

RULES AND REGULATIONS

FOR

BRENTWOOD ESTATES TOWNHOMES ASSOCIATION, INC.

Revised May, 2019

Pursuant to Section 8.15 of the Declaration of Covenants, Conditions and Restrictions for Brentwood Estates Townhomes, Planned Development, Lakewood, Colorado, the Board of Directors hereby adopts these Rules and Regulations as of May 2019.

Brentwood Estates Townhomes Association, Inc. shall be referred to as “Association”; the Board of Directors shall be referred to as “Board”; Townhomes/Grounds shall be referred to as “Units” or “Property”; the “Common Areas” shall refer primarily to driveways (including aprons of garages) or the vacant tract of land referred to as Tract A and B, and “Assessment” shall mean and refer to any dues/assessments/fines levied, charged or assessed against an owner/tenant.

OUR DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, BY-LAWS, AND ARTICLES OF INCORPORATION

The Association and owners/tenants/guests are governed respectively, by these documents. Homeowners should have received a copy of the Covenants from their Title Company or Real Estate Agent upon the purchase of their property. These Rules and Regulations contain many of the Covenants, Conditions and Restrictions, and through they are not all inclusive, the owner/tenant is not released from the responsibility of knowing and abiding by these other governing documents. These documents, as well as the Minutes, Budgets and other Association related documents are kept on file at the Management Company’s office and are available for your inspection upon reasonable notice during normal business hours.

RULES AND REGULATIONS

Per the Declaration of Covenants the Board may adopt reasonable rules as it deems proper and necessary, provided such rules are not in conflict with the Declarations or By-laws of the Association. A-copy of the rules as they are adopted, amended, or repealed shall be mailed or otherwise delivered to each owner; upon such mailing or delivery, such rules shall have the same full force and effect as are enforceable.

In the event there is a conflict between any of these rules/covenants and any city, state or federal law, the appropriate governmental ordinance shall take precedence.

These Rules and Regulations, the Declarations of Covenants, the Articles of Incorporation, and the By-laws shall be enforced by the Board of Directors through the Management Company, and penalties and fines for infractions may be levied in accordance therein.

OWNERS AND TENANTS ARE DEEMED RESPONSIBLE FOR VIOLATIONS COMMITTED BY THEIR CHILDREN AND/OR VISITORS.

VIOLATIONS:

REPORTING VIOLATIONS: A written signed complaint detailing the violation must be filed with the management company before action shall be taken.

HANDLING OF VIOLATIONS:

1. Written notice of the complaint shall be sent to the violating owner/tenant detailing the complaint and requesting compliance at the earliest opportunity. Copies of written notices to tenants will be forwarded to the owner.
2. After notification of the complaint has been sent, the owner/tenant shall have ten (10) days from the date of the letter to notify the management company in which to contest the complaint/fine.
3. Owners/tenants wishing to contest a fine may do so at the next scheduled meeting of the Board of Directors. Should an owner/tenant wish to schedule a hearing, he/she must notify the Management Company of this intention to do so. All hearings must be scheduled into the agenda. Owners/tenants failing to notify the management company cannot be heard. If a person schedules a hearing, the complainant must be present at the hearing.
4. Tenants shall be liable for their own fines and for fines assessed against their guests or family members. If the fine assessed to the tenant remains unpaid after thirty (30) days, the Association shall assess the fine against the owner of the unit in which the tenant resides. The Association shall give the owner written notice of the assessment of the tenant's fine against the owner. The owner shall have ten (10) days from the date of notice in which to pay or appeal the fine against the tenant.

MAXIMUM FINES AND PENALTIES FOR VIOLATION OF THE RULES AND REGULATIONS:

1. First Offense: A written notice to the owner/tenant describing the violation and suggested future procedures for compliance – in the same 12-month period
2. Second Offense: A \$25.00 fine – in the same 12-month period
3. Third Offense: A \$50.00 fine – in the same 12-month period

4. Fourth Offense: A \$100.00 fine – in the same 12-month period – and in the case of pets, mandatory removal from the complex. Additionally, all city, state and federal remedies shall be used.
5. Fifth and subsequent offenses – a written citation with a copy given or sent to the offender and \$100.00 fine assessed against the offender for each offense. **Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed.** For example, if a resident violates a “pet” rule for his first violation, and then violates a “parking” rule for his second violation, the \$25.00 fine would be imposed upon the occurrence of the second violation. It is not necessary for a resident to violate a specific rule, such as the “parking” rule twice before a \$25.00 fine is levied. Similarly, a \$50.00 fine will be assessed for a third violation of the rules and a \$100.00 fine will be assessed for a fourth and subsequent violation of the rules.

Additionally, any expense the Association may incur to correct a violation or to bring a Unit/Property into compliance will be charged/billed to the owner/tenant.

These fines, penalties or charges shall be due and payable with the next monthly Association dues installment. If payment of a fine is not received at that time, a late charge of \$10.00 shall be added. Late charges will be levied on the fifteenth day of the month when the fine and assessment is due, and for each month thereafter until the fine is paid. Standard collection procedures apply. In extenuating circumstances, a payment schedule may be negotiated with the Board of Directors.

ASSOCIATION EASEMENTS

The Association or its designees shall have an easement over and across each lot as may be necessary or appropriate to perform the duties and functions which the Association is obligated or permitted to perform under the Declaration/Rules and Regulations, including for maintenance, repairs and for the taking of action to prevent or cure any violation of the provisions of the Declarations/Rules and Regulations.

MONTHLY ASSESSMENTS (Maintenance Fees) *

Currently Maintenance Fees paid each month by the homeowners cover the cost of the following:

1. Maintenance/repairs of building exterior **surfaces** (cedar, stucco, roofs, gutters, and paint/stain, etc.)
2. Maintenance/repairs of steps, joint driveway areas, patios, etc. (exteriors that were a portion of the original structure)
3. Trash pick-up
4. Snow Removal
5. Mail Boxes (not keys/locks)
6. Master Insurance Policy
7. Newsletters or Mail-outs

8. Misc. office supplies/expenses
9. Management company fees
10. Professional fees (lawyers, accountants/tax filing, etc.)
11. Reserves for future repairs/replacements (roofs, stucco, painting, concrete, etc.)
12. Maintenance/upkeep of the vacant land known as Tract A and Tract B

All monthly fees are due and payable on the first day of each month. Any balance not paid within 15 days will be subject to a late charge. If the account remains delinquent, the owner will be notified in writing of the Association's intent to lien the property. If no response is forthcoming within ten (10) days, a lien will be filed, and any further legal action deemed necessary will be taken. Any filing or legal cost, including attorney's fees incurred will be added to the unit owner's assessments. A unit/owner that is delinquent in assessments(s) will have its voting rights suspended.

INSURANCE

The Association maintains a Master Insurance Policy which includes coverage for damage to the structure of the units and liability for bodily injury and property damage relating to incidents that might occur on common property or to a building. Following is an explanation of some of the insurance items:

1. PROPERTY DAMAGE: Damage to a building **structure** as a result of natural force or fire would be covered by insurance. EVERYDAY WEAR AND TEAR IS NOT COVERED. (Items that are owned by residents are not covered even if the damage results from fire and/or natural forces.) The insurance company will cover items inside the unit that would have been installed at the time the units were built. (This would include cabinets, carpeting, trim, etc.) Items added after the units were built must be covered under the owner's personal insurance package.
2. PERSONAL PROPERTY DAMAGE: The Association's policy does not cover personal property of the residents. Therefore, it is highly recommended that you obtain individual coverage to compensate you or your residence in the case of a major loss. **(Remember, items added after a unit was built, and even such things as fences, sheds, and some decks, may be considered personal property that you would need to cover under your own policy).** Personal property coverage and Renter's policies can be obtained through most major insurance carriers for a nominal fee.
3. DEDUCTIBLE: The Association's insurance policy has a deductible of \$1,000.00. If an owner, his family, or guests have a claim, the deductible shall be paid by the owner unless approved by the Board of Directors for the Association to pay the deductible. (If an increase in the premium is caused by an owner's negligence, he/she will be responsible for that increase).

4. **CLAIMS:** All claims must be approved by the Board of Directors. If you wish to make a claim on the insurance policy, or to report damage you must contact the Management Company. They will advise you of the steps which must be taken. Do not have items repaired before first contacting the Management Company or the claim may be denied.

NOTHING SHALL BE DONE OR KEPT ON A PROPERTY WHICH WOULD RESULT IN THE CANCELLATION OF ANY INSURANCE MAINTAINED BY THE ASSOCIATION OR ANY OTHER OWNER.

MAINTENANCE (General)

While the Board/Management Company will conduct a periodic walk through of the Property to look for items that need attention/repairs, it shall be the duty of the Owner to inform the Association of necessary repairs. Requests for repairs must be submitted to the Management Company in writing. "Cleaning" shall not be considered maintenance/repairs.

MAINTENANCE (Association's Responsibility)

The Association is responsible for maintenance of the common areas and exterior surfaces. Repairs and maintenance of roofs, gutters, downspouts, cedar/stucco siding, exterior doors, driveways, etc. will be provided by the Association as necessary, and based on the availability of funds. (Cleaning of driveways, stucco, doors, windows, gutters, etc. is **not** the Association's responsibility.)

THE COST OF ANY MAINTENANCE OR REPAIR TO A COMMON AREA OR EXTERIOR SURFACE THAT IS CAUSED BY LANDSCAPING, OR AN ACT, OMISSION, OR NEGLIGENCE OF AN OWNER OR TENANT OR GUEST ETC., SHALL BE CHARGED TO THE OWNER.

MAINTENANCE (Owner's Responsibility)

Repair of interior items as well as windows (screens and glass), doors, hardware, etc. is the responsibility of the owner. Additionally, each owner is responsible for maintenance, repair and replacement of all fixtures (including lighting, fireplaces/stoves, fences, certain decks, sheds, etc.), equipment, facilities, utilities installed within or attached to the owner's unit. All property, including the driveways, and the improvements on the Units/Property and any landscaping on Property, shall be kept in a clean, safe, attractive, slightly condition, and at the sole expense of the owner.

Every owner shall perform promptly, any repair and maintenance work within his unit, the omission of which would adversely affect any common element or air space or any other unit, and shall be responsible for all loss and damage caused by his failure to do so.

ALTERATIONS/CHANGES TO PROPERTY

To maintain the architectural continuity within Brentwood Estates Townhomes, no resident may add to, alter, repair, repaint or do any work upon any Property or Common Area without prior written consent from the Board of Directors. Items which may not be added or altered without written approval include, but are not limited to: the units themselves, all windows and exterior doors, (including storm/screen doors), lighting, exterior vents, antennas/satellites, skylights, fencing, air conditioning/evaporative cooler units, basketball hoops, landscaping (including drainage patterns), storage sheds, decks/patios, gazebos, etc. Any request for any additions/alterations shall be submitted in writing to the Board of Directors (directly or via the Management Company) and approval or denial will be given in writing as well.

LANDSCAPING

All landscaping (lawns, trees, bushes, flowers, etc.) shall be kept in an attractive and well-maintained fashion by the Owner/Tenant. This shall include the removal and pruning of dead trees, watering, mowing, edging and trimming of lawns, and adequate weed and insect control.

Changes and additions in landscaping, **including any changes in drainage patterns**, are subject to the approval of the Board.

APPEARANCE

No unsightliness shall be permitted on any Property which is visible from any other Property.

All opening windows MUST have screens. Bent, torn or rotted screens must be replaced promptly by the Homeowner. All units must have appropriate window coverings. Newspapers, sheets, blankets, aluminum foil or cardboard are not considered proper window attire and temporary window coverings are forbidden thirty (30) days after taking occupancy.

Wall-mounted, window-mounted or any other kind of sleeve-type air conditioners are not allowed.

No exterior antennae of any type are allowed. All wiring for cable television must be hidden. No wires are to be installed on buildings or laid upon the gravel or landscaped areas. Satellite dishes must be pre-approved by the Board of Directors. Pipes/lines for water, gas, sewer, drainage, or other purposes shall be kept and maintained underground or within an enclosed structure.

STORAGE

No refuse, lumber, grass/shrub/tree clippings, compost, metals, bulk materials, scrap, debris, trash, tires etc., or any other form of unsightliness which is visible from another Property shall be permitted on any Property. Any unsightly object or condition shall be enclosed within a structure and kept from view. Additionally, toys, bicycles, lawn and garden equipment, or other miscellaneous tools/objects must be kept stored in an enclosed structure except when in actual use. Visible garden/watering hoses shall be kept wound up tidy when not in use.

Unsightly objects, such as ladders, canoes, bicycles, appliances, etc. may not be stored on patios. Any other items must be kept from view.

No flammable, combustible, or explosive fluids, chemicals or substances may be kept on the property except those required for normal household or automotive use.

PETS

No more than a total of two (2) dogs and/or cats are permitted per unit/property. No livestock, poultry or exotic animals other than normal household pets may be kept. Pets on or in the common area must be attended or be on a leash. No animal may be tethered to any stationary object in or on the common area or be left unattended. Any soilage made by pets in the common area or front yards must be cleaned up immediately. No pet may be kept in such a manner as to create any form of offense or nuisance to other residents. All pets must be licensed, vaccinated, and kept in accordance with ordinances of the City, County, or State. No animals may be kept or bred for commercial purposes. Dogs shall not be permitted to bark excessively. Dog owners please be aware that your dog's barking is probably annoying your neighbors. For this reason, as a courtesy, do not leave your barking dog outside at night or when you are not at home.

TRASH

The trash pick-up day, for the Association, is currently on Wednesday, subject to change. If there is a major holiday that week the pickup will be one day later. Trash may be set out on Tuesday after 6:00 PM (5:00 PM) during daylight savings) and emptied trash cans must be retrieved the same day.

Trash/Trash Containers must be kept inside the unit or garage or OUT OF VIEW behind a fence (on non-trash days) until put out for pickup. Trash shall be placed in trash containers or plastic bags of sufficient strength and securely closed or otherwise well contained. THE USE OF PAPER SACKS FOR TRASH IS NOT PERMITTED.

No rubbish or debris of any kind shall be placed or permitted to accumulate in the common area, and no rubbish or debris or odor shall be permitted to accumulate or arise from any property so as to render any unit, unsightly, offensive, unsanitary, or detrimental to any other property or its occupants.

NUISANCES – (NOISES, ODORS, ACTIVITIES, LIGHT, etc.)

No sound which is unreasonably loud or annoying, no noxious or offensive odor or activity, and no unreasonably bright or glaring light, anything that is disturbing or annoying in nature, or that interferes with the lawful, peaceful, peaceable and quiet occupancy and enjoyment of others, shall be allowed.

FLAGS

Nothing in these rules shall prohibit the proper display of the official flag of the United States of America. No other national flag, pennant, or banner other than seasonal or decorative flags (which are subject to the approval of the Board) shall be displayed outside of a unit.

SEASONAL DECORATIONS

Decorations will be permitted so long as they are put up and taken down in a reasonable length of time. No decorations that create damage or are a permanent attachment to the structure will be permitted. Also, decorations must be in good taste and not offensive to other homeowners.

SIGN RESTRICTIONS

No sign shall be erected or maintained on any Property except for warning signs for safety/caution/hazards (as may be required by law) or to identify an address number, the owner of the Property, or to indicate that a Property is for sale or for lease. All signs which are permitted shall be of reasonable dimensions and of an attractive and maintained appearance.

PARKING RESTRICTIONS

There shall be no parking allowed in any driveway except off the aprons of the Garages or in the additional side parking area that some of the rear units have. **Parking in the driveway access lanes is strictly prohibited as the driveways are deeded Emergency Access Lanes in addition to being Easements for access.**

No large vehicles, including but not limited to, commercial type vehicles (truck in excess of 1 ton), recreational vehicles, campers, campers not on a truck, boats, motor-homes, horse trailers and other trailers, tractors, limousines or other over-large vehicles shall be permitted to remain on any Property. Trucks in excess of 1 ton, moving vans, trailers and motor homes are allowed only when engaged in moving, delivery, or transport to and from a building. Under no circumstances may they be parked on sidewalks or landscaped areas, left unattended in driveways, or be left overnight.

No inoperative, unused, unregistered or abandoned vehicles shall be stored, parked, maintained or kept on any part of Brentwood Estates other than inside a garage. A vehicle whose registration has expired and has not been registered within the 30-day grace period as defined by State law shall be deemed "unregistered".

A written notice describing the abandoned, unregistered, or derelict vehicle and requesting immediate removal thereof may be personally served upon the owner or posted on the vehicle. If such vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove the same without liability, and the expense thereof shall be charged to the owner/resident.

No vehicle repairs, except minor maintenance or emergency measures to start the engine or change a flat tire, is to be performed on common ground. **Under no circumstances shall the changing of engine fluids be allowed in the common areas of the driveways.**

GENERAL

No unit shall be used for any purpose other than residential. No business, profession or trade shall be conducted in any unit which creates unusual activity, or draws vehicles or pedestrian traffic into the project.

Nothing shall be allowed, done or kept in any unit/property or on the common areas, that are in violation of local, state or federal codes, and/or laws which would cause an increase in premiums or cancellation of Association Insurance coverage. (Again, NO PARKING is permitted in the DRIVEWAY ACCESS as these are DEEDED in our subdivision plat as EMERGENCY ACCESS LANES!)

RENTAL UNITS

In cases where owners are leasing their units to another individual, the owner/agent must provide a copy of the Rules and Regulations for Brentwood Estates to the tenant. Owners are responsible for the activities and behavior of their tenants and fines levied against a tenant for violations may ultimately become the responsibility of the owner if fines are not paid or corrections are not made.

No short-term rentals are allowed.

Property owners MUST provide the management company with information that contains the name of the individuals renting/leasing, their phone numbers, the term of their lease, and emergency contact information for the owner (phone numbers/ mailing address).

No Business or Commercial Activity. No Lot shall be used at any time for business, commercial or professional activity except that the Owner of a Lot may lease or rent all of his Lot and the improvements thereon (but no portions thereof or individual rooms therein) for residential living purposes. No home occupations shall be permitted on any Lot.

Occupancy Limitations. No townhouse structure on any Lot shall be continuously or permanently used or occupied by more than a single family, all related by blood, marriage or adoption, or by more than five persons if such persons are not related by blood, marriage or adoption.

Leasing of Lots by Owners. Any lease by an Owner of a Lot shall be required to be in writing and shall provide and shall be deemed to provide: (a) that the terms of the lease shall be subject in all respects to the provisions of this Declaration, of the Articles of Incorporation and Bylaws of the Association and of rules and regulations adopted from time to time by the Association and (b) that any failure by the lessee to comply with the terms of such documents shall constitute a default under the Lease and (c) that no Lease shall be for a term of less than 30 days. Except as herein stated, there shall be no restriction on the right of any Owner to lease his Lot.