

**ARRAS PARK  
RULES AND REGULATIONS  
REVISED June 29, 2023**

**Article I. DEFINITIONS**

All words and phrases used in these Rules and Regulations shall have the meaning provided in the Declaration of Covenants, Conditions and Restrictions of Arras Park, recorded in the real property records of the Clerk and Recorder of Adams County, Colorado, at Reception No. 2021000024475, on March 2, 2021 (the “Covenants”), unless otherwise defined herein.

**Article II. USE RESTRICTIONS**

2.1 Use of Lot and Property.

Each Lot shall be used as a residence for a single family or such other uses permitted by the Covenants. No Lot may be used for any purpose which fails to comply with the Rules and Regulations that the Board of Directors of the Home Place Metropolitan District (the “District”) may enact from time to time or which constitutes a nuisance or disrupts the reasonable use and enjoyment of the Arras Park community by other Owners or Occupants.

2.2 Maintenance.

Each Owner shall maintain their Lot 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 Lot or within the Arras Park community anything which may cause damage to any other Lot or any District-owned property, or affect the health, safety, and welfare of other Owners or Occupants.

2.3 Home Occupations.

Notwithstanding anything in the Rules and Regulations to the contrary, Owners and Occupants may conduct business activities within their homes as long as the following conditions are satisfied:

- A. The business is clearly secondary to the residential use of the home constructed on the Lot and is conducted entirely within the home;
- B. The existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of signs indicating that a business is being conducted;
- C. The business does not result in an undue volume of traffic or parking within the Arras Park community; and

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

#### 2.4 Leasing.

Owners may lease the home on the Lot as long as the same is in compliance with any restrictions on short-term rentals or other leasing restrictions of the City of Thornton. Further, all leases shall provide that the terms of the lease and the lessee's occupancy of the home is subject to the provisions of the Governing Documents.

#### 2.5 Pets.

A. The Covenants allow Owners and Occupants of Lots to keep pets as permitted by applicable local laws or ordinances and in compliance with any Rules and Regulations adopted by the Board of the District.

B. Per the Covenants, chickens, roosters, and other poultry are not permitted.

C. No animal of any kind may be kept for commercial purposes.

D. Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping located on any of the District-owned open spaces and parks and shall not otherwise be left unattended on District-owned open spaces and parks.

E. When on District-owned property, all pets must be leashed and under control of the person responsible for the pet.

F. 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.

G. Pet owners shall also be responsible for cleaning up pet waste on their own Lots in a frequent manner so as not to cause a nuisance to neighboring residents.

#### 2.6 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 Lot except inside the home constructed on the Lot or unless otherwise screened from view from the ground level of neighboring Lots and any adjacent street. If not stored inside, garbage or recycling cans and receptacles ("**Trash Containers**") shall be stored in such a manner that they are not visible from the ground level of other neighboring Lots or from the front of the house and street.

- B. No 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 or recycling is to be picked up and must be properly stored by 7:00 pm the evening of pickup.
- D. Trash Containers shall not be placed on alleys, streets, or walkways as these areas must remain clear for emergency traffic.

2.7 Parking.

- A. Garages shall be used for parking of vehicles only and shall not be used for storage or other uses which prevent the parking of vehicles in the garage.
- B. No vehicle may impede the safe and efficient use of the alleys or streets within the Arras Park community by Owners and/or Occupants, obstruct emergency access to/from the Arras Park community, or interfere with the reasonable needs of other Owners and/or Occupants to use the alleys, streets, or their driveways within the Arras Park community.
- C. No abandoned or inoperable vehicles shall be stored or parked on any Lot unless parked within a garage. An “abandoned or inoperable vehicles” is defined as any vehicle which has not been driven under its own propulsion for a period of two weeks or more.
- D. The following may not be parked or stored in the community unless such parking or storage within a garage on a Lot:
  - i. Commercial vehicles, defined as:
    - a. Box trucks
    - b. Tow trucks
    - c. Trucks without a bed
    - d. Buses
    - e. Semi tractors and trailers
    - f. Vehicles with two or more rear axles
    - g. Hazardous material transport vehicles
    - h. Taxi cabs
    - i. Limousines
    - j. Heavy machinery, backhoes, graders, skid steers or construction equipment. (Unless construction equipment necessary for construction or for the maintenance of any Lots or District-maintained property)
    - k. Any vehicles having a manufacturing payload capacity greater than one (1) ton
    - l. Vehicles with racks, ladders or panels designed to carry equipment other than personal, recreational or equipment for physically impaired

m. Vehicles with scrolling lighted signs and exterior warning lights.

Note that not more than one Sprinter-type, box van may be parked on the driveway of a Lot.

iii. Recreational vehicles, including trailers, camping trailers, boat trailers, hauling trailers, boats or accessories thereto, and self-contained motorized recreational vehicles.

E. Notwithstanding the above, the vehicles listed in Section 2.7.D may be parked or stored on the driveway of a Lot as a temporary expedience for no longer than 24 consecutive hours for loading, unloading, or delivery of goods or services.

F. Parking in fire lanes (as designated by the District, local government authority, or a local fire protection authority) is not permitted.

G. Except for parking spaces located within certain alleys in the communities, the alleys are for ingress and egress only and parking within the alleys is prohibited. There are limited parking spaces located within various alleys in the community, which parking spaces are limited for guest parking on a first come, first served basis.

H. No maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat may be performed anywhere in District-owned property, streets, driveways, alleys or fire lanes. These activities may be performed in garages providing no disruptive noise or noxious odor is emitted and that materials resulting from such activities are properly disposed of.

I. No vehicle may be parked on District-owned property, streets, driveways, alleys or fire lanes or parking spaces for longer than 72 consecutive hours.

## 2.8 Garage Sales

All garage sales must comply with applicable municipal requirements. The District reserves the right to place limitations on the number of times in one year that an individual property can be used for garage sales.

After the conclusion of the garage sale, no items can be left out on the driveway, sidewalks, alleys, or streets. Signs advertising garage sales may not be posted on any District-owned or maintained property. Any signs advertising the garage sale must be taken down immediately after the conclusion of the garage sale.

## **ARTICLE III. DISTRICT PARKS AND OPEN SPACE**

### 3.1 General Rules.

The Arras Park community boasts several park areas, which include playgrounds,

climbing walls and boulders, shade structures, seating areas, and an amphitheater (collectively, the “**Parks**”). See Exhibit A for a map showing the Parks. The following rules apply to all such Parks.

- A. Park areas are for use on a “first come, first served” basis, subject to the ability for individuals to reserve the exclusive use of Arras Park for as provided in these Rules and Regulations.
- B. The use of glass containers is not permitted in any of the Parks.
- C. Amplified sound is not allowed, unless otherwise authorized by the District. Park users must keep noise to a reasonable level so as not to create a nuisance to neighboring homes.
- D. Use of artificial lighting is not allowed, unless otherwise authorized by the District.
- E. All trash and debris must be picked up and properly disposed of by Park users prior to leaving.
- F. Pets must be leashed and under physical control at all times. Pets may not be leashed, chained or tethered to any building, stake, sprinkler, fence, tree or other improvement or landscaping within the Parks.
- G. Posting of signs, handbills, posters, stickers, or notices is prohibited, unless otherwise authorized by the District.
- H. Nothing may be attached to any trees, structures or other improvements within the Parks.
- I. Bicycles, skateboards, and rollerblades are allowed only on sidewalks and designated trails.
- J. The use of motorized vehicles within the Parks is prohibited.
- K. Golfing, archery, and the discharge of any firearm is prohibited.
- L. Fires and charcoal are allowed in grills provided by the District and/or in designated areas only. Extinguish all fires or coals and dispose of them properly before leaving.
- M. No camping in the Parks is permitted.
- N. Tents, booths, stands, bounce houses, etc., are only allowed with authorization of the District. Stakes cannot be driven into the grass to secure poles or other items. Water, metal or sand weights may be used to secure poles or other such items.

- O. The discharge or explosives or fireworks or the launching of model rockets or other such devices which may have an explosive charge is prohibited.

### 3.2 Reservation of Park Space.

- A. *General Park Reservation Information.* As stated above, the Parks are available for the general, informal use by the public. However, the amphitheater at Arras Park (the “**Amphitheater**”) may be reserved for exclusive use for specific events (a “**Special Event**”) in accordance with these Rules and Regulations by applying for and receiving a permit from the District (a “**Special Event Permit**”). The District will not permit the reservation of the Amphitheater for regularly scheduled, ongoing events (such as regularly scheduled weekly or monthly events) Any Special Event with a Special Event Permit will have priority over the general public for use of the Amphitheater.

Special Event Permits will only be issued to applicants 18 years of age or older.

- B. *Reservation Process.* In order to obtain a Special Event Permit, the applicant (the “**Applicant**”) must complete and return an application in the form attached hereto as Exhibit B (a “**Special Event Permit Application**”), along with the Permit Fee and the Deposit, to the District for approval. Special Event Applications will not be reviewed or considered until receipt of the Permit Fee and Deposit by the District. Special Event Applications will be reviewed by the District in the order received on a first come, first served basis. District-sponsored events at the Amphitheater will take priority over any requested Special Event.

- C. *Special Event Permit Fees and Deposit.* A fee (a “**Permit Fee**”) and a damage deposit (a “**Deposit**”) is required for the reservation of any Park or Park space via a Special Event Permit, as follows:

In-District Residents:

- Permit Fee: \$100
- Deposit: \$500

Out-of-District Residents:

- Permit Fee: \$500
- Deposit: \$500

If an Applicant for a Special Event Permit cancels any Special Event for which a Special Event Permit has been issued less than 14 days prior to the date of

the Special Event, the Permit Fee will be non-refundable and retained by the District.

The Deposit, less any amounts retained by the District for cleaning or damage caused by the Special Event, will be returned to the Applicant within 14 days of the Special Event. If the Deposit is insufficient to pay for any cleaning or repair of damages caused as the result of the Special Event, the Applicant will be responsible for any additional costs or expenses incurred by the District.

D. *Special Event Permit Rules.* In addition to the general rules listed in Section 3.1 of these Rules and Regulations, the following shall apply to any Special Event.

- i. Special Event Permits are applicable only to the Park or Park area as indicated on the Special Event Application and the Special Event Permit.
- ii. The Applicant is responsible for the use of the Park or Park area and those attending the Special Event.
- iii. The sale of goods or services at any Special Event is prohibited.
- iv. Upon completion of the Special Event, the area shall be restored to a litter free condition. The Applicant agrees to be responsible for costs incurred by the District for repairs or cleanup by the District.
- v. Tents, booths, stands, awnings, canopies, or other structures are prohibited without the prior written approval of the District.
- vi. Destruction, damage, or removal of any vegetation or defacement of District property is prohibited. The Applicant agrees to be responsible for all such damage.
- vii. Disorderly conduct and/or abusive language are prohibited and shall be cause for revocation of the Special Event Permit. The Special Event may not unreasonably interfere with or detract from the general public's enjoyment of surrounding areas.
- viii. Alcoholic beverages may be served as long as the Applicant abides by the following conditions:
  - a. No fee will be charged, either directly or indirectly by the Applicant or its affiliates (*i.e. no cash bar*) for the sale or consumption of alcoholic beverages.
  - b. No alcoholic beverages, including 3.2 beer, will be served, at any

time, to any person who is under 21 years old or to any intoxicated person.

- c. It is acknowledged that District does not hold or maintain a liquor license, and this permission to serve alcoholic beverages does not constitute a liquor license. The Applicant shall be solely responsible for compliance with the liquor laws of the State of Colorado and any local regulations.
  - d. If any persons under the age of 21 attending the Special Event, whether invited or uninvited, brings alcoholic beverages onto the Park or Park area, the Applicant shall take action to have such beverages removed from the premises. If necessary, the Applicant will call the police to seek assistance with the enforcement of this policy. At any Special Event at which the majority of the attendees are under 21 years old, the Applicant will assure that there is at least one adult chaperone present at all times for every ten (10) persons under 21 years old.
  - e. If any adult (persons 21 years old or older) attending the Special Event, whether invited or uninvited, is abusing or misusing alcohol at the Special Event, the Applicant will take action to have such activities stopped, and if necessary, notify the police to seek assistance.
  - f. The Applicant agrees to arrange alternate transportation for any attendee who is unable to safely and responsibly drive away from the Special Event due to intoxication. The Applicant agrees that it is solely responsible for any claim or liability that arises as a result of the serving of alcoholic beverages at the Special Event
  - g. The Applicant shall indemnify and hold harmless the District for any claims, actions, or suits brought by third-parties against the District for any damages caused as a result of Applicant's failure to comply with the provisions of these Rules and Regulations.
- ix. A copy of the Special Event Permit must be in the possession of the Applicant during the Special Event and shown to District personnel upon request.

**EXHIBIT A**  
**PARKS**

**EXHIBIT B**  
**SPECIAL EVENT PERMIT APPLICATION**