

Chimney Creek II Homeowners Association

Rules and Regulations

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The following Rules and Regulations have been created and approved by the Board of Directors to clarify and ensure a quality living environment within Chimney Creek. They apply to all residents, guests and licensees of Chimney Creek Homeowners Association, Inc., - owners and non-owners alike. They are enforceable under our Bylaws, Declarations and Articles of Incorporation. The purpose of these Rules and Regulations is to ultimately provide all residents maximum enjoyment in living at Chimney Creek.

Chimney Creek is not an apartment complex, where one pays the rent and someone else does all the work for us. It is an Association of individuals and a community of residents with a common interest. That common interest is to maintain the highest quality of living for all residents, and to protect our mutual investment. Damage by one resident to our areas is a cost for all residents.

REMEMBER - To have a good neighbor, you must first **be** a good neighbor.

1. ASSOCIATION MANAGEMENT: The Chimney Creek Homeowners Association, Inc., is managed by **Association & Community Management, 9250 W 5th Ave., Lakewood, CO 80226 (Phone: 303-233-4646/Fax: 303-233-1018)** or any other management company so designated by the Board of Directors.
2. EMERGENCY PROCEDURES: Call 911 and give nature of the emergency
3. RENTING/LEASING OF UNITS:
 - A. Within ten (10) days after entering into a rental/lease agreement, unit owner(s) shall advise the Association, in writing, of the address of the rented unit and the name(s), mailing address and telephone numbers of both the landlord and the tenant. In addition, the unit owners are required to notify the Association of any change in their address if different from the address of their unit. Such notice will be required each time a change occurs. (See Exhibit 1: Homeowner Rental/Leasing Notice). This information is extremely important in the event of an emergency (i.e. water leaks, fire, etc.).
 - B. Unit owners are reminded that they are liable and responsible to the Association for any and all violations of the established Rules and Regulations and the Declaration by themselves, their guest(s), invitee(s), children, renter(s) and pet(s).

- C. Unit owners are responsible to provide each resident, tenant or lessee with a complete copy of the Rules and Regulations, and to stress their compliance in the same manner as if the owner(s) were residing on the premises. Any rental or lease agreement shall contain an acknowledgment that the tenant has received a copy of the current Rules and Regulations and the tenant agrees to comply with it.
- D. Any tenant residing at Chimney Creek shall be subject to all Rules and Regulations then in effect as an owner would be, and subject to suspension or termination of his/her rights to use the Common Area recreational facilities. Any owner(s) shall be subject to the payment of fines levied by the Association for any violation(s) of these Rules and Regulations by his/her tenant(s), notwithstanding the failure of the tenant(s) to reimburse the owner(s) therefore.

4. DRIVEWAYS AND PARKING AREAS:

- A. Boats, trailers, trucks, campers and commercial vehicles shall not be parked or maintained in the Properties; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or within the Properties, nor shall this restriction restrict trucks or commercial vehicles within the Properties which are necessary for the construction or repair of residential dwellings or maintenance of the Common Area.
 - (1) The Board of Directors defines trucks as vehicles whose capacity exceed one ton, as well as trucks, regardless of their capacity, which are of a commercial nature or which have a camper attached to them.
 - (2) All trucks which have a capacity of one ton or less shall be allowed within the Properties as long as they are not of a commercial nature and do not have a camper attached to them.
 - (3) The Board of Directors defines commercial vehicles as any vehicle, which has any business sign or logo, whether temporary or permanent, anywhere on the exterior of the vehicle, or any vehicle which has trade tools or equipment visible.
 - (4) The Board of Directors defines camper as any recreational vehicle which is designed to sleep individuals or any device or shell, which is affixed to a truck, which has a height of eight (8) inches in excess of the top of the cab of the truck.
- B. Parking is authorized only in garages and designated areas. "On Street" parking is not permitted.

- C. Parking in "Fire Lanes" is prohibited and vehicles parked in same are subject to immediate towing, without notice, by the Association and at the expense of the owner.
- D. Owners of motorcycles are required to place a block of wood under the kickstand to prevent the creation of holes in the asphalt. The owner(s) of the motorcycle(s) will be responsible for the cost of repairing holes made by kickstands.
- E. No abandoned vehicles are permitted in the complex, which includes all roads, driveways and designated parking areas. Such vehicles are subject to removal or towing at owner's expense. Abandoned and/or inoperative vehicles are defined as follows:
 - (1) Vehicles that are obviously inoperable (flat tires, wrecked, etc.) or;
 - (2) Vehicles whose plates are expired or missing, or;
 - (3) Vehicles that have not been moved for 96 hours or more.
- F. If a homeowner anticipates a vehicle to be parked on a driveway or designated parking area for more than 96 hours, he/she must notify Association & Community Management of the specific dates or be subject to towing at the owner's expense.
- G. Vehicles, equipment or materials that are considered abandoned will have a towing notice posted on them and if the violating item is not removed within 72 hours, it will be towed or removed at the owner's expense. Retrieval, storage and towing costs will be the responsibility of the violator. Fire lane violations may be towed immediately without notice.
- H. Due to the corrosive and destructive nature of petroleum products, damage to property caused by maintenance (i.e., oil changes/major repairs), or damage caused by excess vehicle leaks; associated cleanup costs will be the responsibility of the owner(s)/tenant(s).
- I. Any and all vehicles are prohibited from driving or parking on any turf or landscaped area. Vehicles found in these areas will be immediately towed without notice and at the owner's expense. The owner of the vehicle will be billed for the cost to repair any damage done and may be subject to additional fines for each occurrence.
- J. VISITORS AND GUESTS - All parking rules and restrictions apply to any vehicle(s) within the Chimney Creek Properties including those of visitors and guests. Residents are requested to notify the Homeowners Association Management Company if a visitor or guest's vehicle will remain parked for longer than 72 hours.

5. CONTROL OF PETS:

- A. Residents are responsible for picking up the animal's waste immediately and disposing of it in a trash receptacle. Pets must be kept on a leash and in the owner's control at all times. The leash can be no longer than six (6) feet in length. Chimney

Creek pet owners should remember that Jefferson County also has ordinances regarding pets that apply to our community.

- B. All dogs and cats must have an animal rabies shot and be licensed with Jefferson County. Evidence thereof shall be made available to the Board of Directors upon request.
- C. All dogs outside the owner's premises must be walked on a leash and all solid waste picked up immediately. Pets may not be "tied up" to stairs, trees, signs, doors or any other stationary object, or confined unattended on the patios. Cats shall not be allowed to claw trees or destroy landscaping in the common areas. Expenses and costs resulting from damage to grass, shrubs, trees or common elements will be the responsibility of the applicable unit owner.
- D. No animals of any kind shall be raised or kept in the complex for the purpose of boarding or raising for commercial purposes.
- E. The Board of Directors, at their sole discretion, will consider the size of the household pet as well as any problems, complaints or concerns regarding the pet in any unit and may restrict the pet kept in any unit on a case-by-case basis. Pets shall not be allowed to become an annoyance or nuisance to others. The Association limits owners to two dogs per household. Renters may not have any dogs.
- F. Violations are subject to fines without further warning. Owners will receive written notice of violations and may appeal any violation either personally or in writing.

6. SWIMMING POOL AND TENNIS COURTS

A. Swimming Pool

- (1) No lifeguard is on duty. Swim at your own risk.
- (2) No pets are allowed in the pool area, in accordance with Jefferson County's Health Code.
- (3) Proper bathing attire is required. No cut-offs or jeans.
- (4) No children under the age of 16 are allowed in the pool unless accompanied by an adult.
- (5) No running or boisterous conduct in the pool area. Bicycles and skateboards are not permitted inside the fence. No profanity.
- (6) Do not leave any food or food residue in pool area upon departure. Drinks in paper or plastic containers only. No glass permitted pursuant to state law.
- (7) Pool hours: 7 am. - 10 p.m.
- (8) Guests are limited to four (4) House Guests per family.
- (9) Pool area may NOT be reserved for private use.

B. Tennis Court

- (1) Correct tennis shoes are required. No street shoes.
- (2) No children under 16 are permitted without adult supervision.
- (3) Bicycles, skateboards, etc. are prohibited.
- (4) No motorized toys of any sort.

7. TRASH

- A. Plastic or rubber garbage cans shall be clean and covered at all times. All food-related trash must be disposed of in garbage cans. Only non-food-related trash may be placed in plastic bags of sufficient strength and securely closed for disposal. No trashcans or trash bags shall be placed outside before the morning of pick-up day. Use of paper sacks and metal cans for trash are not allowed. Trashcans must be removed from the Common Area within 24 hours of disposal. Trash receptacles must be kept within garages at all other times.
- B. No rubbish or debris, including, but not limited to, lumber, wood, dirt, pet droppings, etc. of any kind will be placed or permitted to accumulate upon any property or Common Area within the community, and no odors will be permitted to arise therefrom so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.
- C. No large items including, but not limited to, furniture, mattresses, appliances, will be placed for trash pickup without previous arrangements. Any item of this type will be the responsibility, including financial, of the Owner for removal from the premises. Those people violating this Regulation will be fined \$100.00.
- D. No hazardous material including, but not limited to chemicals and paint, will be placed for trash pickup. Any item of this type will be the responsibility, including financial, of the Owner for removal from the premises.

8. BBQ GRILLS

- A. Under the 2009 International Fire Code prohibits the use and operation of barbecues (propane, natural gas, charcoal, hibachis or any open flame cooking device) on combustible decks and balconies or within ten feet of combustible construction. (2009 International Fire Code 308.1.4 Open-flame cooking devices.)
 - Exceptions:
 1. One and two family dwellings.
 2. Buildings, balconies and decks that are protected by an automatic sprinkler system.
 3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2.5 pounds

[nominal 1 pound (0.454 kg) LP-gas capacity].

- B. Fire Districts have authority to provide notice of violation to the fire code. There are possible consequences for violating the fire code, including a maximum fine of \$999 and/or six months in jail.
- C. Electric Grills are permitted to be used on decks, balconies and patios.

9. GENERAL RULES:

- A. These Rules and Regulations, the Declaration, the Bylaws and the Articles of Incorporation related to Chimney Creek Homeowners Association, may be enforced by the Board of Directors or its designated agent. Fines for infractions may be levied in accordance with provisions contained in these documents.
- B. Parents are deemed responsible for infractions or damage caused by their children. Owners are responsible for infraction or damage caused by their tenants, licensees, invitees or guests.
- C. No one subject to these Rules shall make or permit loud noises or play musical instruments, radios, stereos, television, etc. in such a manner as to disturb other residents of the community. Violations may be enforced pursuant to these Rules and Regulations, as well as by the appropriate governmental authorities.
- D. Owners/occupants shall not create any situation wherein their actions or conduct, as determined by the Board of Directors, represents a nuisance or disturbance to other residents.
- E. Owners are responsible for informing their renters of the Rules and Regulations. Failure of renter to abide by these Rules and Regulations will be the financial burden of the owner to provide restitution to the Association.
- F. Any immoral, improper, offensive or unlawful act, as defined by local, state, or federal laws, which may be reported to the appropriate governmental authorities, will be deemed an infraction of these Rules and Regulations.

10. MAILBOXES

- A. Tampering with mailboxes is a Federal Offense and will be reported to Federal Authorities, if witnessed.
- B. If your mailbox key is lost, it is the owner(s)/tenant(s) responsibility to replace it.

11. COMMON AREAS: The Common Area shall mean all real property owned

by the Association. This includes, but is not limited to, shrubbery, trees, lawns, roads, driveways, sidewalks, tennis court, clubhouse, swimming pool, retaining walls and mailboxes. The use of all Common Area facilities is

at

user's own risk. Windows and redwood decks are not considered Common

Area. Owners are responsible for the upkeep and repair of these items.

A. CHANGES TO COMMON AREA AND EXTERIORS OF UNITS

- (1) Changes to the facility or landscaping must be submitted with the use of the "Architectural Review Submittal Form" and "Acknowledgement of Homeowner Responsibility Form": (Exhibits 2 & 3). This includes placement and location of satellite dish antennas.
- (2) No structure may be placed upon the Common Area/unit exteriors. This includes roofs, front door steps (porches), extended decks, porch posts, asphalt driveways, parking areas adjacent to units, and stone/rock-filled areas. Prohibited structures include, but are not limited to dog houses, fences, hedges, gardens, picnic tables, tents, lawn furniture, sports equipment, nets, clotheslines, etc., except portable items removed to private property immediately after each use. Damage to unit exteriors or Common Area caused by private actions will be repaired and/or returned to acceptable standards by the Association, and the cost thereof will be charged to the person responsible therefore (owner in case of a renter).

B. COMMON AREA RULES: The Common Areas are for normal use of Chimney Creek residents and their invited guest(s) only.

- (1) "For Sale" signs are limited to standard realtor brochure boxes for 8 1/2 x 11" brochures.
- (2) Persons who damage Common Areas or Common Properties of the Association will be charged for the repair of all damages. Residents are asked to report individuals seen damaging lawns, trees, shrubs, or windows.
- (3) Automobiles, bicycles, tricycles, scooters and other wheeled vehicles are not permitted on lawn areas.
- (4) No clothing or other articles are allowed to be hung or dried on the exterior of any unit or in the common area.
- (5) Barbeques, picnic tables, lawn chairs, chaise lounges, pillows, blankets, toys, trash, and all personal property must be removed when leaving the Common Area.
- (6) Exterior television/radio antennas (visual) are not allowed (except approved satellite dish antennas).
- (7) Basketball backboards are not to be erected on exterior walls or Common Area walls.
- (8) No commercial or private business use may be made of the Common Area.

12. COMPLAINTS, WARNINGS, FINES AND APPEAL PROCESS: from time to time, as determined by the Chimney Creek Homeowners Association Board of Directors, a schedule of FINES may be adopted for the violation of the Rules and Regulations, Declarations, Articles of Incorporation and Bylaws of the Association. In addition, the Association and owners shall have all rights and remedies available under the Articles of Incorporation, Declarations, Bylaws and by law, including without limitation injunctive relief. Owners may be held responsible and liable for the actions of their tenants and occupants of their unit(s). Compliance with the standards of the complex is important for everyone to ensure a quality living environment.

A. COMPLAINTS - Complaints involving violations of the Rules and Regulations by homeowners/tenants may be by phone to the Management Company, but must also be followed up with a complaint in writing (See Exhibit 4; Complaint). The Board of Directors will consider no complaint unless the complainant signs it. The Management Company will mail a notice of the offense to the following individuals:

- (1) Owner of the unit.
- (2) Renter of the unit (if applicable).
- (3) Individual making the complaint.
- (4) Board of Directors.

B. FINES (For Each Violation)

- (1) 1st OFFENSE: \$25.00 plus any damages.
- (2) 2nd OFFENSE: \$50.00 plus any damages.
- (3) 3rd OFFENSE AND SUBSEQUENT OFFENSES: \$100.00 plus any damages, for each offense.

C. APPEAL PROCESS - In the event an offense occurs that is subject to a fine, the unit owner will be invited to appear at a hearing at the next regularly scheduled Board of Director's meeting (See Exhibit 5, Notice of Offense Violation). At such meeting, the owner will be permitted to explain or illustrate why he/she should not be fined for the offense. If the owner fails to appear at the meeting, the offense will stand as charged and a fine will be imposed. If the fine is imposed, the owner will be given 30 days in which to pay it. If a fine remains unpaid after the 30-day period, the Association will take appropriate steps to collect the debt (See attached Exhibit 6; Board Decision).

13. GENERAL PROVISIONS

- A. Failure by the Association, the Board of Directors or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
- B. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.
- C. Unless the context provides or requires to the contrary, the use of the singular therein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
- D. The captions in section are inserted herein only as a matter of convenience and reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Rules and Regulations or intent of any provision hereof.