

**Lakeside Yacht Club
Home Owners Association
Rules & Regulations
SEPTEMBER 2006**

I. EMERGENCY PROCEDURES

- A. Call 911
- B. In Case of Fire: Immediately vacate the building. CLOSE ALL DOORS behind you as you leave. Alert others to do the same.
- C. In the event of any EMERGENCY that may result in damage to any common element, call the Management Company.

II. MAIL AND DELIVERIES

- A. Please include your residence unit number as part of your official address.
- B. Owners are responsible for returning the key to the parcel boxes after picking up the package.

III. HOA DUES/ASSESSMENTS

- A. Monthly assessments are due on the first day of each calendar month. and will be considered delinquent if not paid by the 10th of the month. If any Assessment, fine or penalty remains unpaid at the end of the month, the Association may assess a late charge in the amount of \$25.00.
- B. Checks should be made payable to: **Lakeside Yacht Club** and mailed to:

LAKESIDE YACHT CLUB
C/O REL MANAGEMENT, INC.
P.O. BOX 2251
ENGLEWOOD CO 80150

C. LIEN FOR NON-PAYMENT OF HOA DUES/ASSESSMENTS

All due and unpaid Assessments chargeable to any Owner, including special and reimbursement assessments, all fines, late charges, penalties or interest assessed but unpaid in accordance with the Declarations, and all costs and expenses, including reasonable attorney's fees, incurred in collecting such amounts, shall constitute a lien on such Owner's Unit with the priority granted to a condominium assessment lien pursuant to C.C.I.O.A. and other applicable provisions of Colorado law.

IV. OWNER REQUIREMENTS

- A. Each Owner shall register his 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.

V. RENTALS

- A. According to the Lakeside Yacht Club Bi-Laws: "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 of eligibility. 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 of leasing of any unit, subject to then-current federal mortgage eligibility requirements."
- 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 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 its' 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 six (6) months.

VI. EMPLOYEES OF ASSOCIATION

The Association may employ a number of individuals on a temporary, part-time or full-time basis. Verbal or physical harassment of Association employees will not be tolerated. Harassment includes, 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.

VII. USE RESTRICTIONS- Maintaining Appearance and Uniformity

- A. **Windows** - Within 30 days of purchase date, the windows must be covered with drapes, curtains, blinds or other window coverings 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-Security Doors** are to be **white** in color and must be approved in writing from the Association Board of Directors. Doors cannot be painted.
- C. **Solicitations and Advertisements**
Any solicitation or advertisement on Common areas is strictly prohibited unless it is approved by the 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. Electrical Boxes
 - 5. Fire Hydrants
 - 6. Association Members' doors, windows, etc.
- D. **The patio front door entrance** is deemed a limited common area and must be kept neat/clean in appearance. The area is subject to the Rules and Regulations of the Association. No furniture that is not made for outdoor use is allowed. No trash bags, ashtrays, cigarette butts or unsightly decoration. Live potted plants are allowed. No items are to be hung from the structure.
- E. **Smoking** - The patio area outside your front door is considered a "commonly shared" space between your unit & the adjacent unit. Therefore, smoking in this space is discouraged. Smoking in this area also presents a fire danger. Please smoke indoors or away from the buildings.
- F. **Littering** - It is unlawful to dump, dispose or deposit pop/beer cans, paper, bottles, cigarette butts on any street or public place. The above must be deposited in the proper trash receptacle. If littering occurs, the offense is punishable by jail, or a fine of up to, but not more than \$999.00 by the State of Colorado.

- G. **Insurance** – Insurance shall be the sole and direct responsibility of the owner. Insurance coverage on furnishings, including carpet, draperies, oven, range, refrigerator, washer/dryer, wallpaper and other items of personal property belonging to the owner and public liability coverage within each condominium unit and workman's compensation insurance is the responsibility of the owner.
- H. Any Association Member (or Guest/Tenant) performing that could damage common 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** - (Nationally Recognized Holidays) All Holiday Decorations, including, outdoor lights, displayed in or on a patio or in the limited common elements may only be placed within thirty (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 on the exterior of any building or structure or on any common area such as the grass or stone area.

VIII. CERTAIN WORK PROHIBITED

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 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.

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, 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 vehicle shall not include sedans, standard size pickup trucks or vans, which are used for both business and personal use. 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 unreasonable noisy or which emit an unreasonable amount of smoke or other emissions. No off-road unlicensed motor vehicles may be operated upon the Association. No maintenance, repair, rebuilding, dismantling, painting or servicing of any kind of motor vehicle shall take place anywhere within the Association, 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, and/or may impound or cause to be impounded, any automobile or other vehicle that is operated, parked or stored in violation of the restrictions set forth in the Declaration or any applicable Rule. The cost and expenses incurred in connection with any such activity shall be assessed against the applicable Owner as a Reimbursement Assessment.

- B. Abandoned and inoperable vehicles including, but not limited to, flat tires, expired plates, or any vehicles which has not been driven under it's own propulsion for a period of one (1) week 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 the expense shall be charged against the vehicle owner.
- 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 Board. Fines may be assessed at the discretion of the Board of Directors.
- 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 Board of Directors. A fine may be assessed at the Board's discretion.
- E. Vehicles may not be parked "backed in" in any parking space.
- F. 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.
- G. 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.

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 4th of July or any other time throughout the year. Any persons violating the law will be fined & the police will be notified.

XI. OCCUPANCY

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

XII. RESTRICTIONS ON ANIMALS

Except as otherwise provided in this paragraph, no animals, livestock, or reptiles shall be kept on any part of the Project. Domesticated dogs, cats, birds or fish may be kept in a Unit, (with a limit of two (2) household pets per unit) and are subject to all governmental animal ordinances and laws.

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 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. Pets should be taken off the premises to the adjoining fields. Note: the portions of

- the lawn along the street and fences surrounding the complex are part of the grounds and waste must be picked up when it occurs in those areas as well.
5. Under no circumstances may your pet be chained and/or tethered anywhere on the property, including common elements or limited common elements. Any such animal found tied and/or chained may be removed by the Association or its agents and/or subject to a fine.
 6. Doghouses, dog runs, pens and enclosures of any kind placed in the garage or unit area are not allowed.
 7. 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 owner of the unit responsible for the pet being present on Association grounds.

XIII. LAKE USAGE

A. All owners of Lakeside Yacht Club have the 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 rules and guidelines of the Ski club may result in privileges being revoked. Please contact REL Management, Inc. for a copy of the Lake Rules and Regulations or a permit application.

XIV. ENFORCEMENT OF RULES AND REGULATIONS

1. 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.
2. It is the responsibility of the Association 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 Board of Managers of the Association
3. 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 Board of Managers, and their decision shall be final.
4. 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 Board.
5. The Rules and Regulations shall be furnished to all owners prior to the Rules and Regulations taking effect, and each owner is responsible for providing a copy to each Renter (present and future). Copies of these Rules and Regulations may also be obtained from the Managing Agent upon request, for a fee. Fines or infractions of these Rules and Regulations may be assessed against the Owner after a scheduled hearing before the Board of Managers. Renters may only attend scheduled hearings or Association Board Meetings with their Owner or an authorized agent responsible for management of the unit when warnings or fines are being assessed.
6. All complaints pertaining to an infraction of these Rules and Regulations shall be brought to the attention of the Board of Managers and shall be made in writing directed to the Association Board and mailed to the Managing Agent, addressed as follows:

C/O REL Management, Inc.
2600 S. Parker Rd. #4-145
Aurora, CO 80014

The complaint should contain the following information:

1. The address, including unit number, and description of the violator, e.g. owner, renter, child, guest, etc.
2. Identification of the Rule believed to be violated.
3. Date, time, and place of violation.
4. Property damage caused by the violation, if any.
5. Name, address, telephone number and relationship to the Association of the person making complaint.

XV. FINE SCHEDULE

The following is the fine schedule that shall apply to violations of the above Rules and Regulations, as determined by the Association Board, and except as otherwise indicated in the Rules and Regulations. Note: Additional costs shall be incurred above and beyond fine schedule for damages caused by violation to common areas.

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| 1 st | Occurrence - Written Warning |
| 2 nd | Occurrence - \$50.00. |
| 3 rd | Occurrence - \$75.00 |
| 4 th | And subsequent occurrences, assessment of reasonable fine at the discretion of the Association Board. |

Service of all notices required or permitted to be given may be delivered in person or sent by mail, postage prepaid, addressed in the name of the unit Owner to the address on file with the Association or Managing Agent. Fines are only assessed after a scheduled hearing before the Board of Managers. Failure to attend a scheduled meeting may result in a fine being assessed or injunctive relief being sought in a court of law.

Records of violations shall be maintained on an annual basis from the date the first warning letter is issued. Violations occurring during the year which begins with the first warning letter will be assessed according to the Fine Schedule contained in the Rules and Regulations. Upon expiration of one year from the first violation-warning letter, the Fine Schedule will start over and subsequent violations will be recorded and assessed according to the Fine Schedule, again beginning with the first warning letter. The Association Board, in its discretion, may also seek injunctive relief in a court of law in order to cease an on-going violation.

XVI. AUTHORITY

These Rules and Regulations have been adopted and approved by the Board of Managers, the Board or "Association Board" of Lakeside Yacht Club, Inc. (the "Association") to assist with the administration operation and protection of Lakeside Yacht Club of the Declaration of Covenants as recorded with the Clerk and Recorder of the County of Adams, Colorado (the "Declarations"), the Bylaws, the Articles of Incorporation ("Articles") and applicable Colorado law. The authority of the Board to adopt such Rules and Regulations is derived from the Bylaws, the Declarations, the Colorado Condominium Ownership Act, Colorado Revised Statutes §§38-33-101 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

The Board of Managers of Lakeside Yacht Club has appointed an agent for the Association the "Managing Agent" or ("REL Management") to work with the Association Board in handling day-to-day enforcement of these Rules and Regulations, the Declarations, the Bylaws, the Articles, Colorado Condominium Ownership Act, the mandatory provisions of the Colorado Common interest Ownership Act, and to facilitate compliance with the City code. The Managing Agent shall have the authority to make interim decisions on matters not expressly covered by these Rules & Regulations. Such interim decisions shall be binding unless altered by the Association Board.

XVIII. MISCELLANEOUS

1. Failure by the Association 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.
2. 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 provisions shall remain in full force and effect.
3. 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.
4. 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 provision hereof.
5. Notwithstanding anything to the contrary contained in these Rules and Regulations, The Association 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 BOARD OF DIRECTORS

_____ President

Dated _____