

Greenbrook Townhouses Association

Rules and Regulations

Effective June 1, 2018

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 Greenbrook. The authority is derived from Article VIII of the amended and restated Bylaws.

1. ASSOCIATION MANAGEMENT

The Greenbrook Townhouse 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).
- C. Homeowners are responsible to provide each resident, renter, or lessee with a complete copy of the Rules and Regulations, and to stress their compliance in the same manner as if the owner(s) were residing on the premise. The Property Manager shall provide the owner a swimming pool code and tennis court keys. Your previous pool key works for the entrance to the pool bathroom. The owner may provide those to their tenant. 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. COMPLAINTS, WARNINGS, FINES, AND APPEAL PROCESS

When there are disagreements between neighbors, remember that the Board of Directors IS NOT a police force, and cannot be responsible for the settling of disputes. In such cases, the homeowner/tenant shall contact the PAR Officer whose number is listed at the end of this document.

A schedule of fines has been adopted by the Greenbrook 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). Compliance with the standard of the complex is important for everyone to ensure a quality living environment.

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, (such as: 111 S Evanston Circle, near the gazebo, etc.)
4. The nature of the violation(s), with a description of the individual(s) involved.
5. Address of the individual(s) involved, if known.

B. The Property Manager will mail a notice of the violation(s) to the owner of the unit, the renter of the unit, the person making the complaint, and to the Board.

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 to explain why he/she should not be fined for the violation of the Rules and Regulations.

Fine Schedule:

- 1st Offense: Warning
- 2nd Offense: \$150.00
- 3rd Offense: \$175.00
- 4th and Subsequent Offense: \$200.00

If a fine is imposed, the homeowner/tenant 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.

5. DELINQUENCY POLICY OF MAINTENANCE FEES

The Greenbrook Townhouse 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.

- A. Due Date. The annual assessment as determined by the Board and as allowed for in the Declaration and Colorado statutes, shall be due and payable in monthly installments due on the first day of each month. Assessments or other charges not paid to the Association by the last day of each month shall be considered past due and delinquent.
- B. Late Charge Imposed. A monthly assessment shall be past due and delinquent if not paid by the last day of each month. The Board shall assess a late charge of twenty-five dollars (\$25.00) for that month's assessments.
- C. Collection Letters.
 - a. After an assessment, or other charge due to the Association, becomes past due on the last day of the month, a "late notice" will be mailed to the property owner who is delinquent in payment.
 - b. If payment is not received within 60 days, a "Notice of intent to create a lien letter" will be mailed to the property owner who is delinquent in payment giving 30 days to respond.
 - c. If payment is not received within 30 days of mailing the "Notice of intent to create a lien letter", the account will be sent to the Association's attorney for a lien and further collection.

- 6. INSURANCE-Please refer to the Declaration of Covenants, Conditions, and Restrictions:
Article IX: Page 22 &23 for a complete explanation.

7. COMMON AREA

The common area shall mean all real property owned by the Association. This includes, but is not limited to, shrubbery, trees, lawns, roads, driveways, sidewalks, tennis courts, clubhouse, gazebo, picnic tables, swimming pools, and the mailroom.

The use of all common area facilities is at the user's risk.

GENERAL RULES AND REGULATIONS

- A. Only one (1) "For Sale" or "For Rent" sign, no larger than three (3) feet square may be placed in a window. No signs are to be placed in landscape beds or lawns, or attached to any exterior surfaces. All realtors must remove all signs before leaving.

- B. The common areas are for the use and enjoyment of Greenbrook residents and their invited guest(s).
1. Persons who damage the common area or common properties of the Association will be charged for the repairs of all damages. Residents are asked to report to the Property Manager, any individuals observed damaging Association property. Automobiles are not permitted on lawn areas. Bicycles, tricycles, scooters, skateboards, and such wheeled vehicles are not permitted on lawns, sidewalks or driveways.
 2. All personal property, including trash, must be removed when leaving the common areas.
 3. Roadways and driveways are intended for access to the property and not for recreational use.
 4. No laundry, rugs, mats, or such items are to be hung on the patio ledges or fences.
 5. Basketball backboards are not to be erected on exterior walls or common area walls.
 6. Trash, secured in an appropriate container(s), is to be placed outside no earlier than 5:00 p.m. the day preceding pick-up.
 7. Unless specifically noted below, no advertising signs, flags, etc., shall be erected/placed on or over common property. The placement of these items will not be permitted to remain on the property.
 - a. 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 may not be larger than 36" x 48" and may not be located in the common elements.
 - b. 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.
 - c. 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.

SPECIFIC COMMON AREA FACILITIES:

A. CLUBHOUSE RULES:

1. Contact the Property Manager if you are interested in renting the clubhouse. At the time a reservation is made, a \$65.00 usage fee is charged. This fee is nonrefundable unless cancellation is made forty-eight (48) hours prior to the function date.
2. Prior to use, a \$350.00 damage deposit and a signed rental agreement will be necessary. The deposit is refundable, providing the facility is properly cleaned and there is no damage. An inspection will be done prior to rental and after each function.
3. In the event the clubhouse key is lost or misplaced, a fee will be assessed to cover the cost of re-keying the front door. This fee will be deducted from the damage deposit.
4. The Clubhouse is available to renters from 8:00 a.m. to 12:00 a.m. on the day of the rental.
5. The use of recreational facilities is not included in the rental of the Clubhouse.

B. DRIVEWAYS AND PARKING AREAS:

1. Greenbrook Townhouse unit owners/renters are not permitted to park in the guest parking areas.
2. Boats, trailers, campers or commercial vehicles shall not be parked or maintained in the community. 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.
3. All driveways in Greenbrook are fire lanes. Parking or leaving items unattended in the fire lanes for any period of time is prohibited and vehicles are subject to immediate towing, without notice, by the Association or the Aurora Police Department. The following streets are fully and entirely dedicated as fire lanes: South Granby Circle, South Granby Way, South Evanston Circle, South Fraser Way, and South Fairplay Street.
4. **MOTORCYCLES:** Owners of motorcycles are required to place a block of wood under the kickstand to prevent the creation of holes in the asphalt. The owner(s) will be responsible for the cost of repairing holes made by the kickstands.
5. **ABANDONED AND/OR INOPERABLE VEHICLES** are not permitted in the Community. The Greenbrook Townhouse Association Management Company will post only (1) towing notice with a seventy-two (72) hour grace period before towing. Such vehicles are

subject to removal or towing at the owner(s) expense. Abandoned and/or inoperable vehicles are defined as vehicles that are obviously inoperable (flat tires, wrecked, on blocks, etc., vehicles whose license/temporary plates are expired or missing, and vehicles, equipment, or materials that have not been moved for seventy-two (72) hours or more.)

Vehicles, equipment, or materials that are determined to have been abandoned, will have a towing notice posted on them, and if not removed within seventy-two (72) hours, will be towed or removed at the owner's expense. Retrieval, storage, and towing costs will be the responsibility of the owner(s). Vehicles parked in Fire Lanes may be towed immediately without notice.

Any violation thereafter, for the same vehicle, that vehicle will be towed immediately without notice at the owner's expense.

Due to corrosive and destructive nature of petroleum products, maintenance (i.e. oil changes, repairs), of any vehicle/equipment in any parking space, apron of the garage, or street is prohibited. Owners/renters found performing vehicle/equipment maintenance or repairs will be fined per occurrence. Note: Owners are financially responsible for the action of their renters.

In the event a boat, trailer, truck, camper, or commercial vehicle is parked or maintained in the community for the purpose of loading and/or unloading, the prior consent of the Property Manager must be obtained at least forty-eight (48) hours in advance of the parking or maintaining of the boat, trailer, truck, camper, or commercial vehicle in the community.

Under no circumstances may the boat, trailer, camper or commercial vehicle be allowed to remain in the community for a period to exceed eight (8) hours.

Any and all vehicles are prohibited from driving on any turf or landscape areas. Vehicles found on these areas will be towed immediately without notice at the owner(s) expense. The owner(s) will be billed for the cost to repair any damage done and may be subject to additional fees for each occurrence.

All parking rules and restrictions apply to any vehicle(s) within the Greenbrook community, including those of visitors and guests. Visitors who plan to stay longer than seventy-two (72) hour period, need to contact the Property Manager to receive a guest/visitor's pass which prevents their cars from being towed while parked in guest parking.

6. 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.

C. MAILBOXES

1. Tampering with mailboxes is a Federal offense and will be reported to Federal Officials
2. If your mailbox key is lost, it is your responsibility to replace it. Call the Hoffman Heights Post Office for instructions regarding key replacement.

D. SWIMMING POOL RULES

1. **No lifeguard is on duty. Swimmers use the facilities at their own risk.**
2. Due to Colorado State Health Regulations, infants who are not potty trained must wear swimming diapers. No infant will be allowed in the pool without properly approved diapers.
3. Only Greenbrook residents and guests are allowed in the pool. There should be no more than four (4) guests per household at one time.
4. The pool hours are 6:00 a.m. to 10:00 p.m. daily.
5. The pool is not available for private parties
6. **No minors under the age of twelve (12) are allowed in the pool unless accompanied by an adult.**
7. No pets are allowed in the pool or on the pool deck.
8. All swimmers must wear swimsuits. No cut-offs or T-shirts are permitted in the pool.
9. Alcoholic beverages, food, or glass containers are not allowed in the pool area.
10. Rubber and plastic floats, balls, etc. may be used in the pool unless they cause crowding of the pool or interference to others.
11. Wheeled play equipment is not allowed in the pool area.
12. Horseplay, running, spitting and undue splashing are not allowed in the pool area.
13. The shower and bathroom areas are to be used only for their intended purpose.

14. The gate to the pool must remain locked at all times.
15. Climbing over or sitting on the enclosure fence is prohibited.

16. Any resident and/or guests using the pool **MAY NOT** open the gate for someone who does not have their own code.

17. Swimmers shall be responsible for any damage they cause to any community owned facility and/or equipment. Littering is not permitted.

18. Codes will only be issued to owners. Owners may give the codes to their tenants. Codes may be deactivated for delinquent accounts and/or violation of pool rules.

Failure to comply with any of the above rules shall result in a fine or loss of pool privileges.

E. TENNIS COURT RULES

1. Only Greenbrook residents and their guests are permitted to use the tennis courts. Households are limited to four (4) guests and any one time. A tennis court key can be obtained from the Property Manager.

2. Only tennis shoes or athletic shoes which do not mark the surface are allowed on the courts.

3. The gate is to be closed and locked at all times.

4. No minor under the age of twelve (12) is allowed to use the courts unless accompanied by an adult.

5. No pets are allowed in the tennis court areas.

6. No wheeled devices, strollers, bicycles, roller blades, skateboards, scooters, etc., are allowed in the tennis court areas.

7. Tennis court usage hours are 7:00 a.m. until dusk.

8. A \$25.00 fee shall be charged for the replacement of a lost key.

Failure to comply with any of the above rules shall result in a fine or loss of tennis court privileges.

8. ARCHITECTURAL CONTROL

- A. Architectural Control approval is required prior to any exterior changes.

- B. No alterations, additions, or repairs may be made to common areas or exteriors of units without written permission from the Architectural Control Committee. Changes undertaken without prior approval will be subject to fines and possible legal action.
1. Steps to follow:
- a. Pick up an Architectural Control form from the proper file in the mailroom.
 - b. Complete the form supplying the requested information. Any incomplete forms will be returned through U.S. mail with no action by the committee.
 - c. Include a brochure, leaflet, picture, or drawing showing what the addition/change will be. Sign and date the form, and put it in the drop box located in the mailroom.
 - d. This form will be picked up by the Architectural Control chairperson and reviewed by the committee.
 - e. If there are no questions or concerns, the form will be approved or disapproved, signed and dated by two persons on the committee.
 - f. One copy of the form will be delivered to the homeowner.
 - g. The original and attachments will be sent to the Property Manager. This will be put in the permanent property file.
 - h. The homeowner will receive a reply within thirty (30) day period, or sooner.
 - i. **AFTER** written approval has been received by the homeowner, the work may begin.
 - j. On the date of completion, the homeowner is required to contact the Architectural Control chairperson to have the work checked for compliance. Failure to have this done may result in a fine. (Contact the Property Manager for the name of the Architectural Control Chairperson.)
- C. Damage to the unit exteriors or common area caused by individual action will be repaired and/or returned to acceptable standards by the Association, and the cost will be charged to the homeowner.
- D. 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 hanging over a common area. Central air conditioners must be placed on a preformed pad that is approved by the installer.
 2. **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:** A picture or brochure must accompany the form. No wood or aluminum doors are allowed. The color must be approved by the Architectural Control Committee.
 4. **REPLACEMENT WINDOWS:** 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. The casements must be white.
 5. **SATELLITE DISHES:** Satellite dishes or cable may be installed without further approval from the Association as long as the installation complies with the following guidelines:
 - a. Wiring must be made to existing box in rear of residence, by garage.
 - b. Wiring must be concealed as much as possible. No new penetrations may be made to building.
 - c. Cables may NOT be run across roof.
 - d. Satellite dish must be installed on the trim or eave.
 - e. 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.
 - f. Do NOT run cable in gutters as damage can occur during gutter cleaning.
 6. **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.
9. CONTROL OF PETS
1. Household pets, as defined by local municipal codes, may be kept as long as they do not become a nuisance, are cleaned up after, are on a leash at all times while in common areas,

- and are not used for commercial purposes. The Association allows no more than three (3) pets per household.
2. Rules and Regulations established by the County of Arapahoe or the City of Aurora, must be strictly adhered to by an owner or person having control of an animal.
 3. Pets, when outside the residence, will be on hand-controlled leashes.
 4. No animal may be leashed or confined to any stationary object on or in the common area, or have access to the common area while unleashed.
 5. Pet feces on the common area shall be removed immediately by the person having control of the pet. Please use your own bags for this purpose.
 6. Owners will be responsible for pets that damage shrubs, trees, grass, ground cover, or exterior of buildings. Owners will be charged for replacement, including materials and labor charges.
 7. Pets are not permitted in the swimming pool or tennis court areas.
 8. Pet owners are responsible for any property damage, injury, or disturbance their pets may cause or inflict.
 9. Residents observing uncontrolled pets are urged to call the Aurora Animal Care Division. The phone number is 303-326-8288.
 10. Owners are reminded that pet violations are subject to fines just like any other violations in these Rules and Regulations.
10. MISCELLANEOUS RULES
1. 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. Homeowners observing such action should contact the PAR officer.
 2. Owners are responsible for informing their renters of the Rules and Regulations. Failure of a renter to abide by Greenbrook Association Rules and Regulations will cause the owner to provide restitution to the Association.
 3. No commercial or private business use may be made of the common area.
 4. Garage Sales: Signs advertising a garage sale must be removed immediately at the end of the sale.

11. 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: June 1, 2018

AURORA CONTACT NUMBERS FOR SELCTED DEPARTMENTS
IN THE CITY OF AURORA

EMERGENCY – 911

POLICE – NON EMERGENCY (303-365-2844)

(This is the direct line to APD Dispatch call takers)

POLICE – GENERAL INFORMATION (303 739-6050)

PAR OFFICER (303-739-6338)

(Police Area Representative)

ACCESS AURORA (303-739-7000)

(General city information, assistance and complaints line, for all city departments and officers)

PARKING CONTROL OFFICER..... (303-739-1829)

(Voicemail, checked once per day)

PARKING CONTROL OFFICER..... (303-739-6375)

(Voicemail, checked once per day)

**GREENBROOK TOWNHOUSE ASSOCIATION
COMMITTEES AND RESPONSIBILITIES**

The committees described below work, under the oversight of the Board of Directors, to study issues, and projects related to the management of the Association, presenting their findings and recommendations to the Board at monthly meetings. All committees welcome and encourage homeowners, who are not members of the Board, to consider joining a committee. For information on committee vacancies, contact the Committee Chairperson.

1. **The Buildings and Grounds/Architectural Committee** is responsible to work with the Management Company Property Manager to:
 - A. Walk the properties as needed to assess the status of the grounds and residences, reporting their findings to the Board at its regular monthly meeting.
 - B. Check on and evaluate the work of contractors hired by the Board at its regular monthly meetings.
 - C. Study all bids obtained by the Property Manager including those for special projects, and present them to the Board with their recommendations. Once the Board has accepted a bid, the committee shall work with the Property Manager to assess the quality of the work in progress, keeping the Board informed of the status of the job and the quality of the workmanship.
 - D. Assist in the review of individual requests by homeowners to make additions or change to the exterior of their individual units.

2. **The Finance Committee** is responsible for working with the Treasurer and the Property Manager to:
 - A. Review the monthly finance reports prior to the Treasurer's report to the Board at its regular meetings.
 - B. Oversee the investment portfolio of the Association to assure that the monies are safely invested, provide adequate return, and allow for necessary liquidity.
 - C. Review the insurance policies of the Association to assure adequate coverage.
 - D. Work with the Property Manager to develop the annual budget of the Association.

3. **The Nominating Committee** is responsible for:
 - A. Seeking qualified candidates to run for the vacant Board positions, which need to be filled at the Association's annual meeting.
 - B. Seeking qualified candidates to be considered for appointments to Board vacancies which occur, for whatever reason, between Annual Meetings of the Association.
 - C. Reviewing resumes, if available, which are submitted by candidates desiring to run for a position on the Board of Directors. Where questions arise, committee members will seek clarification and/or additional information from candidates if needed. When the review process is complete, the committee will inform candidates of the results.
 - D. The Vice President of the Board chairs the Nominating Committee.