

Pier Point Village 8 Homeowners Association
Rules and Regulations
Adopted September, 2016

The following Rules and Regulations, here-in after referred to as the “Rules and Regulations” have been created and approved by your Board of Directors to clarify and ensure a quality living environment within Pier Point Village 8. The authority is derived from Article VII, Section 4 of the amended and restated Bylaws.

1. ASSOCIATION MANAGEMENT

The Pier Point Village 8 Homeowners Association’s Board of Directors has appointed an agent for the Association (the Property Manager) to assist in handling day-to-day enforcement of these Rules and Regulations, Bylaws, Declarations and Articles of Incorporation, as requested by the Board of Directors and/or the Rule Committee.

2. EMERGENCY PROCEDURES

Fire-Police-Medical Aid: Call 911-give name, address, and nature of emergency.

3. RENTING/LEASING OF UNITS

a) Within ten (10) days after entering into a rental/lease agreement, homeowner(s) shall advise the Property Manager, in writing, of the address of the rented home, the name and telephone number of the renters, and the mailing address and telephone number of the landlord. In addition, the homeowners are required to notify the Property Manager of any changes in their address if different from the address of their home. Such notice will be required each time a change occurs. This information is extremely important in the event of an emergency.

b) Homeowners are reminded that they are liable and responsible to the Association for any and all violations of the established Rules, Regulations, and Declarations by themselves, their guest(s), visitor(s), renter(s), and pet(s). Owners will be responsible for any fines or other charges incurred as a result of the actions or negligence of their tenants.

c) Homeowners are responsible to provide each resident, renter, or lessee with a complete copy of the Association Documents and Rules and Regulations, and to stress their compliance in the same manner as if the owner(s) were residing on the premise. Any rental or lease agreement shall contain an acknowledgement that the renter has received a copy of the current Rules and Regulations, and the renter agrees to comply with the same.

4. DAMAGES

In the event that a Homeowner, their guest, or renter causes damage to common or limited common elements through their action, inaction and/or negligence, any costs associated with

repairs or replacement will be billed back to the Homeowner. Any such charge not paid within thirty (30) days will be subject to the Association's Collection Policy.

5. COMPLAINTS, WARNINGS, FINES, AND APPEAL PROCESS

A schedule of fines has been adopted by the Pier Point Village 8 Board of Directors for violations of Rules and Regulations, Declarations, and Bylaws of the Association. In addition, the Association and owners shall have all rights and remedies available under the Association's Declarations, Articles of Incorporation, Bylaws, and by law, including, without limitation, injunctive relief. Owners may be held responsible and liable for the actions of their renters and other occupants of their unit(s).

- a) Complaints involving violation(s) of the Rules and Regulations by homeowners/renters must be mailed, emailed, or faxed to the Property Manager. Complaints should include the following:
 - 1. Your name, address and phone number.
 - 2. The date and time the violation(s) was observed.
 - 3. The location where the violation(s) occurred.
 - 4. The nature of the violation(s).
 - 5. Address of the individual(s) involved.

- b) The Property Manager will mail a notice of the violation(s) to the owner of the unit and the renter of the unit.

- c) Fines:
 In the event a violation(s) of the Rules and Regulations occurs, that is subject to a fine, the homeowner/tenant will have a hearing at a regularly scheduled Board Meeting. At this hearing, the homeowner/tenant will be given the opportunity be heard before an impartial decision maker. In the event the homeowner/tenant does not attend, a default hearing will be held in their absence.

Fine Schedule:

- 1st Offense: Warning
- 2nd Offense: \$25.00
- 3rd Offense: \$50.00
- 4th and Subsequent Offense: \$100.00

If a fine is imposed, the homeowner will be given thirty (30) days to pay the fine. Any fines not paid within the thirty (30) days will be subject to the Association's Collection Policy.

6. DELINQUENCY POLICY OF MAINTENANCE FEES

The Pier Point Village 8 Homeowners Association's ability to maintain the properties depends entirely upon proper and efficient collection of maintenance fees from homeowners. Prompt

communication with the Property Manager is essential if you anticipate being late with the maintenance fee. Contact the Property Manager if a problem arises. Please review the Association's Collection Policy for additional information.

7. INSURANCE-Please refer to the Declaration of Covenants, Conditions, and Restrictions Article IX for a complete explanation.
 - a) If a Homeowner, their renter or guest causes damage to any common or limited common area which are insured under the Association's blanket policy, then the Homeowner will be responsible for the full cost of the deductible required in the blanket policy.
 - b) Except as may be approved in writing by the Board of Directors/Architectural Review Committee, nothing shall be done or kept on property within the community that might result in a material increase in the rates of insurance paid by the Association or would result in the cancellation of insurance maintained by the Association.
 - c) It is recommended that property owners obtain and keep current individual homeowner insurance; typically referred to as an "HO6" policy. Please contact your insurance provider with questions.
8. SIGNS
 - a) Only one (1) "For Sale" or "For Rent" sign, no larger than three (3) feet square may be placed in a window or directly in front of a unit. Any such signs must be removed within two weeks after closing.
 - b) Political signs may be displayed in a unit window no sooner than forty-five- (45) days prior to an election and must be removed no later than seven (7) days after the election has been held. Only one political sign per political office or ballot issue that is contested in the pending election shall be allowed. Political signs must comply with city of Aurora size limits and may not be located in the common elements.
 - c) The display of an American flag no larger than 30" x 48" on a unit owner's property, in a window of a unit, or on a balcony adjoining the unit shall be permitted if the flag is displayed in a manner consistent with the federal flag code. The display of a service flag no larger than 9" x 16" bearing a star denoting the service of the owner or occupant of the unit or a member of the owner's or occupant's immediate family, in the active or reserve military service of the United States during a time of war or armed conflict, shall be permitted on the inside of a window or door of the unit.

- d) Permitted flags that are not displayed in a window or on a door of a unit shall be flown on flagpoles or flag holders that have been approved by the ACC *prior* to installation.

9. DRIVEWAYS AND PARKING AREAS:

- a) All parking rules and restrictions apply to any vehicle(s) within the Pier Point Village 8 community, including those of visitors and guests.
- b) All garage aprons and the streets within the Association are designated fire lanes by the Aurora Fire Department. Parking in fire lanes is prohibited and vehicles in these areas are subject to towing without notice.
- c) Visitor parking areas are intended for residents' visitors only. Vehicles in non-compliance in the visitor parking areas will have a tow warning notice placed on the vehicle with a date on which the vehicle will be towed. To avoid a vehicle being towed at the vehicle owner's expense, the non-compliant vehicle must be relocated inside a garage or on S. Atchison Way. NOTE: A VEHICLE THAT HAS RECEIVED A TOW WARNING AND IS SIMPLY MOVED TO ANOTHER VISITOR AREA, WILL BE TOWED WITHOUT FURTHER NOTICE.
- d) Temporary parking passes for visitors may be obtained by contacting the management company. Visitor passes cannot exceed 30 consecutive days. To obtain a visitor pass, you must provide the start and end dates for which the pass is requested, a description of the vehicle including license plate number and state, and the Pier Point 8 resident's name and address relating to the vehicle.
- e) Recreational vehicles of all types including, but not limited to unattached trailers and boats, cannot be permanently stored in the Association drives or visitor parking. These types of vehicles can be parked within the Association for a period not to exceed twenty-four (24) hours.
- f) No commercial-type vehicles may be parked on the property. For this purpose commercial vehicles include any vehicles with advertising material affixed to its exterior and/or pickup trucks in excess of three-quarter (3/4) ton as defined by the Colorado Motor Vehicle Department. This restriction shall not apply to trucks or commercial vehicles making pick-ups or deliveries in the community. Nor shall this restriction apply to trucks or commercial vehicles which are necessary for services to residential dwellings or maintenance of the common area.

- g) All vehicles stored or parked in the community for any period of time must be properly licensed by the State of Colorado, except those vehicles belonging to visitors or guests of a resident.
- h) No abandoned or inoperative vehicles may be parked on the property. An “abandoned or inoperative vehicle” shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) days or longer. No vehicle repairs are allowed on the property with the exception of minor emergency repairs such as changing flat tires or jumping a battery.
- i) Any vehicles that have been duly tagged with a towing notice may be towed at any point after the noted grace period. Vehicles that violate the same rule within one calendar year after the original notice may be towed without further notice. Charges related to towing a vehicle are the responsibility of the vehicle’s owner.
- j) Vehicles may not be parked on the grass or in landscaping beds. Costs to repair or replace damage to beds, plant material, sod or sprinkler system may be billed back to the Homeowner. Any such costs billed to the owner not paid within thirty (30) days will be subject to the Association’s Collection Policy.

10. MAILBOXES

- a) Tampering with mailboxes is a Federal offense and will be reported to Federal Officials
- b) If your mailbox key is lost, it is your responsibility to replace it. Contact your local Post Office for instructions regarding key replacement.

11. PETS

- a) The City of Aurora’s ordinances regarding pets are enforced in the Pier Point 8. Aurora Animal Control may be contacted at 303-326-8288 by residents and the management company to achieve compliance. Animal Control ordinances are available at www.auroragov.org.
- b) The Association’s rules limit the number of pets in a residence to two (2).
- c) No livestock, poultry or animals other than common household pets (defined as a domesticated animal that is traditionally kept in the home for pleasure rather than commercial purposes) are allowed.
- d) Pets outside the residence property line must be on a leash no longer than 6’ in length and held by an individual capable of controlling the animal.

- e) Pets cannot be tethered to any stationary object in the common areas.
- f) Pet excrement must be picked up and disposed of immediately.
- g) Animals may not be bred for commercial purposes.
- h) Noise such as barking must be kept under control. Please do not leave your pet outside or in the garage when you are not home.
- i) The property owner is responsible for damage, injury or disturbance caused by a pet(s) residing in the home.

12. ARCHITECTURAL CONTROL

- a) Exterior modification projects to an owner's property, including, but not limited to, decks, patios and fences, must be submitted in writing to the Association's Architectural Review Committee and approved in writing by the Architectural Review Committee prior to the start of work.
- b) No planting of trees, shrubs or flowers is permitted in the Association's common areas without the written approval of the Architectural Review Committee. This includes the rock beds adjacent to homes.
- c) The following alterations are deemed to be approved and no request needs to be made:
 - Replacement of windows and patio doors- as long as the replacements EXACTLY match the configuration, color and style of the existing window/patio door. Windows may not be removed and replaced or partially replaced for any reason with cardboard, plastic, plywood or any other materials.
 - Replacement of an existing air conditioning unit as long as it in the same location and size as the original unit.
 - Installation of satellite dishes or cable with the following conditions:
 - 1) If possible, satellite dishes must be installed in the patio area.
 - 2) Wiring must be made to existing box.
 - 3) Wiring must be concealed as much as possible.
 - 4) No new penetrations may be made to building.
 - 5) Cables may NOT be run across roof.
 - 6) Satellite dish may be installed on the trim or eave.

- 7) Satellite dish may not be installed on the roof. Installation on roof shingles negates roof warranty. If a dish is installed on the roof the homeowner will be responsible for its immediate removal and repairs to return the roof to prior condition.
 - 8) Do NOT run cable in gutters.
- d) Steps to follow:
- 1) Request an Architectural Committee Improvement Request Form from the Property Manager or download it from the Association's website.
 - 2) Complete the form supplying the requested information. The committee will take no action on any incomplete forms.
 - 3) Include a brochure, leaflet, picture, or drawing showing what the addition/change will be. Sign and date the form, and return it to the Property Manager.
 - 4) If there are no questions or concerns, the form will be approved or disapproved, signed and dated by two persons on the committee.
 - 5) One copy of the form will be delivered to the homeowner and one copy will be put in the permanent property file.
 - 6) The homeowner will receive a reply within thirty (30) day period, or sooner.
 - 7) **AFTER** written approval has been received by the homeowner, the work may begin.
 - 8) On the date of completion, the homeowner is required to contact the Property Manager to have the work checked for compliance. Failure to have this done may result in a fine.
- e) Changes made without approval may be repaired and/or returned to acceptable standards by the Association, and the cost will be charged to the homeowner.
- f) Specific Changes: An Architectural Control form must be completed and approved **prior** to installation for each of the following changes or any other alterations you are contemplating for the exterior of your home.
1. **AIR CONDITIONERS:** Window air conditioners may not be installed protruding outside the window frame. Central air conditioners must be placed on a preformed pad that is approved by the installer.
 2. **DECKS, GATES, HAND RAILS, GRATES OVER WINDOW WELLS:** A brochure, picture, or drawing must accompany the form.
 3. **PATIO DOORS, SLIDING DOORS, FRENCH DOORS, STORM DOORS, GARAGE DOORS** (when there is ANY variation in color, style, configuration, material or other visible

difference from the existing): A picture or brochure must accompany the form. The color must be approved by the Architectural Control Committee.

4. **REPLACEMENT WINDOWS (when there is ANY variation in color, style, configuration, material or other visible difference from the existing):** A picture or brochure must accompany the form. The number of colonial grid panes in the replacement windows must be the same as the existing windows.
5. **SEASONAL DECORATIVE ITEMS:** These are permitted for a limited time surrounding the appropriate holiday. The limited time shall be no more than thirty (30) days before or after the holiday. Homeowners are responsible for any and all damages caused to the building by these decorations.
6. **DECKS:** Decks, defined as an open, unroofed, raised platform built on posts and extending from the unit, must be painted the trim color of the building unless they are a wood composite material that does not require paint or stain.

Original as installed by the Developer: The Association is responsible for all maintenance, repair and replacement including staining/painting at the Board of Directors discretion.

Modified or installed by individual homeowners: The homeowner owning the attached unit is responsible for all maintenance, repair and replacement including staining/painting with prior approval from the Board of Directors.

7. **PATIO:** The patio is define as the concrete slab surrounded by wall extending from the unit. The Association is responsible for the maintenance, repair and replacement of the patio wall. Installation of gates on the exterior access to the patio area is prohibited.

13. MISCELLANEOUS RULES

- a) Owners/occupants shall not create any situation wherein their actions or conduct, represents a nuisance or disturbance to other residents such as loud music, excessive noise, offensive behavior, etc.
- b) Garage Sales are allowed for the purpose of disposing of personal, used items, not acquired for purposes of resale. Items must be displayed inside the garage. Each unit may only host one garage sale per calendar year. All signs advertising the sale must be removed immediately upon its conclusion.
- c) Window coverings: All windows should be covered with suitable coverings that are in good condition when visible from the exterior. Reflective shades or film type window covers are specifically prohibited.

- d) Exterior lighting should not be directed in such a manner as to create an annoyance to adjoining properties.
- e) Garage doors are to remain closed except when entering, leaving or when working in the garage.
- f) Storage is not allowed on patios/decks. Acceptable items include outdoor furniture, grills, bicycles and plants. NO ITEMS MAY BE STORED IN AREAS BELOW RAISED DECKS.
- g) No unsightly articles are allowed so they are visible from adjoining units or common areas. This includes trash, building materials and other storage.
- h) Trash, secured in an appropriate container(s) (such as covered trash cans), is to be placed outside no earlier than 5:00 p.m. the day preceding pick-up.
- i) All windows must be equipped with screen and the screens must be installed and maintained in good condition by the unit owner.

14. GENERAL PROVISIONS:

- a) Failure by the Association, the Board of Directors, or any person to enforce any provisions of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
- b) 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 judgment of any court or competent jurisdiction, shall in no way affect the validity of enforceability of the remaining provisions, which shall remain in full force and effect.
- c) Unless the context provides or requires to the contrary, the use of the singular therein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
- d) The captions or sections inserted herein only as a matter of convenience of reference, and are in no way to be constructed so as to define, limit, or otherwise describe the scope of these Rules and Regulations or intent of any provision.

WITH THE RECEIPT OF THESE RULES AND REGULATIONS, THE ADDITIONS AND CHANGES WILL BE EFFECTIVE: November 1, 2016.