

**Amended and Restated  
Rules and Regulations  
for  
Baseline Community Association, Inc.**

## **ARTICLE I** **GENERAL PROVISIONS**

### **1.1 Purpose.**

The purpose of these Rules and Regulations (these "Rules") is to provide for the regulation and management of Baseline Residential and to set forth certain guidelines relating to the ownership, use and operation of Sites located within Baseline Residential. Any term initially capitalized in these Rules but not defined in these Rules shall have the meaning given to such term in the Declaration of Covenants, Conditions and Restrictions for Baseline Residential, recorded in the official real property records of the City and County of Broomfield, Colorado on March 18, 2019, at Reception No. 2019002577, as amended from time to time (the "Declaration").

### **1.2 Authority.**

These Rules are authorized to be made and promulgated by Baseline Community Association, Inc. (the "Association") acting through the Board of Directors (the "Board"), pursuant to the Declaration. The authority to create, adopt, enforce, amend and repeal Rules lies with the Board.

### **1.3 Failure to Receive Rules.**

Any Owner's failure to receive these Rules shall not be a defense to any attempt by the Association to enforce any rule contained herein, or to levy fines, expenses, or attorneys' fees as a result of a violation of any rule.

### **1.4 Amendment to Rules.**

The Association reserves the right to amend, repeal or revoke these Rules by resolution of the Board at any time in accordance with the terms and conditions of the Declaration and Bylaws.

### **1.5 Supplement to Law.**

These Rules shall be in addition to and in supplement of the terms and provisions of the other Community Documents and applicable law.

### **1.6 Deviations.**

The Board may deviate from the procedures set forth in these Rules if in its sole discretion such deviation is reasonable under the circumstances.

## **1.7 Severability.**

In the event a court of competent jurisdiction finds any provision of these Rules void or otherwise unenforceable, the other provisions shall remain in full effect.

# **ARTICLE II**

## **PROPERTY USE RESTRICTIONS**

### **2.1 Animals and Pets.**

No animals of any kind shall be raised, bred, kept or housed within Baseline Residential without the prior written consent of the Board, and if required, the Colorado Division of Wildlife, and in all events in conformity with these Rules. Notwithstanding, up to three (3) domestic pets (which shall mean only domesticated dogs, cats and other animals permitted by the municipal code of the City and County of Broomfield) may be kept on a Site. Also, a reasonable number of bees may be kept on a Site in accordance with the municipal code of the City and County of Broomfield.

All household pets shall be controlled by their owner and shall not be allowed off the owner's Site except when properly leashed and accompanied by the owner. Pet owners are responsible for the immediate removal and proper disposal of animal waste deposited on any Common Element. Pet owners are liable for any damage to persons or property caused by their pets.

### **2.2 Business Activities**

No business or trade may be conducted in or from any Site, except that an Owner or occupant residing in a dwelling on a Site may maintain a home office within such dwelling so long as:

- 2.2.1 The existence or operation of the home office is not apparent or detectable by sight, sound or smell from outside the dwelling;
- 2.2.2 The home office conforms to all applicable zoning and other legal requirements;
- 2.2.3 The home office does not involve regular visitation to the dwelling by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of Baseline Residential;
- 2.2.4 The home office is consistent with the residential character of Baseline Residential and does not constitute a nuisance or hazardous or offensive use or threaten the security or safety of other residents of Baseline Residential, as may be determined in the sole and absolute discretion of the Board; and
- 2.2.5 The business conforms to all Association and Board rules and regulations and policies and procedures.

## **2.3 Common Element Maintenance by Owners**

Certain areas have been designated as open space, wetland or preserves on neighborhood plats and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in the Declaration.

The following Common Elements maintenance functions are NOT approved for Owners or occupants. This is not an inclusive list of restricted functions.

- 2.3.1 Spraying of any chemicals including but not limited to herbicides, fertilizers and pesticides
- 2.3.2 Removal or pruning of grasses, shrubs, and trees
- 2.3.3 Watering of any kind
- 2.3.4 Planting of new shrubs, trees, or planted material
- 2.3.5 Addition of new mulch to any of the Common Elements
- 2.3.6 Mowing of any Common Elements
- 2.3.7 Any maintenance functions within property not owned by, but maintained by the Association or community partner
- 2.3.8 Dumping of any natural waste including yard waste, food scraps, dirt or gravel.
- 2.3.9 Vehicle, equipment or foot traffic for landscaping, construction or other improvements.

## **2.4 Fertilizers, Pesticides and Herbicides.**

No Owner shall use, or permit the use on such Owner's Site, of fertilizers, pesticides and herbicides in such a manner that overspray occurs onto adjacent Sites, in such a manner as to cause a nuisance to other Owners, or in such a manner as to cause such fertilizers, pesticides or herbicides to enter groundwater in any material amount.

## **2.5 Garbage/Trash Receptacle and Materials**

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on any Site. Compost shall be kept in a suitable container with an attached lid located in a screened area solely for the purpose of composting. All trash, recycling and yard waste receptacles shall be kept within the garage of each dwelling unit except on collection days.

## **2.6    Leases**

The term “Residential Lease” shall mean an agreement (including a sublease) between the Owner or occupant of a dwelling within Baseline Residential and another Person whereby such other Person is granted a right of occupancy with respect to all or any portion of such Owner’s or occupant’s dwelling, for which such Owner receives any consideration or benefit including rent, or any other fee, service, gratuity or emolument. Any Owner has the right to lease his Site, or any portion thereof, under the following conditions:

- 2.6.1 All Residential Leases shall be in writing; and
- 2.6.2 All Residential Leases shall be expressly subject to the Community Documents; and
- 2.6.3 All residential leases provide that failure by the lessee under such Residential Lease or such lessee’s Guests to comply with the Community Documents shall be a default under such Residential Lease; and
- 2.6.4 All Residential Leases be effective for a term of no less than six (6) months (not including renewal periods or extension terms).

Within fifteen days after entering into a Residential Lease, the Owner of the leased premises shall deliver to the Association a signed memorandum certifying the name of the lessee, the date the initial term of the lease, sublease or other agreement expires, and the length of each renewal period and each extension term with respect thereto, if any.

## **2.7    Nuisances.**

No nuisance shall be permitted which is visible within or otherwise affects Baseline Residential or any portion thereof, nor any use, activity or practice which unreasonably interferes with the peaceful enjoyment or possession and proper use of other Sites in Baseline Residential or any portion thereof. As used herein, the term “nuisance” shall include each violation of the Community Documents, but shall not include any activities of the Founder or a Builder. No noxious or offensive activity shall be carried on upon any Site, nor shall anything be done or placed on any Site which is or may become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to others. No Site may be used for growing, sale or dispensing of marijuana.

### **2.7.1    No Annoying Lights, Sounds or Odors**

No light shall be emitted from any Site which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any Site which is unreasonably loud or annoying. No odor shall be permitted from any Site which is noxious or offensive to others.

### **2.7.2 No Hazardous Activities; No Hazardous Materials or Chemicals**

No activities shall be conducted on any Site, or within improvements constructed on any Site, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Site, and no open fires shall be permitted on any Site, except in a contained barbecue unit while attended and in use for cooking purposes, or within a fireplace and/or fire pit, or except such campfires or picnic fires on property which may be designated for such use by the Association. Further, no hazardous materials or chemicals shall at any time be located, kept or stored in, on or at any Site except such as may be contained in household products normally kept at homes for use of the residents thereof and in such limited quantities so as to not constitute a hazard or danger to person or property.

### **2.8 Outside Storage.**

No personal property of any kind or type may be stored on any Site except inside a dwelling unit on the Site or other structure approved by the Design Review Committee. This prohibition shall not be interpreted to apply to normal and customary patio furniture and barbecue grills.

### **2.9 Site Requirements**

#### **2.9.1 General Conditions**

Each Owner shall, at all times, maintain, repair and replace such Owner's Site, and all improvements on said Site, including, but not limited to, the dwelling unit, landscape and irrigation. Furthermore, if an improvement on a Site should be destroyed in whole or part by fire, hail, windstorm or other act of God, the same shall be rebuilt by the Owner within a reasonable time after destruction, as determined by the Board, and all debris promptly removed by the Owner, so as not to render any such Site or portion thereof, as determined by the Board, unsanitary, unsightly, offensive or detrimental to any other property or to its occupants.

#### **2.9.2 Damage to Neighboring Properties**

If a project undertaken by an Owner on his Site causes damage to neighboring property or Common Elements, the Owner is responsible for any necessary repairs or restoration, including, if necessary, all costs incurred in enforcing the obligation. Damage to neighboring properties is a civil matter and will not be arbitrated by the Association. This includes changes in drainage that would affect a neighboring property.

### 2.9.3 Project Clean-Up

Owners are responsible for all clean-up of any Site improvement project. All debris, sod, soil, etc. is to be removed and hauled to the proper waste sites, outside of the Baseline Residential. It is prohibited to dump waste on open space, Common Elements, streets, or any property not owned by the Owner.

### 2.9.4 Spring and Fall Clean-Up

Spring cleanup consists of thorough raking of turf areas to remove winter debris and to promote new growth. Fall cleanup should consist of leaf removal at reasonable frequency. Owners are responsible for both spring and fall cleanup of their Site.

### 2.9.5 Tree Maintenance

Pruning of trees must be in compliance with horticulture standards. Tree topping, which leaves limbs and branches greater than one-half (1/2") in diameter exposed, will not be allowed. Trees should be spot-pruned during the growing season to promote shaping, thinning and to remove branches that interfere with nearby improvements or pedestrian traffic. During the dormant season, trees should be pruned to remove dead, damaged or crossing branches in an effort to develop the natural form of the tree. Dead or diseased trees must be removed or trimmed as soon as discovered, to protect against the spread of disease. Dead or diseased trees, which have been removed, shall be replaced as necessary to maintain the appearance of the lost tree as approved by the Design Review Committee and to meet the minimum landscape requirements set forth in the design guidelines. An Owner may not cut down or remove any living tree without the approval of the Design Review Committee.

### 2.9.6 Turf Maintenance

“Turf” means continuous plant coverage consisting of hybridized non-native grasses, or grasses that have not been hybridized for arid conditions that, when regularly mowed, form a dense growth of leaf blades and roots. Turf should be mowed regularly and the turf should be maintained at a height not exceeding three inches. During the spring and fall months, increased mowing is recommended at a shallower mowing to reduce stress on the grass. Walks and driveways must be swept or blown free of grass clippings and kept free of weeds. Walkways and planting beds are to be kept edged to maintain a crisp appearance. Tree rings should be edged and kept free of weeds, either manually or through appropriate post-emergent herbicides. Watering, fertilizing, and aeration should be conducted as necessary to keep the quality and color of turf reasonably consistent with that of neighboring Sites. Owners shall be responsible to treat turf, planting beds, rock and/or mulched areas as necessary to control broadleaf weeds. Owners must properly dispose of all yard waste.

### 2.9.7 Weed Control

Owners are responsible to ensure their Site is kept free of weeds, which includes but is not limited to, front and rear yard turf, walkways, sidewalk joints, driveways, tree rings and planter beds either manually or through appropriate herbicides.

## 2.10 Tents.

Unless otherwise approved by the Board in writing, camping tents shall be permitted only within the backyards of Single-family Sites, on the condition that: (a) any such tent does not exceed eight feet in height; (b) no more than three tents shall be assembled within any backyard at the same time; (c) no tent shall be assembled on in backyard for more than three consecutive nights, and not more than seven nights within any thirty day period. Unless otherwise approved by the Board in writing, a tent intended to accommodate functions such as weddings, parties or similar events shall be permitted on any Site, on the condition that no such tent is assembled on any Site for more than forty-eight hours.

## 2.11 Vehicles.

- 2.11.1 Parking on any public streets accepted and maintained by the City and County of Broomfield shall follow regulations stated within the City and County of Broomfield's municipal code, the enforcement of which is the responsibility of the City and County of Broomfield.
- 2.11.2 Garages must be used for the parking of vehicles, and not for storage, due to limited parking in Baseline Residential.
- 2.11.3 Parking on driveways/driveway aprons abutting alleys is prohibited.
- 2.11.4 No house trailer, camping trailer, boat trailer, hauling trailer, snowmobile, jet ski, boat, or accessories thereto, truck (excluding, except as hereinafter provided, pickup trucks that are one ton capacity or less), self-contained motorized recreational vehicle, or other type of recreational or commercial vehicle or equipment, may be parked or stored on any Site for longer than 48 consecutive hours unless such parking or storage is entirely within an enclosed garage on the Site.

For the purposes of these Rules, a "commercial vehicle" means a vehicle that meets any of the following:

- Is used to transport cargo or passengers for profit or hire; or
- May (but is not required to) contain signage, advertising, or written information on the vehicle or extending from the vehicle; or
- Any vehicle registered with the State Motor Vehicles Department as a "commercial vehicle"; or

- Meets the definition of the City and County of Broomfield ordinances for being a commercial vehicle; or
- Any vehicle that is larger than one ton capacity.

For the purposes of these Rules, a “recreational vehicle” includes motor homes, conversion vans, pick-up trucks with camper shells, trailers, self-contained recreational vehicles, motorcycles, motorbikes, snowmobiles, jet skis, boats, all-terrain vehicles, and other apparatus intended for use on land, water, or in the air, and the trailers for their transportation.

- 2.11.5 No derelict, abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on any Site except within an enclosed garage on the Site. A “derelict, abandoned or inoperable vehicle” shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of seventy-two hours or longer, or which does not have an operable propulsion system installed therein, or which is not then currently registered and licensed, or exhibits other characteristics of being abandoned or inoperable, such as, but not limited to, flattened tires or broken windows.
- 2.11.6 No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers, boats, or otherwise may be performed or conducted on a Site unless it is done within an enclosed garage on the Site. The foregoing restriction shall not be deemed to prevent the washing and polishing of any motor vehicle, boat, trailer, motorcycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.