

# Columbine Valley Homeowners Association Rules and Regulations Adopted May 10, 2006

The Columbine Valley Homeowners Association's Board of Directors adopts by resolution the following Rules and Regulations this 10<sup>th</sup> day of May 2006. These Rules and Regulations may be amended by a majority vote by Board provided there is a quorum present. Additional Rules and Regulations may be adopted from time to time as needed.

The following Rules and Regulations are applicable to all owners subject to the Use and Building Restrictions of Columbine Valley recorded on June 24, 1955 in the property records of Arapahoe County in Book 922 at Page 536 ("Declarations") as amended by Amendment recorded January 22, 1996 in Reception Number A6007289, Page 0001019.

## ARTICLE I: DEFINITIONS

**Section 1.1. Architectural Control Committee (ACC or Committee):** The committee appointed by the Board to review and approve or disapprove plans for Improvements submitted by any Owner.

**Section 1.2. Articles of Incorporation:** The Articles of Incorporation of the Association, as they may be amended from time to time.

**Section 1.3. Association:** The Columbine Valley Homeowners Association, Inc., a Colorado nonprofit corporation.

**Section 1.4. Board of Directors or Board:** The Board of Directors of the Association duly elected pursuant to the Bylaws of the Association.

**Section 1.5. Bylaws:** The Bylaws of the Association, as they may be amended from time to time.

**Section 1.6. Community:** The real property subject to the provisions of the Declaration.

**Section 1.7. Declaration:** The Use and Building Restrictions of Columbine Valley recorded June 24, 1955 in Book 922 at Page 536 in the office of the Clerk and Recorder of Arapahoe County, Colorado, as amended from time to time.

**Section 1.8. Director:** A member of the Board of Directors.

**Section 1.9. Documents:** The Declaration, Plat, the Articles of Incorporation, the Bylaws, Architectural Guidelines, and the Rules as they may be amended from time to time.

**Section 1.10. Dwelling Unit:** The residence constructed on each Lot within the Community and any replacement thereof, including the patio, deck, basement and garage, if applicable. Dwelling Unit shall include the Lot upon which such Dwelling Unit is constructed.

**Section 1.11. Improvements:** Any exterior construction, structure, fixture, or facilities existing or to be placed on a Lot constructed in the Common Interest Community, including but not limited to: buildings, outbuildings, landscaping, swimming pools, tennis courts, patios, patio covers, awnings, solar collectors or panels, painting or other finish materials on any visible structure, additions, garages, carports, driveways, fences (including underground electronic fences), screening walls, retaining walls, stairs, decks, streets, drainage facilities (including any change in slope, pitch or drainage pattern), exterior light fixtures, poles, basketball stands, trampolines, or other recreational or sporting equipment, signs, exterior tanks, and exterior air conditioning, cooling, heating and water softening equipment, any change, alteration, modification, expansion, or addition to any previously constructed Initial Improvement, including any change of exterior appearance, finish material, color or texture.

**Section 1.12. Lots:** Each platted Lot which is a physical portion of the Community designated for separate ownership or occupancy, the boundaries of which are described on the Plat.

**Section 1.13. Member:** Each Owner of a Lot.

**Section 1.14. Owner:** The Person who is the owner of record of the fee simple title to any Lot, but not a Person having an interest in a Lot solely as security for an obligation.

**Section 1.15. Person :** A natural person, corporation, trust, partnership, limited liability company, association, joint venture, government subdivision or agency or other legal or commercial entity or combination thereof.

**Section 1.16. Plat :** The plat for Columbine Valley Subdivision, Recorded in Book 922, Pages 36-539, in the office of the Arapahoe County Clerk and Recorder, Arapahoe County, Colorado, on June 24, 1955 at Reception No. 557709, as it may be supplemented or amended from time to time.

**Section 1.17. Rules:** Rules, regulations and policies adopted and amended from time to time by the Board pursuant to the Declaration for the regulation of the Community.

## **ARTICLE II: PROPERTY RULES**

**Section 2.1. Signage:** No signs are permitted to be posted on any Lot with the exception of one "For Sale" or "For Rent" sign (which shall not be over 20 x 26 inches), and allowed political signs. Not allowed are vendors' signs, etc. The rent or sale sign shall be placed in the front yard only. No such sign shall be permitted to remain more than five days after conveyance or renting of the Lot. Political signs may be posted up to forty-five days prior to any given local, county or state election and must be removed no later than seven days following the election.

## **ARTICLE III: ARCHITECTURAL CONTROL COMMITTEE GUIDELINES AND PROCESS**

**Section 3.1. Architectural Control Committee:** The Architectural Control Committee (ACC) shall review proposed plans and specifications for Dwelling Units, accessory structures, walls, appurtenant recreational facilities (e.g., play structures, hot tubs, trampolines), or other exterior additions, alterations or structures to be placed upon the Lots. No Dwelling Units, accessory structures, walls, appurtenant recreational facilities (e.g., play structures, hot tubs, trampolines), or other exterior additions, alterations or structures of any kind may be made until plans and specifications showing the nature, kind, shape, height, material, color and location of the proposed structure or alteration have been submitted to and approved, in writing, by the Committee. The Committee shall also review proposals to change the exterior color of homes. The Committee shall determine, among other determinations, whether the exterior design and location of the proposed structure, alteration, or color change harmonizes with the (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of the community.

### **Section 3.2 Architectural and Design Restrictions**

- A. Structural Height Restrictions:** By Amendment to the Declaration, paragraph 7 thereof was amended to provide: "No structure shall be erected, altered, placed or permitted on the lots which exceeds in height twenty-five feet from the highest finished grade line immediately adjoining the foundation of the structure. Structures shall be one story only, except that the Architectural Control Committee shall have the right to approve split level plans." This restriction means:

Twenty-five (25) feet from the highest point of finished grade (as defined below) at the foundation wall to top of the highest point of the roof, exclusive of chimneys, vents and similar appurtenances.

The highest point of finished grade at the foundation wall shall not exceed the greater of the following:

- i. The highest point of finished grade at the foundation of any existing structure as indicated by an improvement survey completed by a registered land surveyor prior to any planned or proposed demolition, remodel, reconstruction or construction, or
- ii. Three (3) feet above the elevation of the flow line (low point) of any gutter or

gutter pan adjacent to the mid-point of the front property line of the Lot.

- B. Roofing Materials:** All Dwelling Unit structures are required to utilize roofing materials that are equivalent to a premium quality shake shingle or better as approved by the ACC. No asphalt roofing materials are acceptable. Existing Owners are required to utilize the above-referenced roofing materials when replacing the structure's existing roof.
- C. Landscape Standards:** The entire yard, including front, sides and backyard, shall be landscaped in accordance with the provisions in Article III, Section 1.1. New landscaping shall be installed within ninety (90) days of the receipt of a Certificate of Occupancy, or within ten (10) months from the date that construction is initiated, whichever date is earlier. If inclement weather conditions (during winter months of November through March) prevent the timely installation of said landscaping improvements, the Lot Owner must make application to the Board for an extension of time until weather conditions sufficiently improve.
- D. Dog Runs and Pens:** No animal pens or dog runs shall be allowed on any Lot, unless its existence predates the adoption and execution of this document. Any such pens and enclosures that are in existence prior to the adoption of this document must be kept clean and odor free at all times. If the investigation of the Board indicates that animals are kept in violation of this Section, the Board will give the Owner ten (10) days written notice of the violation. Such violation must be remedied by the Owner within ten (10) days. Failure to comply with the written notice will result in a daily fine to be set by the Board. Any fine imposed by this Section shall be the obligation of the fined Owner and a lien on the Lot of the fined Owner. The Association shall be entitled to attorneys' fees and costs for any action taken to collect such fines.
- E. Fences:** No fence, wall or hedge over three feet high shall be constructed or maintained nearer than 40 feet to any property line except from street and right-of-ways where no fences, walls or hedges will be permitted nearer than 30 feet, unless the fence predates the adoption of these Rules and Regulations.
- F. Solar and Wind Energy Systems:** No Lot shall have an exterior solar collector system, solar energy device, wind generator system or any similar type of system or appliance unless it is not visible from any road in the community, a neighboring Lot, or the adjacent golf or course and is approved by the Architectural Control Committee.
- G. Antennas/Satellite Dishes:** Direct broadcast satellite (DBS) and multi-point distribution service antennas/dishes (MMDS) that are one meter (39") or less in diameter and for personal use of a homeowner may be installed. DBS and MMDS antennas/dishes larger than one meter are prohibited.

All antennas/dishes shall be installed with emphasis on being as unobtrusive as possible to the community. To the extent that reception is not substantially degraded or costs unreasonably increased, all antennas/dishes shall be screened from view from any street and nearby Lots to the maximum extent possible, and placement shall be made in the following order of preference:

- i. Inside the structure of the house, not visible from the street.
- ii. Backyard or side yard behind and below fence line
- iii. Backyard or side yard, mounted on house, in the least visible location below roofline
- iv. Side yard, screened by, and integrated into landscaping
- v. Front yard, screened by, and integrated into landscaping
- vi. Back rooftop

If more than one location on the property allows for adequate reception, the order of preference described above shall be used and the least visible site shall be selected. Antennas/dishes shall not encroach upon common areas or any other Owner's property.

All cabling must be run internally when feasible, must be securely attached, and must be as inconspicuous as possible. Antennas/dishes, masts and any visible wiring may be required to be painted to match the color of the structure to which it is installed. Any antenna/dish installation not in compliance with these rules and guidelines, may result in a fine against the owner, following Notice and Hearing and such further action, legal or otherwise, as permitted by the Declaration or statute.

- H. **Driveways:** All driveways shall be paved with concrete, unless otherwise approved by the Architectural Control Committee.

### Section 3.3 Architectural and Design Review Process and Procedure

- A. **Submission of Plans.** All plans and specifications are required to be submitted to the ACC on the official submission form in duplicate either in person or by mail to the address of the Columbine Valley Homeowners Association, 2 Middlefield Road, Columbine Valley, CO 80123.
- B. **Plan Check Fee.** All individuals submitting plans to the ACC shall be obliged to pay a reasonable plan check fee to cover the costs of reviewing and monitoring plans and construction activity. It will be necessary to pay the plan check fee upon submitting plans and specifications to the Committee. The Board has set the plan check fee at \$25.00 as quoted in the Use and Building Restrictions of Columbine Valley for the review of new plans or previously reviewed plans.
- C. **Evaluating Development Proposals.** The ACC shall have the authority to establish aesthetic standards for evaluating building proposals. These aesthetic standards are specified below.

The landscaping of the proposed structure (the "design elements") must harmonize with: (i) the various features of the environment (ii) the aesthetic character of the other homes in the Community (iii) any other factors which affect the desirability or suitability of a proposed structure or alteration (collectively the "approval factors").

The ACC shall decline to approve any design in which: (1) the design elements fail to harmonize with the approval factors described herein or which fail to meet any aesthetic standards promulgated by the Committee, or (2) impacts adversely on nearby Lots and the Common Interest Community.

- D. **Aesthetic Standards.** All standards set forth within this section, which are pertinent to the construction or installation of Improvements on an Owner's Site, shall be incorporated into the Plans submitted for review in the form of general notes, details or drawings.
- i. **Exterior Materials and Finishes:** Proposed improvements should be compatible with existing Improvements, including a high level of detail and a sophisticated combination of quality materials. Dwelling units must utilize a minimum of 50 percent natural stone or brick masonry. Other approved materials include acrylic based stucco, textured hardboard siding, and selected use of natural wood will be encouraged to maintain the upscale image of the community and the desire for visual harmony. Vinyl, aluminum and other synthetic siding of any type is not permitted.
  - ii. **Windows:** Wood and wood clad windows are recommended, and aluminum finish windows are prohibited. Materials such as vinyl, anodized metal, baked enamel, or plastics of approved color will be approved at the discretion of the Committee. Reflective glass is not acceptable.
  - iii. **Doors:** Solid core wood, plank, or wood-framed etched glass doors are acceptable for exterior doors. Any painted materials must be of an approved color. Door designs complementary to the overall residence design are required. Overly ornate, gaudy or period designs are not allowed. One or more standard storm doors may be allowed on a case-by-case basis.
  - iv. **Color:** Exterior improvement colors shall generally be complementary to the Owner's home. The use of decorative accent colors and color-blocking will be reviewed for location and application. The Committee will consider all coloration schemes based on their architectural merit and compatibility to the community as a whole. Repainting using the same colors as previously approved shall not require further approval of the Committee. Adjacent homes shall not have the same color schemes.
  - v. **Changes:** No substantial changes in plans or materials previously approved may be undertaken without approval of the Committee. No work shall be undertaken (other than routine maintenance and repair) which will result in substantial changes in the exterior appearance of an approved residence, including painting (except as specified in subsection D-iv above) or re-staining, without prior, written approval of the Committee.

- E. Approval Procedure.** Within thirty (30) days following the ACC's monthly meeting, the Committee shall approve or disapprove the proposed plans submitted for review or request further information or documentation. The Committee, in its sole discretion, may decline to approve plans and specifications which, in its opinion, do not conform to these guidelines. The Committee shall indicate its approval or disapproval on one of the copies of the plans and specifications provided by the applicant and shall return the plans and specifications to the address shown on the plans and specifications.
- F. Compliance with Codes/Environmental Laws.** In all cases, ultimate responsibility for satisfying all local building codes and requirements rests with the Owner and architect/contractor employed by the Owner. The ACC has no responsibility for ensuring that plans and specifications, which it reviews comply with local building codes and requirements. The owner shall hold the ACC, its members, the Association, and the Board harmless from any failure to comply with relevant building and zoning requirements or the Declaration or these Rules and Regulations, and against any defect in any plans or specifications or any defect in a structure or Improvement built.

Neither the Committee, nor any member of the Committee, nor the Association, nor anyone acting all behalf of the Committee or the Association, shall have any responsibility for compliance by Owner (or any agent, representative, guest, or invitee of Owner) with any environmental laws, regulations, or rules, including, but not limited to, those relating to hazardous waste and placement of underground oil storage tanks.

- G. Variation.** The ACC shall have the authority to approve plans and specifications which do not conform to approval factors in order to (1) overcome practical difficulties or (2) prevent undue hardships from being imposed on an Owner as a result of applying these restrictions. However, such variations may only be approved in the event that the variation will not (1) detrimentally impact the overall appearance of the development, (2) impair the attractive development of the subdivision or (3) adversely affect the character of nearby Lots. The ACC shall have no authority to approve plans and specification which are contrary to, or in violation of, the Declaration. Granting such variation shall not constitute a waiver of the restrictions articulated in this document. Variations shall only be granted if the ACC determines that the variation would further the purpose and intent of these restrictions. Variations shall *only* be granted in extraordinary circumstances.
- H. Maintenance of Lots during the Construction Period.** Each Lot Owner shall have a responsibility to generally maintain the Lot in a neat and clean appearance after construction commences for a Structure on said Lot. After clearing of vegetation for construction, the debris from the clearing operation shall be promptly removed from the Lot and disposed of off site in an approved location.
- During construction of each Structure, or any alterations or improvements thereto, periodic efforts shall be made by the Owner, or the Owner's construction representatives, to pick up scrap materials and other construction debris and to periodically dispose of said materials. Upon completion of the construction on any Lot and prior to the occupancy of the structure, the Lot Owner shall be responsible for keeping the Lot clean and neat in appearance. Each Owner shall be required to clean up the Lot within ten (10) days of receipt of a Certificate of Occupancy.
- I. Time of Completion.** The exterior of any structures, including painting or other suitable finish and front yard landscaping, shall be completed within nine (9) months of the beginning of construction, unless a variance with reason is granted by the ACC, so as to present a finished appearance when viewed from any angle. The construction area shall be kept reasonably clean during the construction period.
- J. Entry for inspection.** Any agent, officer or member of the Board or ACC may, at any reasonable predetermined hour upon twenty-four (24) hour's notice during construction or exterior remodeling, enter and inspect the structure to determine if there has been compliance with the provisions of this document and compliance with the ACC approval. The above-recited individuals shall not be deemed guilty of trespass for such entry or inspection.

## **ARTICLE IV: FEES AND ASSESSMENTS**

**Section 4.1. Membership fee:** The membership fee for each resident membership in the Association is set by the Board. Dues or assessments will be due and payable for each resident membership on or before ninety (90) days after having been fixed and levied.

**Section 4.2. Power:** The Board of Directors shall have the power and duty to hear and make decisions regarding non-payment of assessments, violations, and written Complaints filed with the Board, pursuant to these Rules and Regulations. The Board may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Use and Building Restrictions of Columbine Valley ("Declaration"), the Associations' Articles of Incorporation, Bylaws and Rules and Regulations promulgated there under to create a safe and harmonious environment.

These enforcement provisions may be in addition to other specific provisions outlined in the Association's Declaration and Bylaws of Articles of Incorporation ("Documents"). The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire or animal control, as it deems appropriate, and without the need for following the procedures set forth herein.

**Section 4.3. Effect of Non-Payment of Assessments; Remedies of the Association:** Any assessment not paid within ninety (90) days shall become delinquent, and payment of both principal and interest may be enforced as a lien on said real estate in proceedings in any court in Arapahoe County, Colorado, having jurisdiction of suits for the enforcement of such liens or the Association may pursue a personal judgment against the Owner for the Owner's personal obligation through Arapahoe County Court. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof as hereinafter provided. The Association may, at its discretion, file Notice of Lien in the office of the County Clerk and Recorder of Arapahoe County, Colorado, whenever any such assessments are delinquent or pursue a personal obligation judgment. For each Notice of Lien or Personal Obligation Judgment filed, the said Association shall be entitled to collect from the owner or owners of the property described therein a fee to cover the cost of preparing and filing the lien or judgment.

**Section 4.4. Complaint.** Any Owner, Board member or the Association's manager may file a written complaint with the Association's Board of Directors or manager asserting that the Documents have been violated. The Complaint shall state the specific provisions(s) of the Documents alleged to have been violated and as many specifics as are available as to time, date, location and persons involved. If the Board determines that the Complaint is insufficient to provide grounds for holding a hearing, it shall notify the complainant, who shall have seven (7) days to amend the Complaint to render it sufficient. If the complainant does not render the Complaint sufficient within said period of time, the Complaint shall be dismissed without a hearing.

**Section 4.5. Notice of Complaint and Right to Hearing.** Upon receipt of a Complaint, the Association shall send a notice to the person(s) (the "Respondent") alleged to have violated the Documents, by prepaid, first class United State mail addressed to the mailing address of the Respondent appearing on the records of the Association. The notice shall: (1) advise the Respondent of the details of the Complaint, or include a copy of the Complaint; (2) advise of the action that may be taken; (3) advise of the Respondent's right to be heard, either orally or in writing, by the Board or committee appointed by the board, not less than five (5) days before the effective date of the action to be taken; (4) advise that in order to be heard, the Respondent must make a written request for a hearing or make a written response to the Complaint within ten (10) days after the receipt of the notice; (5) advise of the date on which a hearing will be scheduled; and (6) include the following statement:

*"You have the opportunity to be heard, orally or in writing, not less than five (5) days before any action to be taken by the Board of Directors or committee appointed by the Board of Directors. To be heard, you must make a **written** request for a hearing or make a written response to the Complaint. The request or the response must be filed with the Association's manager or secretary not later than ten (10) days after your receipt of this notice. Your request or response must respond to the charges set forth in the Complaint. If you fail to file a request for hearing or a response within the ten (10) day time period, the Board may proceed with or without a hearing, at its discretion, so make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances. The Board may determine that your failure to request a hearing or respond constitutes a no-contest plea to the Complaint, and enforce the provisions of the Document. Any*

*request for hearing or response must be delivered the Columbine Valley Homeowners Board Secretary at 2 Middlefield Road, Columbine Valley, CO 80123."*

The notice shall be sent not less than fifteen (15) days before any scheduled hearing. The notice shall be deemed delivered and effective three days after mailing.

**Section 4.6. Hearing.** Each hearing shall be held at the scheduled time, place and date, unless the Respondent has failed to respond or request a hearing. The Board may grant continuance(s) for good cause. The Board may: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit the Board to reach a just decision. Neither the Complainant nor the Respondent must be in attendance at the hearing, but both are encouraged to attend. Any party may elect not to present evidence at the hearing. Action taken by the Board shall be fair and reasonable taking into consideration all of the relevant facts and circumstances. Each hearing shall be open to attendance by all Members of the Association.

**Section 4.7. Decision.** If a request for hearing is not made, but a written response is filed, the Board shall render its decision based on the information contained in the Complaint and the written response, considering all of the relevant facts and circumstances. If neither a request for hearing nor a written response is made, the Board need not conduct a hearing or make any further findings except that it may determine that the Respondent's failure to request a hearing or respond constitutes a no-contest plea to the Complaint, and impose the sanctions provided for herein or enforce the provisions of the Documents, or both. If a request for hearing is made, after all testimony and other evidence has been presented to the Board at a hearing, the Board shall render its decision(s) taking into consideration all of the relevant facts and circumstances. Except as provided herein, the Board's decision shall have an effective date no sooner than five (5) days after the hearing.

**Section 4.8. Enforcement, Attorney's Fees, and Fines/Sanctions:** The provisions of these Rules and Regulations shall not limit, or be a condition precedent to, the Association's right to enforce the Documents by any means available to the Association, including, but not limited to, commencement of a lawsuit to force compliance or seeking injunctive relief or damages. The Association shall be entitled to reimbursement of all attorney's fees and costs incurred by the Association in connection with any enforcement action, including any proceeding under these Policies and Procedures. Without limiting the Association's remedies under the Documents, the Association may assess fines and suspend membership privileges in accordance with these Policies and Procedures. The Board may revoke or suspend the violator's privileges for a period commensurate with the offenses, except that any suspension of voting rights of a Member shall not exceed 60 days following any violation by such Member unless such violation is a continuing violation, in which case such suspension may continue for so long as such violation continues and for up to 60 days thereafter.

**A. Fines may be levied for violations of the Documents as follows:**

<u>Number of violations in a 12 month period</u>	<u>Fine Amount</u>
First violation	Warning
Second violation	\$ 50.00
Third violation	\$100.00
Fourth violation	\$200.00

A member or guest who accumulates more than four (4) violations within a twelve (12) month period will be deemed to be a habitual offender.

Without limiting the Board's authority to fine or suspend membership privileges in accordance with these Policies and Procedures, habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, shall all be subject to the maximum fine and suspension of membership privileges as determined by the Board, and the Board may impose additional fines or successive fines without providing for additional hearings. Further, in the event of a determination by the Board of a willful, wanton or flagrant disregard for the provisions of the Documents, or based on the severity of the violation, the Board may impose such additional fines as are deemed reasonable by the Board without regard to the schedule set forth above.

**B. Payment.** The record Owner of real estate subject to the Declaration shall have the primary obligation to pay fines imposed for their actions and actions of their tenants, family members, guests and invitees. Fines

imposed pursuant to these Policies and Procedures shall become an Assessment imposed against the record Owner's real estate and enforceable as provided in the Declaration.

- C. **Modification.** The Board reserves the right, from time to time, to amend or repeal these Policies and Procedures, subject to any limitations placed on the Board in the Documents or by law.
- D. **Violations or Offenses that Constitute a Present Danger.** If, in its sole discretion, the Board deems that any violation is or may be an immediate or substantial threat to the health, safety or welfare of the community or an individual, the Board may impose any appropriate sanction as necessary to abate the threat to health, safety or welfare of the community or individual without prior compliance with Sections 4.2 above.

**Section 4.9. Interest:** All assessments, penalties, liens, fines, and other charges shall bear interest, if not paid when due, at the rate of eight percent (8 %) per annum until paid in full. The Board may also collect a reasonable late charge of \$25 for each delinquent payment. The interest shall accrue from the due date.