

**RULES AND REGULATIONS OF  
THE PEAKS AT GREEN MOUNTAIN  
HOMEOWNERS ASSOCIATION I, INC.**

The Peaks at Green Mountain Homeowners Association I, Inc.  
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Version 1.0  
03/25/2003

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## SECTION I INTRODUCTION

Under Article V, Section 5.5 of the recorded Declarations for The Peaks at Green Mountain Homeowners Association I, Inc. ("The Association") the Board of Directors ("the Board") may pass rules and regulations governing the project and the operation and use of the common elements.

The following rules and regulations have been adopted and implemented to protect your investment, to enhance the value of the units, and for the safety and security of occupants and guests.

Each owner is responsible for knowing and abiding by all the rules and ensuring that his or her tenants are informed of and abide by them. In addition, owners are responsible for any fines or charges resulting from infractions committed or damages caused by their children, tenants, pets, etc.

## SECTION II GENERAL

### A. Use of Units and Common Elements.

1. Maximum Number of Unit Occupants. No unit shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. Each unit shall be deemed to have been designed to accommodate safely a maximum of two (2) permanent occupants per bedroom.
2. Permitted Uses of Units. No unit shall be used at any time for any business or commercial activity.
3. No Imperiling of Insurance. No owner, tenant, or guest shall do any thing or cause anything to be kept in or on the project which might result in an increase in the insurance premiums obtained for the project or which might cause cancellation of such insurance.
4. No Noxious, Offensive, Hazardous or Annoying Activities. No Noxious or offensive activity shall be conducted on any part of the project nor shall anything be done or placed on or in any part of the project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

No activity shall be conducted on any part of the project and no improvements shall be made or constructed on any part of the project which are or might be unsafe or hazardous to any person or property. No odor shall be emitted from any part of the project which is noxious or offensive to others.

5. Noise. No sound shall be emitted from or on any part of the project which is unreasonably loud or annoying. Such noises should be reported to the Police.

6. Water Usage. Water shall not be kept running for any unreasonable or unnecessary length of time in the unit.
7. Violation of Laws. No owner, tenant, or guest shall do anything or keep anything in or on the project which would be immoral, improper, offensive or in violation of any statute, rule, ordinance, regulation, permit or other duly-imposed requirement of any governmental body.
8. Pets. All residents observing violations of the following rules and regulations are instructed to notify the City of Lakewood Animal Care Division. Lakewood Animal Care may require the signatures of two (2) residents for some animal-code violations. If the signature of a second resident cannot be obtained, call the Property Manager.
  - a. Only domesticated dogs, cats, birds or fish may be kept in a unit. All pets are subject to all governmental animal ordinances and laws.
  - b. No more than two pets per unit are allowed.
  - c. No animal shall be allowed to run free at any time. No animal shall be allowed to remain tied or chained to any balcony, patio, or other part of the common area, and any such animal(s) so tied or chained will be reported immediately to Lakewood Animal Care.
  - d. Whenever a resident is walking a dog, a cat or other pet(s) in the common areas of the complex, the pet must be on a leash. Report violations to Lakewood Animal Care.
  - e. All dogs and cats must have current rabies tags and city licenses.
  - f. Each pet owner is responsible for any damage caused by his or her animal(s), and is obligated to clean up after his or her animal(s) on the project, and to see to it that the excrement is disposed of properly. Report any resident who does not clean after his or her pet(s) in the common areas to the Property Manager or to Lakewood Animal Care.
  - g. Residents shall report any pet(s) causing or creating an unreasonable disturbance or risk to others to Lakewood Animal Care.
  - h. In the case of vicious animals, residents should report the animal(s) to Lakewood Animal Care immediately.
  - i. Aquariums are not allowed in any building of The Peaks at Green Mountain unless express written permission is given by the Board of Directors which shall be conditional on the Seller providing a Certificate of Insurance which names and indemnifies the Association and adjacent property owners from water and structural damage.

B. Actions of Owners, Tenants, Family Members, Guests or Licensees.

1. Unauthorized Repairs, Replacements, Modifications, or Additions. **THERE SHALL BE NO REPAIRS (except those of an urgent nature), REPLACEMENTS MODIFICATIONS, ADDITIONS OR ANY CONSTRUCTION ACTIVITIES WHATSOEVER WITHOUT PRIOR WRITTEN APPROVAL FROM THE BOARD OF DIRECTORS OF THE PEAKS AT GREEN MOUNTAIN ASSOCIATION I, INC. THERE SHALL NOT BE ANY CONSTRUCTION ACTIVITIES WITHIN, ON OR ABOUT ANY BUILDING IN THE ASSOCIATION WITHOUT A CITY OF LAKEWOOD BUILDING PERMIT AND APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE.**

No owner or tenant shall undertake any work inside of a unit which would jeopardize the soundness or safety of the project, reduce the value thereof or impair an easement. No owner or tenant shall enclose by means of screening or otherwise, any balcony, yard, deck, patio or porch which is accessible from, associated with and which adjoins a unit, without having obtained the prior, written approval of the Board (which may be withheld for any reason) for such enclosure and with respect to the materials, plans and specifications for such enclosure. Structural or cosmetic alterations shall not be made by an owner or tenant to the exterior portions of his or her unit, to the building(s), or in the water, gas or steam pipes, electric conduits, plumbing or other fixtures connected therewith, nor shall an owner or tenant remove any additions, improvements or fixtures from the building(s) without the prior, written approval of the Board (which may be withheld for any reason).

2. Unsightliness. No unsightliness or waste shall be permitted on or in any part of the project. Trash must be deposited in the bins that have been provided and not placed in entryways or on patios. Cigarette butts must not be tossed on the ground. Without limiting the generality of the foregoing, no owner or tenant shall keep or store anything (except in designated storage areas, if any) on or in any of the common elements; nor shall any owner or tenant hang, erect affix or place anything upon any of the common elements (except for decorative items within his/her own unit); and nothing shall be placed on or in windows or doors of units which would or might create an unsightly appearance. Window coverings shall only be white as they are viewed from the exterior of the building.

3. Damage to or Within the Common Elements. If, due to the act or neglect of any owner or tenant, guest or family, loss or damage shall be caused to any person or property, including the project or any unit therein, such unit owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association, and the carrier of the insurance has waived its right of subrogation against such owner. The amount of such loss or damage may be levied against such owner by legal proceedings or otherwise, and such

amount (including reasonable attorneys' fees) shall be secured by a lien on the owner's unit as provided in the Declaration for The Peaks at Green Mountain for assessments or other charges.

- C. Motor Vehicles and Parking. Operation and parking of all vehicles on the project shall be subject to the rules and regulations of the Association. Determination with respect to whether or not a particular activity or occurrence shall constitute a violation of this section shall be made by the Board, and shall be final.

1. Vehicle Restrictions.

- a) No large, recreational vehicles, boats, trucks in excess of \_ ton load capacity in the cargo area, campers, camper overheads, or anything other than passenger cars or small trucks shall be parked at The Peaks at Green Mountain. No damaged or unsightly vehicles (including, but not limited to cars with flat tires, cars in disrepair or on blocks) shall be stored on the complex. All vehicles must have current license plates.
- b) No engine maintenance or other mechanical repairs to vehicles other than normal waxing or polishing shall be permitted anywhere in the parking area.
- c) Excessive leakage from under vehicles damages the parking surface and is unacceptable.

2. Parking

- a) Parking is restricted to property owners and is controlled by sticker permits issued by the Association. The sticker permits are non-transferable between vehicles and or individuals.
- b) The Peaks at Green Mountain assumes no responsibility for damage to or theft of or from any motor vehicle.
- c) Any vehicle not permitted is subject to being towed at its owners expense.
- d) Parking in fire lanes is prohibited by The Peaks at Green Mountain and the City of Lakewood.
- e) Vehicles parked in a visitor parking space for more than 48 hours without moving are subject to towing. Owners may obtain a one-week temporary visitor's permit from the property manager for those visitors parking for more than 48 hours up to a maximum of two weeks.

Parking rules will be strictly enforced by means of fines and/or towing in order to protect the safety of our residents. The penalties for vehicle and parking regulations are as follows:

First offense – a written violation notice is placed on the vehicle by the Board or the staff, and/or sent to the unit owner.

Second and subsequent offenses by the same vehicle – the vehicle will be towed at the vehicle owner's expense.

Fire lane violations – the police will be called and the vehicle ticketed and/or towed at the vehicle owner's expense.

Vehicle fluid spill – the owner is charged for clean-up, in addition to a fine for the violation.

D. Bicycles, Tricycles and Skateboards

1. Storage - No bicycles, tricycles or skateboards are to be stored on patios or under any stairs in the building entryways.

SECTION III ADMINISTRATIVE

- A. Address and Tenant Registration. Owners who reside off site shall register their current mailing addresses with the Manager of the Association ("the Manager"). Owners who lease their units shall forward copies of the leases to the Manager within ten (10) days of their signing.
- B. Emergency Easement. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons, now or hereafter servicing the project, to enter upon all streets, roads and driveways located in the project, and upon the property, in the performance of their duties.
- C. Association Rights. The Association, the Board and the Manager shall have a non-exclusive right and easement to make such use of and to enter into or upon the general common elements, the limited common elements and the units as may be necessary or appropriate for the performance of the duties and function which they are obligated or permitted to perform.
- D. Easements In Units for Repairs, Maintenance and Emergencies. Some of the common elements are or may be located within a unit or may be conveniently accessible only through a particular unit. The Association, the Board, Manager, and each owner shall have an easement, which may be exercised for any owner by the Association, the Board or the Manager, as his or her agent, for access through each unit and to all common elements, from time to time, during such reasonable hours as may necessary for the maintenance, repair or replacement of any of the

common elements located therein necessary to prevent damage to the common elements or to another unit. Non-emergency repairs shall be made only during regular business days after at least twenty-four (24) hours' notice to the occupants

of the unit wherein such repairs are to be made, except where the occupants have no objections to earlier entry for repairs.

In emergency situations, the occupant of the affected unit shall be warned of impending entry as early as is reasonably possible. Damage to the interior of any part of a unit resulting from the maintenance, repair, emergency repair or replacement of any of the common elements, or as a result of emergency repairs within another unit, at the instance of the Association, the Board or the Manager, shall be a common expense of all of the owners. No diminution or abatement of common-expense assessment shall be claimed or allowed due to inconvenience or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order from any governmental authority. Restoration of the damaged improvements shall be substantially to the same condition in which they existed prior to the damage. Notwithstanding the foregoing, if such damage is the result of the carelessness or negligence of any owner, tenant or guest, then owner of that unit shall be solely responsible for the costs and expenses of repairing such damage.

- E. Architectural Control and Procedure for Alteration of Structures. All modifications, alterations and improvements are subject to architectural control. All architectural requests must be made in advance on the Association form. If any Owner desires to alter the structure in any manner, contact the Property Manager for further information.
- F. Enforcement by the Association. The Board may suspend any owner's voting rights or the right of an owner to use the recreational facilities of the project during any period or periods during which such owner fails to comply with the Association's rules and regulations, or with any other obligations of such owner (pursuant to the recorded Declaration). The Association or any aggrieved owner may also take judicial action against any owner or the Association to enforce compliance with such rules, regulations or other obligations contained herein or in the Bylaws or to obtain damages for noncompliance therewith, all to the extent permitted by law.
- G. Interpretations. Should any rule or regulation be susceptible to more than one interpretation, one or more of which would render the rule or regulation valid under the law and the other which would render it invalid, the interpretation rendering the rule and regulation valid shall apply as the interpretation intended between the owner and the Association. Should any rule or regulation be held void as a matter of law by any court or administrative agency of competent jurisdiction, only that rule or regulation shall be rendered void, and all other rules and regulations shall remain valid and enforceable.
- H. Right to Amend. The Association shall have the right to amend these rules from time to time as the Board deems necessary.



- I. Hierarchy of Governing Laws, Rules and Regulations. The bodies of the Associations governing laws, in descending order of supremacy are the *Declaration for The Peaks at Green Mountain Association I, Inc.*, the *Articles of Incorporation*, the *Bylaws*, and the *Rules and Regulations*. If two bodies of the governing laws are in conflict, the conflict will be resolved by applying the law, which is the more supreme of the two.

#### SECTION IV RECREATIONAL

- A. Swimming Pool – When completed and released by the developer for public use.

Pool Hours. – 8:00 a.m. to 10:00 p.m. – Sunday through Thursday.  
8:00 a.m. to 11:00 p.m. – Friday and Saturday.

Pool Rules. The following are prohibited in the pool and pool area:

1. Pets.
2. Glass containers.
3. Any clothing other than swim attire in the water.
4. Any person, regardless of age who does not possess the swimming skill adequate to keep him or herself safe from harm.
5. Removal of pool furniture.
6. Bikes, skateboards, roller blades or roller skates.
7. Running, diving or horseplay.
8. Children under 8 in the spa.
9. There shall be no use of radios, tape or CD players, etc.

**There is no lifeguard on duty.** Parents and guardians are responsible for the safety and actions of children.

#### SECTION V OTHER

- A. Patios and Balconies.

1. Patios should be neat, orderly and uncluttered. These areas are not to be used as housing area for pets, or for storage of furniture, appliances, boxes, bicycles, etc. Patio and balcony areas shall only be used for patio furniture.
2. All types of exterior clotheslines and brackets used to attach them are prohibited. Garments, rugs, clothing, or other household items may not be hung from windows, balconies, railings, fences, or sides of buildings.
3. There shall be no exterior cooking activities on any patio that is covered other than those approved by the Board and Association. The use of charcoal, lighting fluid, and smokers are expressly prohibited.

4. Snow and debris removal from patio/balcony is the responsibility of the occupant. Snow and debris shall not be deposited onto another resident's property.

#### **SECTION VI FINE SCHEDULE**

- A. The Board shall establish at its sole discretion a fine schedule for the violation of any Rules and Regulations established by the Board.

### **THE PEAKS AT GREEN MOUNTAIN HOMEOWNERS ASSOCIATION I, INC. FINE SCHEDULE FOR VIOLATIONS OF RULES AND REGULATIONS**

**1<sup>ST</sup> VIOLATION** - Warning letter and Fine Schedule sent to violator.

**2<sup>ND</sup> VIOLATION** - \$50.00 Fine.

**3<sup>rd</sup> VIOLATION** - \$200.00 Fine.

**4<sup>th</sup> VIOLATION** - \$500.00 Fine and initiate legal action.