

**Lakeside Yacht Club Condominiums**  
**Homeowner's Association**  
**RULES AND REGULATIONS**  
**Revised, September 15, 2020**

**I. EMERGENCY PROCEDURES**

**A. CALL 911**

**B. In Case of Fire:**

- IMMEDIATELY VACATE THE BUILDING.
- CLOSE ALL DOORS BEHIND YOU AS YOU LEAVE, IF IT IS SAFE TO DO SO.
- ALERT OTHERS TO DO THE SAME, IF IT IS SAFE TO DO SO.

- C. In the event of any EMERGENCY that may result in damage to any Common Element, contact the Management Company.
- D. The Lakeside Yacht Club Condominiums are under the jurisdiction of the City of Arvada Police department. The non-emergency number is 720-898-6900.

**II. MAIL AND DELIVERIES**

- A. Please include your residence unit number as part of your official address.
- B. Owners and renters are responsible for returning the key to the postal parcel boxes after picking up packages at the mail kiosk.
- C. Each Owner shall register their mailing address with the Association. All notices or demands intended to be served upon an Owner shall be delivered personally or sent by first class mail, postage prepaid, addressed in the name of the Owner at such registered mailing address. If an Owner of a unit fails to register his mailing address, such Owner's mailing address shall be deemed to be the mailing address of his unit.
- D. The mailing address of the Lakeside Yacht Club Condominiums is the city of Westminster. However, the Lakeside Yacht Club Condominiums are actually located within the city of Arvada. Please note that Xcel Energy uses the city of Arvada instead of Westminster for our addresses; other companies may as well.

**III. HOA DUES & ASSESSMENTS**

- A. Annual Assessment payments (HOA Dues) are due on a monthly basis, on the first day of each month of each calendar year and will be considered delinquent if not paid by the 10<sup>th</sup> of the month. Further Information regarding Assessment due dates, late charges, delinquency, etc. can be found in the Governing Documents, "Collection Policy". The Governing Documents can be found on the current Lakeside Yacht Club website or contact the Managing Agent for more information.

**IV. RENTALS**

**A. Owner Use and Occupancy Regulation:**

"The Association shall have and may exercise the right to control Owner's use and occupancy of their respective units in order to assure Owners eligibility of the Project for any Agency. In this regard, not less than fifty one percent (51%) of the units must be Owner-occupied at all times. Any Owner wishing to lease a unit shall be subject to this percentage occupancy requirement and must first apply for authorization from the Association for any non-Owner occupancy. Allowance of a unit Owner to rent a unit shall be on a first-come, first-serve basis and the Association shall have the authority to permit or deny the use or leasing of any unit within the Project, subject to then-current federal mortgage eligibility requirements." (Condominium Declaration, Article Six, 6.7, page 13)

- B. Any Owner who leases his unit shall, within ten (10) days after execution of such lease, forward a copy of the same to the Association Executive Board or to the Association's Managing Agent.
- C. All renters are subject to Association Rules and Regulations, and the Owner shall be held responsible for any and all infractions of their renters. The Owner is responsible for delivering a copy of the Association's Rules and Regulations to present and future renters.
- D. No Lease shall be for a term of less than thirty (30) days.

#### V. EMPLOYEES OF THE ASSOCIATION

- A. The Association may employ individuals and/or companies on a temporary, part-time, or full-time basis. Verbal or physical harassment of Association employees will not be tolerated. Harassment may include, but is not limited to, physical acts, threats or offensive language including verbal comments based on age, race, color, sex, sexual orientation, handicap, disability, or national origin.

#### VI. USE RESTRICTIONS

- A. **Windows:** Within 30 days of purchase date, the windows must be covered with drapes, curtains, blinds, or other window covering manufactured for such purpose. Blankets, sheets, paper of any kind or other items not specifically made for the purpose of covering windows is strictly prohibited.
- B. **Storm Doors, Screen Doors, and Security Doors** are to be white in color and must be approved in writing from the Association Executive Board. Doors cannot be painted.
- C. **Solicitations and Advertisements:** Any solicitation or advertisement on Common Element area is strictly prohibited unless it is approved by the Association Executive Board and pertains to the functions of the Association. These areas include, but are not limited to, the following:
  - 1. Mailbox stations
  - 2. Garbage enclosures
  - 3. Retaining Walls
  - 4. Electric boxes
  - 5. Fire hydrants
  - 6. Association members' doors, windows, etc.
- D. **Patio/Front Door Entrance/Landing Areas:** These areas are deemed "Limited Common Elements" and are subject to the Rules and Regulations of the Association. They must be kept neat and clean in appearance. No furniture that is not made for outdoor use is allowed. No garbage, trash bags, or unsightly decoration. Live potted plants are allowed. No items are to be hung from the structure.
- E. **Smoking:** No smoking is allowed in any Association "Common Elements" area. ("Common Elements" consist of "General Common Elements" and "Limited Common Elements"). This includes, but is not limited to, all patios, decks, front door entrance and landing areas. Any smoking should occur only inside individual units or away from Association property. (**Colorado's Clean Indoor Air Act: March 27, 2006**), prohibits **smoking** (of any kind) in many places, but not inside a home. Relevant to HOAs, this act applies to **Common Elements** of condominiums and other multiple-unit residential buildings (like attached townhomes or patio homes.)
- F. **Littering:** It is unlawful to litter in the State of Colorado in any public or private place. Any litter/trash of any kind must be deposited in the proper trash receptacle. If an offense of this nature occurs it could result in a fine of up to but not more than \$1,000 by the State of Colorado.
- G. **Insurance:** Insurance for individual units shall be the sole and direct responsibility of the Owner. "Insurance coverage on furnishings, including carpet, draperies, oven, range, refrigerator, wallpaper and other items of personal property belonging to an Owner, and public liability coverage within each Condominium unit and workman's compensation insurance covering work within each Condominium unit shall be the sole and direct responsibility of the Owner(s) thereof." (Declarations, Article Eight, 8.6, page 25)

- H. **Work or Acts in Common Elements:** Any Association Member (or Guest or Tenant) performing acts that could damage Common Element Areas is strictly prohibited; such work includes but is not limited to: painting, staining, engine work of any kind, welding, soldering, sanding, glasswork, etc.
- I. **Holiday Decorations:** (During nationally recognized holidays) All Holiday Decorations, including outdoor lights, displayed in a Limited Common Element area (patios or landings) may only be placed there within (30) days before the holiday and must be removed within fifteen (15) days following the holiday.
- J. **Signs:** Real Estate signs or By Owner "For Sale" or "For Rent" signs no larger than 30x30 are permitted but are limited to two (2) signs in the interior of the unit. No signs of any kind are permitted in any Common Elements area (which include but are not limited to the exterior of any building or structure or any Common Elements area such as the grass or stone area.)

## VII. CERTAIN WORK PROHIBITED

- A. Structural alterations shall not be made by an Owner to the exterior portions of his unit or to any building, nor shall an Owner make any changes to the water, gas or steam pipes, electric conduits, plumbing or other fixtures, nor shall an Owner remove any additions, improvements or fixtures from any building, without in any such case having first obtained the prior written approval of the Association Executive Board (which approval may be withheld for any reason). No Owner may change the appearance of any of the Common Elements, including any Limited Common Elements appurtenant to such Owner's unit, which are visible from the exterior of any building or such unit without the Association's approval. This includes adding satellite dishes\*, lights, etc. If such alteration is made without prior approval in writing by the Association, the structure will be removed at the owner's expense. (\*Exception and rules can be found in this document under ANTENNAS & SATELLITE DISHES section VIII.)

## VIII. ANTENNAS & SATELLITE DISHES

### A. Description:

- 1. Antenna/satellite dishes must be signal receiving antennas only; transmission antennas/satellite dishes are prohibited.
- 2. Antenna/satellite dishes that are not designated to receive television signals are prohibited.
- 3. Antenna/satellite dishes larger than one meter are prohibited.

### B. Permission:

Permission is required for any antenna and/or satellite dish installation in or on any Common Element of the Project, **with the following exception:** According to the FCC OTARD (Over-the-Air-Reception-Devices) rule, Associations cannot prohibit or unreasonably delay the installation, maintenance, or use of qualified satellite dishes, one meter or less in diameter, on property owned by or under the *exclusive* use of an Owner.

- 1. Owners wishing to install a qualified antenna or satellite dish within their specific property or a Limited Common Element that is under the owner's *exclusive use* (such as a porch or deck area), do not require Association permission; however, they must notify the Association *prior* to installation.

- a. For such installations, the antenna shall not encroach outside the *exclusive use area* onto Common Element property.
- b. *Exclusive use areas* do not include exterior walls.
- c. The Association may state preferences for antenna/satellite dish installation placement location.

- 2. Owners requesting installation of a qualified antenna and/or satellite dish (who do not qualify for the exception under the FCC OTARD rule) in a Common Element area, must request permission from the Association first.

Permission must be requested in writing to the Executive Board, using the following information:

- Owner name and unit number
- Reason for request, i.e. purpose of use



- Intended date of installation
- Type of dish/antenna to be installed
- Size of dish/antenna to be installed
- Name of the company or qualified professional performing the installation
- Desired location for the antenna/satellite dish install
- Expected date of removal, if any.

3. Immediately following the approved installation, Owner must submit the satellite serial number, along with a photo of their antenna/satellite dish placement, to the Association Executive Board.

**C. Installation:**

1. All Installations shall be performed by a qualified company and/or qualified professional individual, insured, or bondable.
2. All installations must be adequately grounded.
3. All installation wiring shall be installed in such a manner as to be minimally visible and in the most concealed location possible.
4. All installations must comply with all applicable codes.
5. Antenna/satellite dish must not create a potential hazard to any of the Common Element areas or neighbor's unit.
6. All installations shall be adequately secured so as not to pose a potential hazard to any person or structure.

**D. Responsibility, Maintenance & Repair:**

1. Owner of any antenna/satellite dish shall be responsible for any damage that occurs to the Common Element or Limited Common Element, as a result of the installation and/or placement of the antennal/satellite dish.
2. Owner of any antenna/satellite dish shall be responsible for any and all real personal property, or for any injury resulting from the installation and/or placement and/or its use, including but not limited to:
  - a. Damage to any real or personal property caused by, related to, or arising from the installation due to placement, dislodgement, use, or maintenance of any antenna/satellite dish.
  - b. Injury to any person resulting from the installation, placement, dislodgement, or use of the antennal/satellite dish.
3. Maintenance and Repair of the antennas/satellite dishes are absolutely the responsibility of the Owner and should be properly maintained so as not to pose a potential safety hazard to any person or structure.
4. Maintenance and repair needs may be determined by the Association. In the event an antenna requires attention, the unit Owner shall be notified in writing by the Association Executive Board that they must resolve the problem within a time frame determined by the Executive Board.
5. If Association maintenance requires removal of the antenna/satellite dish, the Owner shall receive a 10-day notice, except in case of emergency where the Association may remove the antenna/satellite dish immediately. If the antenna/satellite dish is not removed in the required time, the Association may remove it at the Owner's expense without any liability to the Association or responsibility for reinstallation.

**E. Removal:**

1. The Owner is responsible for the removal of the installed antenna/satellite dish once it is no longer in service.
2. The Association may assess fines should an antenna/satellite dish that is not active remains in or on Common Element areas and may charge any removal fees incurred back to the antennal/satellite dish Owner.
3. Removal of an antenna from the property for which the Association has maintenance responsibility, the Owner shall be responsible for the prompt restoration of the property to its original condition and shall coordinate the restoration with the Association Executive Board to assure the quality of the restoration.

## IX. PARKING & VEHICLE RULES

- A. **No trailer, camper, mobile home, commercial vehicle, truck (other than a standard size pickup truck or van), boat, or similar equipment shall be permitted to remain upon any area within the Project (Association Property),** including without limitation any parking area, other than temporarily (which is defined as a period of less than two calendar days and less than four total days in any calendar month). Commercial vehicles shall not include sedans, standard size pickup trucks or vans, which are used for both business and personal use. All vehicles are to be parked in designated parking areas only. No vehicle may be parked or stored in any parking space which does not fit within the boundaries of such parking space. No vehicles may be operated on the premises which are unreasonably noisy, or which emit an unreasonable amount of smoke or other emissions. No off-road unlicensed motor vehicles may be operated upon Association property. No maintenance, repair, rebuilding, dismantling, painting, or servicing of any kind of motor vehicle shall take place anywhere within the Association property (with the exception of within an Owner's private garage), including without limitation within any parking areas. This restriction shall not be deemed to prohibit the washing or polishing of vehicles. In addition to any other remedies it may have for any such violation, the Association shall be entitled to tow or cause to be towed, at the vehicle owner's expense, and/or may impound or cause to be impounded, at the vehicle owner's expense, any automobile or other vehicle that is operated, parked or stored in violation of the restrictions set forth in the Condominium Declaration or any applicable Rule. The Association shall have the right to have the vehicle removed without liability to the Association and any cost and/or expense incurred in connection with any such activity shall be assessed against the vehicle owner and/or the unit Owner that is using the vehicle.
- B. **Abandoned and inoperable vehicles** including, but not limited to, flat tires, expired plates, or any vehicle which has not been driven under its own propulsion for a period of two (2) weeks or longer\*, will be towed at the vehicle owner's expense 72 hours after written notice has been served upon the owner or posted on the vehicle. The Association shall have the right to have the vehicle removed without liability to the Association and any cost and/or expense incurred in connection with any such activity shall be charged against the vehicle owner and/or the unit Owner that is using the vehicle. \*Any *operable vehicle* not driven for 2 weeks or longer for reasons such as, but not limited to: minimal use, away on vacation, or ill; the unit Owner using said vehicle should notify the Association Executive Board to receive permission and to avoid towing.
- C. **Vehicles are NOT permitted on Common Elements** including lawns, landscaped areas, or sidewalks for any reason. Expenses for damage to the Common Elements will be charged to the unit Owner who owns or is using the vehicle, following notice and a hearing before the Association Executive Board. Fines may be assessed at the discretion of the Association Executive Board.
- D. **Vehicles that leak oil** onto the asphalt or concrete must be repaired immediately. Expenses incurred by the Association in remedying damage caused to the asphalt or concrete by oil or other vehicle fluids shall be charged back to the owner who owns or uses the vehicle, following notice and a hearing before the Association Executive Board. A fine may be assessed at the discretion of the Association Executive Board.
- E. **Parallel parking is prohibited.** Parking in front of a sidewalk, building entrance, fire hydrant, garbage enclosure, fire lane or behind another vehicle is prohibited at all times. Violators will be towed at the vehicle owner's expense and may also be subject to fines assessed by the City. The Association shall have the right to have the vehicle removed without liability to the Association and any cost and/or expense incurred in connection with any such activity shall be charged against the vehicle owner and/or the unit Owner that is using the vehicle.
- F. **Motorcycles** are required to have a block of wood or piece of metal (4" x 4") placed under the kickstand to prevent damage to the asphalt.
- G. **Moving Storage Units/Pods:** Any Owner must notify the Executive Board of the intended arrival of a moving storage pod that will be parked in Association parking areas. Notification should include unit number, the date of arrival of the storage pod, the intended departure date and company name. The storage pod will be allowed for a maximum of 4 days. Should the unit/pod exceed 4 days in the parking area, the Owner may be subject to fines by the Association. In addition, the Association shall be entitled to tow or cause to be towed, the storage pod, and/or may impound or cause to be impounded, at the unit Owner's expense, any storage pod that is parked or stored in violation of these restrictions. The Association shall have the right to have the storage pod removed without liability

to the Association and any cost and/or expense incurred in connection with any such activity shall be assessed against the unit owner.

#### **X. RESTRICTIVE COVENANTS AND OBLIGATIONS**

- A. NO annoying lights or loud noises are allowed at any time
- B. NO hazardous, improper, or unlawful activities may be conducted on the property.
- C. NO loud, obnoxious, or disorderly behavior shall be permitted on the property at any time.
- D. NO fireworks (e.g.: sparklers, rockets, bottle rockets, etc.) will be allowed on the 4<sup>th</sup> of July or any other time throughout the year. Any persons violating the law will be fined and the police will be notified.

#### **XI. OCCUPANCY**

- A. Number of residents residing in each unit must not exceed the number of permitted by the City, County, and/or State.

#### **XII. RESTRICTIONS ON ANIMALS**

- A. Except as otherwise provided in this paragraph, no animals, livestock, or reptiles shall be kept on any part of the Project. Domesticated pets allowed in a unit are limited to dogs, cats, birds, and fish (with a limit of two (2) per unit) and are subject to all governmental animal ordinances and laws. For full information of City of Arvada animal ordinances see: [https://library.municode.com/co/arvada/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH14AN](https://library.municode.com/co/arvada/codes/code_of_ordinances?nodeId=PTIICOOR_CH14AN)
  - 1. The City has a leash law and immunization requirements for domestic pets which are applicable to all pets residing in Lakeside Yacht Club.
  - 2. Pets must be on a leash at all times.
  - 3. The Association Executive Board may prohibit keeping within a unit certain pets and impose conditions and restrictions upon keeping such pets, based upon a specific determination that such pet or that more than two of a particular type of pet may constitute a safety concern or nuisance to other owners.
  - 4. Pet owners are responsible for picking up their animal's waste as it occurs.
  - 5. Repeated pet urination ruins the grass lawns of the Project, which are costly and timely to replace. Please curb your pet as often as possible. We all want to keep our lawns and landscaping in healthy condition. Please be mindful and use other areas whenever possible.
  - 6. Under no circumstances may your pet be chained and/or tethered anywhere on the property, including buildings, stakes, fences, trees, or any other improvement or landscaping within Common Elements or Limited Common Elements. Any such animal found tethered and/or chained may be removed by the Association or its agents and/or subject to a fine.
  - 7. Pets may not be left alone or unattended on patios or balconies at any time.
  - 8. Doghouses, runs, pens or enclosures of any kind are prohibited on any patio, balcony, garage, or on any Common Element areas (which include Limited Common Element areas).
  - 9. Expenses and costs incurred by the Association as a result of damage caused to Common Elements by any pet shall be reimbursed to the Association by the unit Owner responsible for the pet being present on the Association grounds.

#### **XIII. LAKE USAGE**

- A. All Owners of Lakeside Yacht Club have a right to use the lake as long as they adhere to the governing guidelines of the Hidden Lake Ski Club. Improper use of the lake or failure to comply with the guidelines of the Ski Club may result in privileges being revoked. Please contact our management company for a copy of the Hidden Lake Rules and Regulations or a permit application.

#### **XIV. ENFORCEMENT OF RULES AND REGULATIONS.**

- A. Each Owner/renter shall comply and cause each guest to comply strictly with the Provisions of the Declarations, Articles of Incorporation and the Bylaws of the Association, and the decisions, resolutions, Rules and Regulations of the Association adopted pursuant thereto as the same may be lawfully made and amended and/or modified from time to time.
- B. It is the responsibility of the Association Executive Board and the Managing Agent to enforce the Rules and Regulations of the Association. These Rules and Regulations may be adopted, amended, and repealed from time to time by the Association Executive Board.
- C. Any dispute as to the interpretation of these Rules and Regulations or as to their application in any given case shall be submitted to the Association Executive Board, and their decision shall be final.
- D. The Managing Agent shall have the authority to make interim decisions on matters not expressly covered by the Rules and Regulations. Such interim decisions shall be binding unless altered by the Association Executive Board.
- E. The Rules and Regulations shall be furnished to all owners prior to the Rules and Regulations taking effects, and each owner is responsible for providing a copy to each renter (present or future). Copies of these Rules and Regulations may also be obtained from the Managing Agent upon request, for a fee.
- F. Fines or infractions of these Rules and Regulations may be assessed against the Owner after a scheduled hearing before the Association Executive Board. Renters may only attend scheduled hearings or Association Board Meetings with their unit Owner or an authorized agent responsible for management of the unit when warnings or fines are being assessed.
- G. All complaints pertaining to an infraction of these Rules and Regulations shall be brought to the attention of the Association's Executive Board and shall be made in writing directed to the Executive Board and mailed to the Managing Agent. The complaint should contain the following information:
  - 1. The address with unit number, as well as a description of the violator, e.g. Owner, renter, guest, etc.
  - 2. Identification of the Rule believed to be violated.
  - 3. Date, time and place of violation.
  - 4. Property damage caused by violation, if any.
  - 5. Name, address, telephone number and relationship to the Association of the person making the complaint.

#### **XV. FINE SCHEDULE AND PROCESS**

- A. The Association, through its Executive Board, may impose a fine(s), which process is defined in the Governing Documents, "Covenant and Rule Enforcement", on any unit Owner/resident for violation of and/or failure to comply with the Association Rules and Regulations. The Governing Documents can be found on the current Lakeside Yacht Club website or contact the Managing Agent for more information.

#### **XVI. AUTHORITY**

- A. These Rules and Regulations have been adopted and approved by the Executive Board of the Lakeside Yacht Club Association, Inc. to assist with the administration, operation and protection of Lakeside Yacht Club Association, of the Declaration of Covenants (the "Declarations") as recorded with the Clerk and Recorder of the County of Adams, the Bylaws, the Articles of Incorporation ("Articles") and applicable Colorado Law. The authority of the Executive Board to adopt such Rules and Regulations is derived from the Bylaws, the Declarations, the Colorado Condominium Ownership Act, Colorado Revised Statutes §§38-33.3-101 et seq., and the mandatory provisions of the Colorado Common Interest Ownership Act, Colorado Revised Statutes §§38-33.3-101 et seq.

#### **XVII. ASSOCIATION MANAGEMENT**

- A. The Lakeside Yacht Club Homeowners Association Executive Board has appointed an agent for the Association, to work with the Executive Board in handling day to day enforcement of these Rules and Regulations, the Declaration,



the Bylaws, the Articles, the Colorado Condominium Ownership Act, the mandatory provisions of the Colorado Common Interest Ownership Act, and to facilitate compliance with Arvada City Code. The Managing Agent shall have the authority to make interim decisions on matters not expressly covered by these Rules and Regulations. Such interim decisions shall be binding unless altered by the Executive Board.

#### **XVIII. MISCELLANEOUS**

- A. Failure by the Association Executive Board, the Managing Agent, 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 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 herein 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 to the sections are inserted herein only as a matter of convenience and for 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 the intent of any provisions hereof.
- E. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Association Executive Board reserves the right, at any time and from time to time hereafter, to modify, amend, repeal, and or/re-enact these Rules and equations in accordance with the Declarations, Bylaws, Articles, and applicable law.

**Adopted by the Lakeside Yacht Club Homeowners Association Executive Board**

*Nana Counts, Managing Agent*  
Executive Board President

*9/15/2020*  
Dated

*On behalf of:*  
*Molly Eldridge*