

**LAKESIDE II TOWNHOUSES**  
**OWNERS' ASSOCIATION**  
**Rules and Regulations**

**Authority:** Pursuant to the authority granted by the Colorado Common Interest Ownership Act, the Bylaws of the Lakeside II Townhouse Association, and by the Declaration of Covenants, Conditions, and Restrictions for the Lakeside II Townhouses ("Declaration"), together with any Amendments, which are in full force and effect as of October 24, 1985, the Board of Directors of Lakeside II hereby enacts the following rules and regulations, and policy for enforcement thereof. These rules and regulations shall replace all existing rules and regulations, including the "Book of Resolutions, as of May 14, 2003.

**Purpose:** It benefits all owners in the Lakeside Townhouse Common Area to establish, and abide by, Rules and Regulations to promote the common good, provide for uninhibited enjoyment, and to ensure a healthy and peaceful Common Area, thus retaining a pleasant and attractive living environment.

***ALL OWNERS AND NON-OWNER OCCUPANTS, GUESTS, RENTERS AND EMPLOYEES  
SHALL COMPLY WITH THESE RULES AND REGULATIONS,  
AS WELL AS THE COVENANTS AND RESTRICTIONS OF THE DECLARATION.***

1. **Access** - Common walkways, driveways, parking areas, entrances and passageways shall not be obstructed or used for any purpose other than ingress and egress. Personal property or pets shall not be left on the Common Area. Reasonable access to a home or Townhouse Lot must be provided to the Association, its managing agent, employees or contractors, for necessary Association maintenance and repair services. Reasonable notice will be given except in cases of emergency. Failure to do so may result in damages and/or fines being assessed against the owner of the home to which access is required, and subsequently impeded or denied.
2. **Assessments** - Annual Assessments ("monthly Dues") are required *by the first day* of every month, with a five day "grace period" allowed before a \$25 late charge is applied, per month late. Any delinquencies remaining by the end of the month (that is those that become at last 30 days delinquent) shall also incur interest at the rate of 18% per annum. Serious delinquencies may also invoke other remedies as the Board of Directors may enforce, as permitted by the Declaration, including, but not limited to, the filing of a lien against the Townhouse Lot and possible legal action. All costs of collection shall be added to the owner's account. Special Assessments shall be subject to the same grace period (following the due date), late fees and interest charges. All payments are deemed paid when a check or cash has been received by the Managing Agent.
3. **Home Improvements** - No owner shall construct any structure or improvement, or make any structural or design change, either temporary or permanent, to the Townhouse Lot or exterior of a home without first obtaining written consent from the Architectural Review Committee or the Board of Directors. All approved improvements, repairs, modifications or alterations shall be consistent with the environs, surrounding development and infrastructure, the aesthetics of the Common Area, compliance with the Summit County government, the Declaration and any other relevant governing documents of the Association. Interior repairs or alterations of the home are permitted without such approval, provided they meet all codes and regulations of the Summit County government. No used or second-hand structure, no building of a temporary character, tent or shack shall be placed or used on the Townhouse Lot or the Common Area; except those necessary for approved construction. No television, radio or other antennas, including satellite dishes greater than 24 inches in diameter, shall be affixed to the exterior of the home. Satellite dish installation must be approved in writing by the Architectural Review Committee or the Board of Directors and must be professionally affixed to the Limited Common Areas only. No exterior blinds, awnings or other window treatments shall be permitted without prior approval.
4. **Landscaping** - No tree shall be cut down, and no owner shall conduct any gardening or planting (with a full growth height of more than four feet), construct fencing, hedges or walls, or make any alteration to the landscaping without first obtaining written consent from the Architectural Review Committee or the Board of Directors and, in some cases, the Summit County government. Any requested improvements must meet all Summit County government regulations and be submitted to the Architectural Review Committee or Board of Directors for approval in sketch and descriptive form. The Committee or Board shall respond in writing within 45 days of the submission.

5. **Maintenance** – Each owner shall be solely responsible for all maintenance and repair of the interior of the home, or the specific limited common elements of his/her Townhouse Lot, including the appurtenant walks, porches, steps, window glass or screens, or any other improvements on the Townhouse Lot (including all fixtures, utilities and equipment located on the Townhouse Lot, and/or provided solely for the use of that owner). No owner shall unreasonably damage the value of other Townhouse Lots by the shoddy upkeep of his/her Townhouse Lot. Each owner shall maintain his/her Townhouse Lot in a clean, safe, attractive, and sightly condition, and in good repair (including appropriate interior window coverings).
6. **Noxious, Offensive Activities or Fire Hazards** – No illegal, noxious or offensive activity shall be conducted, nor shall anything be done or placed upon a Townhouse Lot, or the Common Area, that is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. Lights emitted from a Townhouse Lot shall not be unreasonably bright nor cause unreasonable glare. No sound shall be unreasonably loud or annoying. No firearms, fireworks, explosives, arrows, air rifles, BB guns, or similar devices shall be discharged on any part of the Property. Chimneys or wood burning stoves must be cleaned a minimum of once per year to prevent fire hazard. Quiet hours are to be observed between 10:00 p.m. and 7:00 a.m.
7. **Pets** – No animals, livestock or poultry of any kind shall be raised, bred or kept on any Townhouse Lot or on the Common Area, except that owners may keep up to a total of 2 domestic pets on a Townhouse Lot, provided they are not kept, bred or maintained for any commercial purposes. Exceptions may be granted with written permission of the Board of Directors. Pets must be kept on a leash at all times unless within a private fenced area. Owners of pets are responsible for immediate pick-up, and proper disposal, of waste from their pet. It is prohibited to allow continued barking or other noises from animals, either inside or outside of a home. In addition to such fines as imposed herein, an owner of a pet causing or creating a nuisance, or unreasonable disturbance or noise, shall be given Notice of Hearing from the Board of Directors, which may result in the offending pet(s) being permanently removed from the Property upon 3 days written notice following the Hearing. Any pet found running free and unattended may be held for collection by the Animal Control department of Summit County. The owner shall be responsible for all costs incurred for its release. Other restrictions may apply as to the type and nature of pets permitted.
8. **Residential Use Only** – No home or Townhouse Lot, nor building placed upon the Townhouse Lot, shall be used other than for a single family dwelling. No accessory apartment may be created in any home or on any Townhouse Lot. No Townhouse Lot shall be occupied by more than two people per bedroom.
9. **Responsibility** – The Owner of any property is responsible for the conduct of his or her tenants and guests. Owners will ensure that tenants and guests are aware of and comply with these Rules and Regulations, or any covenants and restrictions of the Declaration. Owners will be responsible for payment of any fines or other charges relating to their tenant and/or guest's failure to comply with the Rules and Regulations or covenants and restrictions of the Declaration.
10. **Signage** - No signs, billboards, poster boards, or advertising structure of any kind (with exclusion of the Association name and management company name), shall be erected or maintained for any purpose whatsoever outside of a home. A real estate sign advertising a home for sale or rent is permitted provided it is no larger than five square feet in size and may only be placed at the entrance to the complex, and/or in the window of the home. In no event shall any signs advertising a home business or occupation be allowed.
11. **Storage** - Owners must keep any appurtenant porch, patio, deck, steps, and walkways in a safe, clean, orderly and sanitary condition. Approved outdoor furniture (limited to one table, no more than four chairs, BBQ grill), plants, and no more than ½ cord firewood, are permitted on any rear deck or patio only. All other personal property, bicycles, tricycles, toys and recreational equipment shall be kept in a fully fenced backyard (or within the interior of the home in the absence of a fully fenced backyard), neat and tidy, and preferably out of sight. Upstairs balconies shall not be used for storage of any kind, however, up to two bicycles maybe hung from the balcony ceiling provided they do not block egress. No cut grass, tree clippings or plant waste, lumber, metal, other building materials, scrap, refuse or trash shall be stored or allowed to accumulate in or on any Townhouse Lot. No clotheslines shall be permitted on any Townhouse Lot.

12. **Trash** – No trash, ashes, other refuse or debris may be thrown or dumped on the Common Area. No hot ashes to be disposed of in the dumpster (allow to cool prior to disposal in an appropriate ash bucket. The burning of any refuse or debris outdoors is prohibited. No outdoor storage of any trash, other than in the Common Area dumpster, which must be kept closed at all times, protected from wildlife intrusion, until the day of collection by a commercial trash disposal company. No trash is to be placed by the dumpster. Boxes must be flattened. No large items to be placed in dumpster, household or otherwise, including but not limited to furniture, mattresses, appliances, carpeting, construction debris. Any trash displaced and dispersed upon the Townhouse Lot or the Common Area by wildlife, pets, wind, or alike, must be promptly picked up by the owner. Improper disposal of items will subject the owner to the special pick-up charge invoiced the Association by the waste management company.
13. **Vehicles and Parking** – Licensed and operable passenger automobiles and pickup trucks shall be parked in designated parking areas, adjacent to the owner's home, only. Items stored in the back of pickup trucks for more than 48 hours must be covered and screened from sight. No parking of commercial vehicles and vehicles over one ton without written Board approval. No trailers, motor homes, campers, recreational vehicles, snowmobiles, or boats shall be parked or stored within the Common Area, unless approved by the Board of Directors. No unlicensed, abandoned or inoperable vehicles of any kind shall be parked or stored within the Common Area. An inoperable vehicle is one that has not been moved for 48 hours. No snowmobiles or other recreational vehicles shall be operated within the Common Area. No parking on roadways or in fire lanes at any time. No vehicle maintenance or repairs are permitted on the Common Area. Vehicles must not be "raced", "gunned", "revved" or excessively idled in a manner that will disturb the peace and quiet of the community. In addition to the fines imposed herein, vehicles in violation shall be given 48 hours notice of the Association's right to tow. All expenses incurred from towing shall be charged to the offending vehicle owner, or to the owner of the Townhouse Lot to which the vehicle owner resides or has visited. The Board of Directors reserves the right to make that determination.

**Enforcement of Rules and Regulations** - The Board of Directors has adopted a schedule of charges for violation of any covenants, restrictions, rules, regulations, Deed Restrictions, Bylaws or the Declaration. All fees, charges, and penalties imposed by the Board and costs, including Attorneys fees, incurred by the Association in enforcing their policies shall be considered assessments enforceable against the Townhouse Lot, home and/or home owner pursuant to the Declaration. Violations shall be dealt with as set forth below:

***First offense:***

Once a violation is observed or reported and verified, a written warning will be sent to the owner informing them of the violation and giving an opportunity to correct the violation within a specified period of time - not more than ten (10) days.

***Second offense, or uncorrected violation:***

A further written notice will be sent informing the owner of the right to request a hearing, and of the intent to immediately impose a fine in the amount of \$50.00. If an owner requests the hearing, the Association will establish a date, time, and location of the hearing and invite the owner to produce any statement, evidence, and/or witness on his/her behalf. However, the Association will be under no obligation to conduct a hearing if the owner does not request one within the specified time frame.

***Third offense, or violation remaining uncorrected:***

If a third similar offense occurs, or the violation remains uncorrected for a further ten (10) days beyond date of the written notice of the "2<sup>nd</sup> offense" fine, another written notice shall be sent immediately imposing a fine of \$100. Within ten (10) days of the date of this, the owner may request an additional hearing, however, the Association is under no obligation to conduct a hearing if the owner does not request one.

***Final notice and legal action:***

If the violation remains uncorrected, or another similar offense committed, a final written notice will be sent immediately imposing an additional fine of \$200. No hearing will be permitted, however, upon the Association's approval the matter will be turned over to the Association's attorney and that owner shall be responsible for all attorney fees, interest, fines and any other fees associated with collection proceedings.

**Exception 1:** in addition to, or in place of, these fines, parking violations shall incur a 48-hour notice of the intent to tow at the owner's expense.

**Exception 2:** delinquent assessments shall be dealt with according to the remedies outlined in paragraph 2 "Assessments" above.

**Exception 3:** in addition to, or in place of, these fines, the Board of Directors, or its assignee, may, following the First Offence Notice, enter the Townhouse Lot or improvement thereon to abate or remove, at the expense on the defaulting owner, any structure, thing or condition that may be in breach of these Rules and Regulations, without being deemed guilty in any manner of trespass or any other civil or legal violation.

**Exception 4:** in addition to, or in place of, these fines, the Association may terminate cable service to the unit. The owner will then be responsible for paying the fines and the reconnection fee to resume their cable service.

**Hearing and fines:** Hearing's may be held "in person" or via telephone, or a combination thereof. Failure of the owner to request a hearing, or appear at the scheduled hearing, will be considered an admission of guilt of the violation and will result in immediate assessment of the fine. Additionally, the Association may invoke other remedies as permitted in these Rules or the Declaration. Any fines shall be added to the next periodic assessment and shall become due and payable accordingly.

**Hearing Committee:** The Board of Directors will act as, or appoint, a Hearing Committee, which will serve until removed by the Board or resignation of a Committee member. Hearing Committee owners must be members of the Association in good standing (all assessments current and not involved in disciplinary action against, or from, the Association). A Committee of up to five (5) members may be appointed, however quorum of three (3) members may conduct the hearing. The Hearing Committee will select a Chairman and Secretary. A majority vote of a quorum of the Committee will be required to make any decisions concerning assessment of fines or other remedial action. When notified by the managing agent or Board of Directors of the need for a hearing, the Chairman will schedule a hearing as soon as possible, but in any event no longer than fifteen (15) days after notification of the need for a hearing. Any person having a right to Notice and Hearing shall have the right to appeal a decision by the Committee. Written notice of the request of appeal must be files within 10 days of being notified of the decision. The Committee shall conduct a further Hearing within 30 days.

IN WITNESS WHEREOF, the undersigned, as President of the Association, certifies these Rules and Regulations were approved and adopted by Executive Board of Directors on May 14, 2003.

(sig): 

(name): Bryan D. Stiefater