

# **SIENNA PARK TOWNHOMES OWNERS ASSOCIATION RULES AND REGULATIONS**

**All previous versions shall be Null & Void as of this date:  
Revised August 28, 2018**

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Sienna Park Townhomes and the Bylaws of Sienna Park Townhomes Owners Association, provide that the Board of Directors shall have the power to establish, make and enforce compliance with the right to amend from time to time.

NOW THEREFORE, effective as of the 28<sup>th</sup> day of August, 2018, the Board hereby established, makes and adopts the following provisions as and to be the Rules and Regulations of this Association. These Rules and Regulations supersede and replace all prior versions.

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The unit owner shall be solely responsible for all unit occupants, including related & non-related guests, to abide by the HOA Covenants, Bylaws, and Rules and Regulations. All violations and fines will be charged to the unit owner regardless of the unit occupants' relation. Landlords are required to enforce the HOA rules and provide tenants with copies of the Covenants, Bylaws, and Rules and Regulations at the owner's expense.

HOA Dues are due on the 1<sup>st</sup> of each month. If payments are not received at the HOA's designated location for payment by the 10<sup>th</sup> day of each month, then a \$25.00 late fee will be assessed. A Non Sufficient Funds (NSF) check or EFT debit will be assessed a \$30.00 NSF Fee plus a \$25.00 late fee for not being received as good funds.

Upon City Ordinances and HOA Rules in conflict, the most restrictive Rules shall prevail.

## **SECTION I: GENERAL PROVISIONS**

- A. Any common sidewalks, driveways, entrances, and passageways shall not be obstructed or used by a unit owner for any other purpose than ingress and egress from the units.

- B.** Except as to the areas termed balcony, no personal items shall be placed on or in any of the General Common Areas, and/or a window sign. "For Sale" or "For Rent" signs will be placed immediately adjacent to the respective unit.
- C.** Unit owner, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveways, or entrances as a play area.
- D.** No owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, machines or air conditioning units be installed on the exterior of the project, nor anything that protrudes through the walls or the roof of the building, except as may be expressly approved by the association.
- E.** Owners and occupants shall exercise reasonable care to avoid making or permitting to be made, loud, disturbing or objectionable noise, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers, engines, and any other instrument or devices in such a manner as may disturb or tend to disturb owners, tenants or occupants of other units.
- F.** No unsightly objects or nuisances may be erected, placed, or permitted to remain on the premises of the HOA common, limited common or in unit windows.
- G.** An owner shall always keep the balcony or porch area appurtenant to his unit in a clean and sanitary condition. No rubbish, refuse, pet excrement or garbage shall be allowed to accumulate, nor allow fire hazard to exist.
- H.** All household trash shall be placed in sealed garbage bags before being placed in the trash containers.
- I.** Unless prior authorization is obtained from the property manager, large items that are not considered household trash (such as carpeting, appliances, mattresses, auto parts, storm doors, glass, wood, etc.) cannot be placed in the trash contained and must be disposed of off-site by the homeowner or resident. The HOA trash container shall not be used for any personal business trash.
- J.** All waste that is considered "Hazardous" (such as batteries, oil, paint, computers, anti-freeze, etc.) will be disposed of off-site by the homeowner-resident.
- K.** Gasoline, combustible, or hazardous materials may not be stored on the Sienna Park properties.

- L. Porches and balconies shall be used only for the purpose intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items not commonly used on a deck or porch and should only store patio furniture etc. No rugs or other materials shall be dusted from windows by beating or shaking.
- M. Carbon Monoxide Detectors, Smoke Detectors and Fire Extinguishers: Each unit must be equipped with a minimum of one (1) carbon-monoxide detector, two (2) smoke detectors and one (1) fire extinguisher and they shall be kept in working order at all times.
- N. Dogs, cats and other household pets may be kept, maintained and harbored in each unit of the development, provided the number of pets do not exceed any limitations per the City of Lakewood ordinances. They may not be kept, bred, or maintained for any commercial purpose. Landlords may prohibit pets in their own units.
- O. Pet owners shall immediately clean up after their pets and dispose of the same in suitable containers. Dumping of cat litter on the common area or directly into the dumpster is not permitted. All animal feces shall be disposed of in a trash bag and put into a container.
- P. Each owner must maintain strict control over their pet. Pets must be leashed when on Common areas, and must not be left unattended. If a pet is unleashed or unattended on common areas, the City of Lakewood may be called to pick up and remove the animal. Pets shall not be tethered from porches or balconies.
- Q. The association assumes no liability for any loss or damage to articles left or stored in common, limited common, or other areas.
- R. Any damage to the general Common Areas or common personal property caused by the owner/tenant, children of a owner/tenant or their guest, guest of the unit owner/tenant, or pets of the unit owner/tenant, shall be repaired at the expense of the unit owner. Children may play on the lawn as long as they do not disturb others. Tree climbing is not allowed. Playing on asphalt areas is dangerous and is NOT permitted. Bicycles are not to be ridden over any landscaping area including rock beds.
- S. Unit owners shall be responsible and liable for damages incurred if such damage is caused by negligent or tortuous act of a unit owner, member of his family, his agent, employee, invitee, licensee or tenant.

## **SECTION II: TRAFFIC AND PARKING POLICIES**

- A. No vehicle shall be parked in such a manner as to impede or prevent ready access to any part of the project, including parking too close to the line, preventing the next space to be used or not allowing entry to a parked vehicle.

- B.** Vehicles shall be parked within designated parking spaces only for a term of no more than 72 hours. No unit may have more than one vehicle in HOA parking spaces. Additional vehicles owned or used by unit owner, tenants, or guests must be parked outside of HOA property. i.e. side street or private storage
- C.** Any traffic flow markings and signs regulating traffic of the premises shall be strictly observed.
- D.** Recreational vehicles including but not limited to, mobile homes, boats, jet ski, snowmobiles, camping trailers, horse trailers, and hauling trailers shall not be parked and/or maintained on the properties. Such vehicles are prohibited from parking in any area in Sienna Park.
- E.** Vehicles shall not park “in tandem” or double parked in parking spaces; i.e., only one vehicle shall be parked in any one parking space.
- F.** Parking in “Fire Lanes” is prohibited and vehicles parked in the same are subject to immediate towing by the Association or action by City of Lakewood or West Metro Fire Department, at the sole cost and expense of the owner of the vehicle. “Fire Lane” is defined as any asphalt area other than a designated parking space.
- G.** No abandoned vehicles are permitted in the complex and may be subject to towing.

  - 1.** Abandoned and/or inoperative vehicles are defined as:

    - a)** Vehicles that are obviously inoperable (flat tires, wrecked, etc.) or
    - b)** Vehicles whose plates are expired or missing altogether.
- H.** All vehicles parked on the premises of Sienna Park Townhomes must have current license and registration.
- I.** No vehicle exceeding 22’ 10” shall be parked in the parking lots, and cannot exceed the length of the parking lines. All vehicles must reasonably fit within the parking lines.
- J.** The speed limit in the drives is 5mph. Please drive carefully and be courteous to your neighbors.
- K.** ENFORCEMENT of Rules and Regulations regarding Vehicle Traffic and Parking Policies:

  - 1.** Penalties for violation of a local ordinance may be enforced by the locality without regards to any remedies pursued by the Association.

2. Any vehicle parked in violation of these Rules and Regulations will be towed at the vehicle owner's expense if not corrected within 48 hours of notice. At least 48 hours prior to towing, notice of the violation shall be placed on the vehicle.
  3. Violation of these Rules and Regulations that involve parking in Fire Lanes, outside of a marked space or pending traffic flow, may be towed immediately without any notice at the owner's sole cost and expense.
  4. If the Association is forced to take any action for violation of any of the Rules and Regulations, Declarations or Bylaws provisions regarding parking and maintaining vehicles, then the offender and responsible unit owner shall be responsible for any towing charges and subjected to liability for any and all costs, expert witness fees, and attorney fees incurred by the Association.
- L. Service Vehicles, Loading and Unloading: Service vehicles may park behind the garages as long as the vehicle has signage stating it is service and the driver is within calling distance for urgent removal of vehicle. Unit owners vehicles may park behind their garage to load and unload so long as the vehicle is not left unattended for more than 5 minutes.

### **SECTION III: ARCHITECTURAL STANDARDS**

No exterior additions, alterations, or decorating to a building, nor changes in landscaping, walls and other structures are allowed, with the exception of central air conditioning units, storm doors, lights above garage window well covers or replacement of items

#### **A. PROCEDURES**

1. Owners must request and obtain written Association or Architectural Control Committee (ACC) approval before commencing any project. The owner must submit written complete plans and specifications for the project at least 60 days prior to intended project date.
2. The Architectural Control Committee shall exercise its best judgment as to the conformance of any project to Association policies.

#### **B. GENERAL PROCESSIONS**

1. Any work that affects existing painted or stained surfaces will include putting such surfaces back to original condition.
2. All projects must be maintained at the homeowner's expense.

3. Any changes in any other structures required by any project must be caused by and paid for by the unit owner.
4. The unit owner must agree to give written notice to and to make all conditions pertaining to modifications binding upon his successors, heirs, and assigns.

#### C. AIR CONDITIONERS

1. Central air conditioning units may be installed if a building permit is obtained from the City of Lakewood and location of the unit and its wiring is approved by the Association. A copy of the permit must be on file with the association before work is commenced.
2. Air conditioning units, etc. shall not be installed on the exterior of the project or protruding through the walls or the roof unless expressly authorized by the Association.
3. Window air conditioning units, swamp coolers, etc. are not acceptable.

#### D. STORM WINDOWS AND STORM DOORS

1. Storm doors are acceptable for front doors if they are the style and color approved by the Association and the homeowners maintain the door.
2. Storm windows are not acceptable.
3. Replacement dual pane windows and/or replacement doors may be acceptable, if the original style is used and the color is approved by the Association.

#### E. DOORS

1. No windows will be allowed in front doors.
2. The color of the unit front door must match building trim.

#### F. ANTENNAS

1. No owner, resident, or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna be installed on the exterior of the project, including any part of the balcony. Or that protrudes through the walls or the roof of the buildings, except as expressly authorized in writing by the Association.

## **SECTION IV: APPEAL PROCESS**

WHEREAS, for the benefit and protection of the Association and of the individual owner, the Board deems it desirable to establish and operate by procedures to ensure due process in cases where there is a question of compliance by an owner, his tenant, his family and his guests with the provisions of the Declaration or the Rules and Regulations, thereby attempting to minimize the necessity of seeking action in or through a court of law.

NOW THEREFORE, BE IT RESOLVED THAT the following process shall apply to a violation of any Rule or Regulation; however, this resolution shall not apply those sections of the Declarations and Bylaws dealing with the payment of assessments by members.

From time to time as determined by the Sienna Park Board of Directors, a schedule of fines may be adopted for the violations of Rules and Regulations, Declarations, and Bylaws of the Association. In addition, the Association and owners shall have the rights and remedies available under the Association's Declaration, Articles of Incorporation, Bylaws and applicable law, including without limitation, injunctive relief. Owners may be held responsible and liable for the actions of their tenants and occupants of their unit(s). Compliance with the standards of the complex are important for everyone to ensure a quality of living environment.

### **VIOLATION OF THE RULES AND REGULATIONS:**

- A.** Complaints involving violations of the Rules and Regulations by a homeowner, tenant or agent of the Association may be made by telephone to the Management Company, but must be followed up with a complaint in writing. No complaint will be considered by the Board unless it is signed by the complainant. The complaint should clearly indicate the nature of the violation, the date, time and location of violation and the name(s) or unit number(s) of the violator(s).
- B.** After a complaint in writing is received, the Board of Directors will review the complaint. If the complaint is dismissed, the complainant will be notified in writing as to why this action was taken. The complainant may request a reconsideration of the complaint at a special meeting of the Board of Directors. If the complaint is not dismissed, notice of the offense will be mailed specifying the nature, date, time and location of the violation to the following individuals:
  - 1. Owner of the unit
  - 2. Renter of the unit (if applicable)
  - 3. Board of Directors



- C. If the person charged feels that he or she has been issued a Notice of Violation unfairly, he or she shall notify the Association in writing within 10 days of the date of the notice being issued of their request for a hearing to be scheduled. Upon receipt of such request the Association shall schedule a hearing.
- D. The person charged may either appear at the hearing or may respond in writing, explaining to the Board of Directors why the complaint is unjustified. Failure to appear or respond in writing to such notification will be construed as an admission of the violation.
- E. At the hearing set forth in the notice, the Board of Directors will:
1. Describe the specific Rules and Regulations, which is said to have been violated including the time and place.
  2. The person charged shall be asked to admit or deny the charge. The person charged will be permitted to explain and/or illustrate why he/she should not be fined for the offense and/or that no violation was committed. The person charged may speak for themselves or may be represented by counsel.
  3. The person charged may have the opportunity to confront each witness against him.
  4. When all complaining witnesses have been heard the person charged may make statements in rebuttal, and may provide witnesses in support of his position. The complaining witnesses may ask questions of each witness in turn.
  5. The Board of Directors may exercise its discretion as to the specific manner in which the hearing shall be conducted, and shall be authorized to question witnesses, review evidence, and otherwise take such reasonable actions during the course of the hearing which it may deem appropriate or desirable to reach a just decision in the matter at hand.
  6. At the conclusion of the hearing, the Board of Directors shall discuss the statement in private and shall vote whether or not to uphold the complaint. A majority vote shall control. The result of the vote shall be announced in writing to all involved parties.
  7. If the Board of Directors concludes that a violation occurred, the Board of Directors must notify the violator in writing, of the amount of the fine, the due date of the fine, and the violation for which the fine is being levied. If the fine is not paid within thirty (30) days after the date of the notice of the fine, appropriate legal action may be initiated by the Board of Directors.



**F. Enforcement of Rules and Regulations:**

1. Penalties for violation of a local ordinance may be enforced by the locality without regard to any remedies pursued by the Association.
2. The penalties for violation of any of the above Rules and Regulations, will be assessed per notice as follows:
  - i. **1<sup>st</sup> offense:** A warning letter plus assessment of any damages.
  - ii. **2<sup>nd</sup> offense:** A \$50 fine may be imposed.
  - iii. **3<sup>rd</sup> offense:** A \$100 fine may be imposed.
  - iv. **Subsequent offenses:** A \$200 fine may be imposed, and the matter may be turned over to the HOA's attorney for legal action to include but not limited to law suit against the owners or tenants.
3. A unit owner may contest the violations or fine through the Appeals Process here in section. Any fine assessed and not paid or written appeal request not received within 30 days of notice may be turned over to the HOA attorney for collections or corrections. All attorney fees, and collection fees from management or third parties shall be charged to the unit owner for reimbursement, to include 18% APR of the amount owed accounts delinquent over 30 days.