

**HAWTHORN METROPOLITIAN DISTRICT NO. 2
RULES AND REGULATIONS**

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Article I. DEFINITIONS

1.1 All words and phrases used in these Rules and Regulations shall have the meaning provided in the Covenants and Restrictions of Hawthorn, recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado at Reception No. 2013012640, on February 1, 2013 (the "Covenants") unless otherwise defined herein.

1.2 The use of the word Owner herein shall apply to the Owner of any Unit subject to the Declaration, and shall also include any Person who is permitted to be on the Property by an Owner including, but not limited to, an Owner's family, guests, invitees, tenants, visitors or independent contractors.

Article II. USE RESTRICTIONS

2.1 Use of Unit and Property. Each Unit shall be used as a residence for a single family or such other uses permitted by the Covenants. No Unit may be used for any purpose which is unlawful or which fails to comply with the Rules and Regulations that the Board may enact from time to time or which constitutes a nuisance or disrupts the reasonable use and enjoyment of the Property by other Owners.

2.2 General Use Restrictions.

- a. Each Owner shall maintain their Unit in good condition and in good order and repair, at the Owner's expense, and shall not do or allow to be done on their Unit or the Property anything which may cause damage to any other Unit, affect the health, safety, and welfare of other Owners, or increase the cost or cause the cancellation of insurance carried by the District.
- b. Notwithstanding anything in the Rules and Regulations to the contrary, Owners and residents may conduct business activities within their residences as long as the following conditions are satisfied:
 - i. The business is clearly secondary to the residential use of the residence and is conducted entirely within the residence;
 - ii. The existence or operation of the business is not detectable from outside of the residence by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
 - iii. The business does not result in an undue volume of traffic or parking within the Property; and

iv. The business conforms to all zoning requirements and is lawful in nature.

2.3 Pets.

- a. The Covenants allow Owners and residents of Units to keep a reasonable number of common household pets, including dogs, cats and other domestic animals. Domestic animals are determined to be dogs, cats, rabbits, gerbils, hamsters, turtles and fish.
- b. Owners and residents may not have more than two (2) dogs.
- c. No animal of any kind may be kept for commercial purposes.
- c. Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping located on any District-owned property and shall not otherwise be left unattended on District-owned property.
- d. When on District-owned property, all pets must be leashed and under control of the person responsible for the pet.
- e. Pet owners shall immediately clean up any feces of their pets on any District-owned property. Expenses and costs incurred by the District as a result of damage caused to any District-owned property by any pet shall be reimbursed to the District by the Owner responsible for the pet's damage.
- f. Pet owners shall also be responsible for cleaning up pet waste on their own Units in a frequent manner so as not to cause a nuisance to neighboring residents.

2.4 Trash.

- a. Refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap or debris of any kind may not be kept, stored or allowed to accumulate on any Unit except inside the residence constructed on the Unit.
- b. No garbage cans or trash cans or receptacles (collectively, "Trash Containers") shall be maintained in an exposed or unsightly manner.
- c. Trash containers may be placed outside for pickup after 5:00 pm on the evening prior to the day that such trash is to be picked up and must be properly stored by 7:00 pm the evening of pickup.
- d. Trash Containers shall be stored in such a manner that they are not visible from other neighboring Units or from the front of the house and street.

- e. Trash Containers shall not be placed on roadways or walkways as these areas must remain clear for emergency traffic.

2.7 Fireworks. No fireworks or firearms may be fired or discharged within the Property.

2.8 Parking.

- a. No vehicle may be parked in such a manner so as to impede or prevent ready access to any entrance or exit of a building, driveway or parking space, nor shall any vehicle be parked on any grass, sidewalk or patio.
- b. Inoperative or stored vehicles may not be parked within in the Property, except within an enclosed garage on a Unit. Vehicles shall be deemed to be "stored or inoperative" if they meet one (1) or more of the following criteria:
 - i. The vehicle has not been driven under its own propulsion for a period of two weeks or more; or;
 - ii. The vehicle does not have current license plates; or;
 - iii. The vehicle is up on blocks or covered with a tarpaulin and remains on blocks or so covered for 72 consecutive hours without the prior approval of the Board.
- c. Vehicles in violation of parking regulations are subject to being towed, after written notice is provided pursuant to Article III, Section 3.7.3 of the Covenants, at the owner's expense and/or being fined by the Board.