Annual Meeting.