



Midtown at Cottonwood Creek Homeowners Association Community Guidelines

1. GENERAL PROVISIONS

1.1 The use of the Community Common Area(s) is available to all Members and Residents of Midtown at Cottonwood Creek who are in good standing, their family members, and guests, subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of the Midtown at Cottonwood Creek Homeowners Association, Inc. (hereafter referred to as "the Declaration").

1.2 No illegal activity may be conducted upon or within any part of the Association's common areas.

2. HOMEOWNERS ASSOCIATION MANAGEMENT

2.1 The HOA Board has contracted with a Community Management Company to manage the Community. This includes enforcement of the Community Guidelines, Declarations and Bylaws. The Management Company is authorized to take those actions necessary to ensure compliance of all Owners and Residents (Tenants) with the standards of the community.

3. LEASING OF HOMES

3.1 Tenants must sign a statement that they understand and agree that their lease is subject to the Association's Articles of Incorporation, Bylaws, and Declaration of Covenants and Community Guidelines, that they have had an opportunity to read these documents, and that a violation of any provisions of these documents will constitute a breach of their lease. A copy of the statement must be provided to the Community Management Company.

Short term occupancies and rentals of less than ninety (90) days, of Lots, including but not limited to transient, hotel, bed-and-breakfast or vacation-type rentals, are prohibited without prior written permission from the Association. Any of the uses set forth in the preceding sentence shall be prohibited on any Lot even if such use is determined to be a residential use. Upon the expiration of any lease of at least ninety (90) days, the Owner may thereafter extend that lease on a month-to-month basis. All leases shall be for the entire Lot without the subdivision of dwelling units for leasing purposes. Subleasing,

meaning the leasing or rental of a leased Lot from the tenant under the lease to another person, is prohibited.

4. ARCHITECTURAL CONTROL

4.1 Any Owner who does not get prior written approval from the Architectural Control Committee for improvements, alterations, etc. pursuant to Article 6.1 of the Covenants shall be charged an administrative fee of not less than \$50.00, following a hearing, if requested, pursuant to Article 14 of the Declaration of Covenants.

4.2 Each Owner will be responsible for any damage to a home resulting from any attachments or installations to the outside of their Home, whether approved in advance by the Association or not.

5. STREETS, DRIVEWAYS AND PARKING AREAS

5.1 All streets within the community are public streets; traffic shall not exceed the posted speed limits

5.2 All vehicles, whether belonging to Owners, Tenants or Guests, shall comply with all governmental laws and regulations. Exhaust systems shall be properly functioning and sound emissions, whether from the vehicles engine or sound system, shall not exceed limits established by law. All vehicles associated with a Home and parked within the Community shall have current year state registration and license plates.

5.3 Boats, trailers, commercial vehicles may be parked adjacent to the Home for limited periods of time for the purpose of loading or unloading or the use of equipment operating from such vehicle (commercial carpet cleaner, for example) for periods not to exceed eight (8) hours. Someone is to be available to immediately move the vehicle, if necessary.

5.4 Since parking within the community is limited, the number of vehicles per residence is limited to a maximum of (4) four vehicles. Owners and Residents are required to park their vehicles in their garage or driveway, leaving the available common area parking spaces for guest parking. Motorcycles are to be parked and/or stored in the garage at all times. Owners and Residents with approval from the Association can park vehicles for seventy two (72) hours in the common area parking spaces. **Parking on the streets is prohibited.** Visitors or Guests using guest parking spaces in excess of 48 hours must register their vehicle and display a valid visitor's pass. Failure to register and display the Visitor pass may result in the vehicle being towed and/or a fine being imposed.

5.5 Vehicles parked in the Community in violation of the Declaration of Covenants or these Community Guidelines shall be subject to immediate removal at the Owner's expense. In addition to the removal of the vehicle, or as an alternative remedy, the Association may impose fines against the offending Owner, after appropriate notification through Rule 19.

5.6 No Resident will perform mechanical or service work on vehicles in the Community except as can be done within the enclosed garage of the Home, screening the sight, sounds, and odors of such repairs. Such activity will be confined to repairs and service of the Residents' vehicles only.

5.7 Emergency Vehicle Parking; an Owner or Resident may be allowed to park a motor vehicle in a guest parking space in the community if the Owner or Resident is required by his/her Employer to have a motor vehicle at his/her residence during designated times and if all of the following conditions are met:

- a. The vehicle weighs 10,000 lbs., or less, and
- b. The Owner or Resident must be a member of a volunteer fire department or an emergency service provider (defined as a primary provider of emergency fire fighting, law enforcement, ambulance, emergency medical or other emergency services), and
- c. The vehicle has some visible emblem or marking designating the vehicle as an emergency vehicle, and
- d. The parking of the vehicle does NOT obstruct emergency access or interfere with other residents to use the community's streets and driveways.

6. PETS

6.1 Pets shall be restrained on a leash at all times when allowed outside of the home and are not permitted to run unattended in the Community, nor may they be tied up in the Community.

6.2 Pets can be contained within the Host Lot Owners designated area, the fenced area between the homes. Homes without a fenced (Host Lot Area) cannot install a fence. Patios areas shall not be used as animal control areas.

6.3 Pet containment or electric fences are not permitted within the community.

6.4 Pet Owners must immediately clean up after their pet. Pet Owners should carry items appropriate for such cleanup (plastic bag, scoop, spray type water bottle). Pets should be taken to a different location each time to prevent turf damage. The Association reserves the right to fine Owners or Residents who do not clean up after their pet.

6.5 Pet Owners are limited to a total of four (4) domesticated animals but no more than two (2) dogs or two (2) cats.

6.6 Any pet that is determined to be, in the sole opinion of the Association, an unreasonable nuisance to the community due to either noise or odor shall be subject to removal from the community.

6.7 Pet Owners are responsible for any damage that is caused by their pet(s), the repairs for which shall be made by the Association and assessed to the Owner, after notification per Article 14.

7. PATIOS AND PORCHES

7.1 Patios may not be used as storage areas, nor in any way detract from the appearance of the building. Any storage box or container shall be out of sight of other residents and shall have a color compatible with the exterior of the building (light earth tone). Storage sheds are not permitted. Patios or porch area shall not be enclosed with screening without Association approval.

7.2 Residents shall not dry or air clothes on the patio areas or on lines or poles hung or attached to the building. Clotheslines are not permitted anywhere on the property.

7.3 All Residents shall use care in securing items or fixtures kept on patio areas to ensure items are not blown from the patio. Owners and Residents are responsible for damages that result from their items whether secured or unsecured.

8. TRASH COLLECTION AND REMOVAL

8.1 The Association has contracted with a trash removal company for the servicing of all homes in the community. The expense for this service is included in the monthly dues. Recycling is not included in this expense.

8.2 All refuse must be placed in a covered container (provided by the trash company). All containers shall be stored inside the garage or within the Host Lot Owners designated area, except for the 24 hours beginning at 6:00 pm the night before pickup.

8.3 All additional refuse that does not fit into the provided containers shall be the sole responsibility of the Resident for removal and shall not be charged to the Association (i.e., furniture, appliances, carpet, etc.).

9. LANDSCAPING, GROUNDS, SIDEWALKS AND COMMON AREAS

9.1 Sidewalks and entrances must not be obstructed.

9.2 The original landscaping for the home will be installed by the Builder. Any landscape changes or improvements made after purchase will require approval by the Association. The Owner is allowed to replace dead plants and trees without the approval of the Association as long as the same plant or tree is installed. Owners or Residents are not allowed to plant any items in the Community Common Areas. The drainage patterns within the Community have been established to facilitate proper drainage from slopes and lot drainage to the streets within the Community. ANY INTERFERENCE with the drainage pattern, as initially constructed, can cause water to become entrapped within a lot and could cause structural failure to improvements. Each Owner or Resident shall not

change or interfere with the established drainage pattern on his lot. The construction of curbs, patios, walks, and landscape amenities can block, alter or modify drainage patterns thereby requiring corrective measures to be taken to insure proper water flow. Disturbances of constructed drainage courses could materially impact soil moisture content and negatively affect the structural integrity of the home.

9.3 Vehicular traffic across the lawns and landscaped areas is prohibited. The expense to repair areas due to repeated foot traffic or vehicle use shall be assessed to the Owner or Resident causing said damage, following application of the provisions of Article 14.

9.4 Because of the risk to underground sprinkler lines and wires, sharp objects are not to be inserted into any Common Areas.

9.5 Owners are responsible for maintenance of the homes, to include landscaping. Host Lot Owners are responsible for maintenance of the fencing. **Owners acknowledge that they are aware and agree to the maintenance easement detailed in Section C of the Covenants for the community and that they will allow Owners and Residents access to their property per the maintenance easement. (See Attachment)**

9.6 Common areas are maintained by the Association

10. SNOW REMOVAL

10.1 The Association shall contract with a Contractor to provide snow removal within the Community as follows:

- a. Within a reasonable time following a snow event, the Contractor shall clear a pathway on all Community sidewalks one (1) time when there is a total snow accumulation of more than three (3) inches.
- b. Owners and Residents shall be responsible for snow removal to include driveways, patios, porches and service walks from door to common area sidewalk on their property.
- c. Dependent on the amount of snow received, the stockpiling of snow may be necessary, recognizing that locations for stockpiling are limited, the Contractor within reason shall try to keep as many parking spaces as possible available.
- d. To maintain a safe environment, ice melt may be needed on sidewalks. Whether applied by the Associations Contractor or Individual Resident, the ice melt product shall be of a type that shall not cause damage to the concrete. Pursuant to the Declaration of Covenants for the Association, damage caused to concrete or asphalt from the application of improper deicer chemicals will be charged against the person(s) causing the damage.

11. SIGNAGE AND FLAGS

11.1 All signage shall be approved by the Association prior to installation or display for appropriateness, size and placement. Typical signage that is acceptable includes:

- a. For Sale signs shall be limited to: (1) 12 inch by 12 inch sign placed in a window. An open house sign may be placed in the common area provided it does not damage the area or impede traffic. Open house signs must be removed at the conclusion of the open house. This does not apply to Builder.
- b. Small decals placed on windows or the exterior of the Home indicating a security system exists on the property.
- c. One small sign restricting solicitation by the entrance to the Home.
- d. Seasonal wreaths may be displayed but must be changed as the seasons change. All holiday wreaths must be taken down no later than 30 days after the Holiday has passed.
- e. A name plate with the occupant's name by the entrance to the Home.
- f. Only the American flag and related American Military flags may be displayed along with the installation of a bracket for the pole. In accordance with flag etiquette, the flag is to be taken down at night unless it is lighted. Any such lighting must be pre-approved by the Association. No other flags or banners are permitted.
- g. In an effort to be sensitive to neighborhood aesthetics, while granting an individual's opportunity to express and support their political candidate or issue, the Association shall permit political signage to be displayed based on the following standards:
 - Time frame: Installed up to thirty (45) days prior to the election and removed within seven (7) days after the election.
 - Maximum size: 36" x 48", displayed in window of home
 - Number of signs: Maximum of one (1) political sign per political office or ballot issue.

Political signage is defined as a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election or a candidate, the recall of a public official, or the passage of a ballot issue.

12. COMMUNITY SAFETY

12.1 In the interest of safety, the Association does not allow the use of skateboards, roller blades, etc. in or on the streets, driveways, sidewalks, steps or common areas. All such items must be walked or carried out of the Community for use and are to be stored out of public view.

13. MISCELLANEOUS

13.1 Owners or Residents shall not create any situation wherein their action or conduct, as determined by the Association, represents an unreasonable nuisance or disturbance to other Residents. This includes, but is not limited to noise, late night parties, offensive odors, etc.

13.2 Other than the rental of a unit for residential purposes, no Home shall be used for any business, manufacturing or commercial purpose. This rule is not intended to prohibit those business activities in which an individual has an office in their home, but is intended at prohibiting activities which draw the general public to the Community.

13.3 The Association shall be responsible for common area lighting.

13.4 Ground level air-conditioning units must be installed at street level only and must be located in a side or rear yard and screened from neighbors view. Window and roof-mounted air-conditioning units and evaporative coolers (when approved by Association) are to be placed on the rear and sides of the home.

13.5 No visible form of antenna, aerial, pole or wire for the purpose of receiving or transmitting a signal shall be erected on the exterior of any Home, unless plans and specifications have been submitted in advance to the Association.

- a. The installations must be professionally installed in accordance with Manufacturers specifications and comply with applicable municipal codes.
- b. The installation must blend in with the surroundings (painted to match surroundings, and wiring concealed as much as possible).
- c. Each owner shall be responsible for any damage to a building caused by the installed item and shall be responsible for repairing the damaged area to its original condition.
- d. Installations are prohibited in the common areas and should be in a location with the least visual impact on surrounding properties and where an acceptable signal can be obtained.

13.6 Some convenience or decorative items may be attached to the outside of a Home. Included are: garage door keypads, garage door doorbell, peephole in front door, changing door hardware to levers in place of knobs, bird feeders, small plant hangers, seasonal decorations, small outdoor thermometers. If a Resident is uncertain about any item, he/she should contact the Management Company prior to installation. The Association is concerned about installations that are unsafe or placed on common areas. Other concerns are stated at 4.2 above (Architectural Control)

13.7 Approved storm/screen doors may be attached to outside doors. If the storm/screen door is to be attached to a Home with two patio doors, both doors are not required to have storm/screen doors installed. Storm/screen door(s) are to match either body or trim color on the home. ACC approval is required before installation of door(s).

13.8 Portable or freestanding basketball hoops are not permitted.

13.9 The exterior fences on the homes cannot be altered from the original installed height. Exterior fences are to be stained or sealed using a clear stain or sealer every Two (2) Years. **The Host Lot Owner of the home is responsible for staining or sealing of the fence.**

13.10 Prohibition of marijuana and Illicit Drug Distribution and Growing. Except for the growth of marijuana for personal use as permitted by Colorado law, no Owner or occupant of a Lot may utilize such Lot or any other portion of the Community Area for the purpose of growing or distributing marijuana, medical marijuana, hash oil, or any other illicit drugs. This prohibition may further be clarified by the Board of Directors through rules and regulations. Owners will be responsible for any damage resulting from a violation of this restriction. Further, no Owner or occupant of a Lot may engage in any activity of practice which, in the sole discretion of the Board, is considered a threat to the health and/or safety of other Owners and residents within the Community Area, including but not limited to, boarding, creating conditions conducive to indoor fires, allowing Lots to fall into a state of disrepair to the point that rodents or other pests enter, or any other conditions which could cause damage or harm to other Lots in the Community Area.

13.11 Sump Pits. Based on the style of home selected, the Builder may install an exterior sump pit. If the Owner desires a sump pump, it is the Owners responsibility to install the sump pump. The Owner acknowledges that the Builder or Association is not responsible for the installation of the sump pump or for any damages that may result from the Owners failure to install the sump pump or for any damages caused by the Owners installation of the sump pump.

13.12 Awnings, Patio Covers and Shutters: Awnings, patio covers and shutter colors must be complimentary to the exterior color of the home and must have ACC approval prior to installation. Security Bars are not permitted.

13.13 Window Treatments: Window treatments facing a street or common area park must appear permanent and be maintained in like-new condition. Cloth, blankets, newspaper, etc. are not allowed. Window tinting is also prohibited. Use of bright, unfinished, colored, reflective, or mirrored surfaces on or behind glass is not permitted.

13.14 Holiday Lighting and Seasonal Decorations: Use of seasonal lighting will be limited in placement and in duration. Exterior seasonal lighting is permitted from late October through January 15. Use is limited to the exterior of the main home and on several exterior trees. Seasonal wreaths may be displayed but must be changed as the seasons change. All holiday wreaths must be taken down no later than 30 days after the Holiday has passed.

13.15 Wind Chimes: Wind chimes are highly discouraged. Please be sensitive to your neighbors when installing wind chimes. The Association reserves the right to ask Owners to remove wind chimes that are deemed by the Association to be a nuisance.

14. DUES

14.1 Association dues are based upon an annual budget adopted by the Board. As stated In the recorded documents, dues are payable on or before the first of each month. A late fee may be charged against Owners for any account that is not in compliance.

15. AMENDMENT

15.1 These Community Guidelines may be changed or added to by resolution of the Board.

16. PURPOSE AND CONSTRUCTION

16.1 These Community Guidelines are adopted pursuant to the Declaration and Bylaws And are intended to preserve the Community's appearance and value and to promote the Health, safety, and welfare of its residents. In no event shall these Rules and Regulations Be construed to alter or amend any provision of the Declaration or Bylaws. In case of any Conflict between these Community Guidelines and provisions of the Declaration or Bylaws, the provisions of the Declaration or Bylaws shall prevail.

17. PROCEDURE FOR VIOLATIONS

17.1 Complaints: Initial complaints of a violation of a specific rule or covenant must be Presented to the Associations Community Manager or Management Company in Written form (including e-mail and fax) and said complaint shall include specific Information as to details of the alleged violation, including date, time and identification of the complaint. The Association, acting through its Board, the Architectural Control Committee or management representative, shall verify the existence of the alleged Violation, and in its discretion, determine whether or not the complaint shows cause for Further proceedings.

17.2 1st Notice: If the Association determines that further proceedings are required, Management shall send notice of the alleged violation by regular mail to the Owner and All other known involved parties (Agent of Owner, Resident, and Tenant) stating the following information:

- a. Nature of the violation and Basis for the violation (specify applicable section).
- b. Action requested for remedy.
- c. Date by which remedy must be completed.
- d. Invitation to contact the Association if they believe they did not commit the violation.

17.3 2nd Notice: If the requested remedy has been met within a reasonable time (Not to exceed 14 days from the mailing of the first notice), no further action shall be Taken. If the requested remedy has not been completed, a second notice of violation shall Be sent to the Owner and all other known involved parties, again defining the conditions Of the violation and the requested action(s) and date(s) for remedy. This notice shall be Sent by regular mail and certified mail, return receipt requested, to any alleged violator, And to the Owner if they are not one and the same.

17.4 Further Action: If compliance has not been completed following the given Compliance date of the second notice, Management shall report the actions taken to the Association for determination of further action, which may include, but not be limited to,

- a. Fines being assessed.
- b. Seeking advice from legal counsel.
- c. Taking legal action.
- e. Taking any other action the Association deems necessary to remedy the Issue, and/or potential safety hazard.

17.5 3rd Notice: If the Association deems it necessary, a third notice will be sent out Stating the action taken by the Association. This notice shall also state that a hearing will Be provided upon request and that such a request must be received within fifteen days of The receipt of the notice. The notice shall include any other information regarding the Violation which the Association deems appropriate hearing, and any other information Regarding the violation, which the Association deems appropriate. This notice shall be sent by regular mail and by certified mail, return receipt requested, to any alleged violator, and to the Owner if they are not one and the same.

17.6 Hearing: At any scheduled hearing, the Association may consider written Or oral information produced by the alleged Violator or other interested Party. Any legal Or statutory rule of evidence or procedure shall not apply to the hearing, and the Association may restrict testimony or proceed in any manner or order, which they deem Appropriate, at their discretion. Generally, any relevant evidence may be admitted if it is The sort of evidence on which responsible persons are accustomed to rely on in the Conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil Actions. Hearsay evidence shall be sufficient in itself to support a finding. The Board shall proceed with the hearing even if the alleged Violator fails to appear, refuses to participate, or elects to not submit further information. After hearing any information, witnesses, or review of documents presented at the hearing, the Association's decision shall be made by a majority vote of the Board (or Architectural Control Committee when appropriate) members present and a brief summary of the decision, any sanctions imposed, and the effective date of any decision or sanction shall be sent by regular and certified mail to the alleged Violator and/or to the Owner, in accordance with the circumstances.

17.7 Fines Imposed: The Association is authorized to impose fines in amounts That the Association deems appropriate, provided said fines do not exceed the maximum Fines set forth herein. Each incident or each day of a continuing violation shall be Considered a separate violation for which any maximum fine may be imposed. Maximum Fines are \$25.00 for the first violation, \$50.00 for the second violation, and \$100.00 for the third violation and subsequent violations of a particular rule, unless extenuating Circumstances exist in the sole discretion of the Association. After a year without a new Violation any new violations will be considered a first violation for that specific matter.

17.8 Responsibility: Owners shall be responsible for violations committed by their Contractors, Guests, Family Members and Tenants. The Association may proceed against Both the Owner and the Agent or Tenant, simultaneously or separately, and actions against one shall not bar action against the other. The Association may contact the Police, any regulatory or licensing authorities or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Association from proceeding.

17.9 Obligations: Any fine shall be both a personal obligation of the Owner or the Violator, or both, and shall also be an assessment creating a lien, which may be recorded Against the unit and may be foreclosed as provided in the Covenants. The Association may notify any lender and/or credit agency of such obligation and lien. Additionally, the Association may bring legal action to enforce the violated provision and to recover the Fines. Any violation shall entitle the Association to recover from the Owner or Violator or Both, its reasonable attorney's fees, court costs, interest, other costs related to the violation, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.

17.10 Effectiveness: Notice of other compliance with this Rule shall not invalidate the Proceedings or any fine or sanction imposed. This Rule shall be liberally construed to Accomplish prompt, effective enforcement of the Association's Declaration, Articles of Incorporation, Bylaws, and Community Guidelines.

18. EFFECTIVE DATE

18.1 These Community Guidelines are a Governing Document adopted by Board of Directors for Midtown at Cottonwood Creek Homeowners Association on December 15, 2018.

These Guidelines shall apply to any violations occurring after the date of their adoption. The Board shall mail or hand deliver, at its choice, a copy of these Guidelines to each Owner. On resales, it is the Sellers responsibility to provide a copy of these guidelines to the Purchaser of the home.

ACKNOWLEDGEMENT. Owner/Purchaser certifies that he/she has read and fully understands each and every part of these Community Guidelines and agrees that these Guidelines are binding upon their Home.

OWNER/PURCHASER

OWNER/PURCHASER

ADDRESS

DATE

