

# **GLEN COVE**

## **OWNERS' ASSOCIATION**

### **POLICIES, RULES AND REGULATIONS**

The major policies, rules and regulations adopted by the Executive Board of the Glen Cove Owners' Association, pursuant to the authority granted in the Colorado Common Interest Ownership Act, and in the Associations By-Laws and Declarations, which are in force and effect as of 01 December, 1998 (amended Sept 08, 2004).

***ALL OWNERS AND NON-OWNER OCCUPANTS, GUESTS, RENTERS AND EMPLOYEES SHALL COMPLY WITH THESE RULES AND REGULATIONS.***

1. **Fires** - No exterior fires are permitted on the Common Area. Only natural gas or propane grills may be used on any deck; charcoal grills may be used only on the paved concrete or asphalt surfaces appurtenant to the unit.
2. **Storage** - No storage of any kind shall be allowed outside a Home. The placing of a shed of any kind on the Common Area is prohibited. Owners must keep any appurtenant porch, patio, deck, stairs, walkway and driveway in a safe, clean, orderly and sanitary condition. It is permitted for a resident to keep traditional deck furniture and appropriate grills on decks or patios without prior approval of the Executive Board. Trash cans shall be put outside no sooner than 6:00 pm the night before pickup and removed the next day.
3. **Home Improvements** - No owner shall construct any structure or improvement, or make any structural or design change, either temporary or permanent, to the exterior of a Home without first obtaining written consent from the Executive Board and the appropriate Summit County government agencies. Any requested improvements must be submitted to the Executive Board for approval in sketch and descriptive form.
4. **Damage or Alteration to Common Area** - Any damage or waste of the Common Area, or common personal property, caused by an Owner, guest, tenant, or invitee of an Owner, shall be repaired at the expense of that Owner. No modification or alteration to Common Area is permitted without written permission of the Executive Board. Due consideration shall be given to the reasonable establishment lawns and gardens, hanging flags, addresses or name plates, storm doors, and small satellite dishes. However, all ~~must~~ require written Board approval.
5. **Parking and traffic**- This section applies to all areas of Glen Cove except garages. Parking is only for owners and tenants, and their guests, and the management company. Non-resident owners (other than second home owners and their guests) are not allowed to park on the property other than for the tending to the management of their unit or management of Glen Cove. Vehicles shall be parked only within the designated areas, which consist of the parking space directly in front of each Home's garage, and the paved guest parking areas. Vehicles parked in driveways shall be centered so as to not impede access to a vehicle in an adjacent driveway. No vehicles are permitted off the paved portions of Glen Cove except that vehicles may be parked in the graveled area between the playground and Glen Cove Drive. No vehicle shall be parked on the streets of Glen Cove. No vehicle shall be parked in a manner that it extends in to the street. No vehicle shall be parked in a manner that it occupies more than one parking place. No vehicle shall be parked that is over 22 feet in length or 7500 pounds gross vehicle weight. No motorbike, motorcycle, bicycle, recreation vehicle, motor home, camper, trailer, boat, tractor, snowplow, snowmobile, any inoperable vehicle, or any type of equipment, shall be parked or stored in Glen Cove. However, with written Board approval an oversize moving vehicle or moving trailer may be allowed 72 hours. The only trucks permitted are pickup trucks not exceeding the size or rating of a Ford F350, or a General Motors 3500 or a Dodge Ram 3500. No vehicles that require a commercial license are allowed. No vehicles with any type of commercial or industrial attachments, including but not limited to hydraulic lifts, booms, hoists, forklifts, truck beds or boxes or equipment wider than 84 inches, snowplows, mixers or outriggers are permitted to be parked outside of garages. Pickup trucks carrying a camper wider than 84 inches shall not be parked anywhere but the unit's driveway or garage. Any traffic flow markings and signs regulating traffic or parking in Glen Cove shall be strictly observed. No vehicle shall be parked in guest parking for more than 7 days between uses. Vehicles with "For Sale" signs shall not be parked anywhere other than the homes driveway or garage. No unlicensed motorized vehicles are permitted to be operated anywhere in Glen Cove. No more than one resident vehicle per unit may be parked in guest parking at any time. No vehicle with damage considered severe or unsightly by the Board, is permitted to park in Glen Cove. Vehicles in violation of the Rules will be fined and/or towed at the Home Owner's or vehicle owner's expense. Any vehicle considered to be blocking a street may be towed without warning. Any vehicle blocking a unit driveway may be towed without warning if requested by the owner of that unit. All other parking violations shall incur a 48-hour notice of the intent to tow at the owner's expense. A vehicle that has been tagged previously for a violation may be towed without further notice if found in violation a second time. All expenses incurred from towing shall be charged to the offending vehicle owner, or to the owner of the Glen Cove home to which the vehicle owner resides or has visited. The Board of Directors reserves the right to make that determination. The Board at its discretion may invoke the fine system if towing is not feasible. Service vehicles actively engaged in the repair of a home are exempt (for up to 24 hours) from the size and equipment restrictions.

6. **Access** - Walkways, stairways, driveways, entrances and passageways shall not be obstructed or used for any purpose other than ingress and egress. Personal property or pets shall not be left on the Common Area.

7. **Signage** - No signs, billboards, poster boards, or advertising structure of any kind (with exclusion of the project name and management company name), shall be erected or maintained for any purpose whatsoever outside of a Home. Any real estate sign, including "For Sale By Owner", "For Rent", or similar shall be placed inside the window of a Home and shall not exceed four (4) square feet. Any such permitted signs shall still require the written approval of the Executive Board.

8. **Pets** - Dogs, cats or customary household birds may be kept on the Property, but shall not exceed one (1) dog and one (1) cat per Home. An exception may be permitted up to two (2) dogs depending on size and breed, or two (2) cats per Home provided written permission is first obtained from the Executive Board. All animal control regulations enacted by the County of Summit, State of Colorado apply. All pets or other animals outside of a home must be on a leash and under direct supervision and control of the Home Owner.

In addition it is prohibited:

- a. for Tenants, or Residents other than the Home Owner, to keep pets or other animals on the property.
- b. to allow continued barking or other noises from animals, either inside or outside of a Home.
- c. to allow pets or other animals to be unaccompanied on the premises outside of a Home.
- d. to allow the keeping of any wild animal anywhere on the property.
- e. to allow the breeding of any animals on the property.
- f. to allow any pet to defecate or urinate in the Common Areas or elsewhere where such excrement may be a hazard or annoyance to other owners or tenants. All pet refuse or waste shall be promptly picked up by the Owner and discarded in with the Owner's regular garbage.
- g. no pets permitted on the play ground at any time except an owner may cross the play ground with a pet on a leash to access the open space or to return.

9. **Rental and Use Restrictions** - A Home may be used for residential purposes only and may be leased for terms of not less than six (6) months. Prior to occupancy of a Home by any Tenant, a copy of the lease shall be filed with the Property Manager. It is the Owner's responsibility to ensure their Tenants, and any Tenant guests, are made aware of the Association's Rules and Regulations. Any violations by Tenants shall become violations enforceable against the Home Owner. It is prohibited to conduct any trade, business, profession or employment (other than a home occupation as may be permitted under the applicable zoning laws), or the use of the Home for a boarding house. There shall be no businesses that have walk up or drive up customers.

10. **Assessments** - Periodic Assessments ("monthly dues") are required by the first day of every month, with a fifteen (15) day grace period allowed before late charges are applied. Any delinquencies after the grace period shall be fined a twenty-dollar (\$20) late fee per month late, and shall accumulate interest at the rate of eighteen percent (18%) per annum, retroactive to the first of the month. Special Assessments shall be subject to the same grace period following the due date(s), late fees and interest charges.

11. **Enforcement of Rules and Regulations** - The Executive Board adopts a schedule of charges for violation of these Rules and Regulations, the Bylaws or the Declaration of Covenants, Conditions and Restrictions. All fees, charges, and penalties imposed by the Board and costs, including Attorneys fees, incurred by the Association in enforcing the Rules and Regulations shall be considered assessments enforceable against Homes and Home Owners pursuant to these Rules and Regulations and the Bylaws and the Declaration of Covenants, Conditions and Restrictions for the Glen Cove Homes. The Executive Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the Bylaws, or the Declaration including assessment of charges and penalties, the filing of a lien, the filing of an action for injunction or money judgment, or filing of a suit for unlawful detainer. Unless as otherwise stated herein, all violations shall be dealt with as set forth below:

***First offense:***

Once a violation is observed or reported and verified, a written warning will be sent to the owner informing them of the violation and giving an opportunity to correct the violation within a specified period of time - not more than ten (10) days.

***Second offense, or uncorrected violation:***

A further written notice will be sent informing the owner of the right to request a hearing, and of the intent to immediately impose a fine in the amount of \$50.00. If an owner requests the hearing, the Association will establish a date, time, and location of the hearing and invite the owner to produce any

statement, evidence, **and/or** witness on **his/her** behalf. However, the Association will be under no obligation to conduct a hearing if the owner does not request one within the specified time frame.

***Third offense, or violation remaining uncorrected:***

If a third similar offense occurs, **or** the violation remains uncorrected for a further ten (10) days beyond date of the written notice of the "2<sup>nd</sup> offense" fine, another written notice shall be sent immediately imposing a fine of \$100. Within ten (10) days of the date of this, the owner may request an additional hearing, however, the Association is under no obligation to conduct a hearing if the owner does not request one.

***Final notice and legal action:***

If the violation remains uncorrected, or another similar offense committed, a final **written** notice will be sent immediately imposing an additional fine of \$100 per day until the violation is corrected. No hearing will be permitted, however, upon the Association's approval the matter will be turned over to the Association's attorney and that owner shall be responsible for all attorney fees, interest, fines and any other fees associated with collection proceedings.

***Exception 1:*** in addition to, or in place of, these fines, parking violations shall incur a 48-hour notice of the intent to tow or remove at the owner's expense.

***Exception 2:*** In addition to, or in place of, these fines, the Executive Board or its assignee, may, following the Second Offense Notice, remove, at the expense on the defaulting owner, any structure, thing or **condition** on the exterior of any unit that may be in breach of these Rules and Regulations, without being deemed guilty in any manner of trespass or any other civil or legal violation.

***Hearing and fines:*** Hearing's may be held "in person" or via telephone, or a combination thereof. Failure of the owner to request a hearing, or appear at the scheduled hearing, will be considered an admission of guilt of the violation and will result in immediate assessment of the fine. Additionally, the Association may invoke other remedies as permitted in these Rules or the Declaration. Any fines shall be added to the next periodic assessment and shall become due and payable accordingly.

***Hearing Committee:*** The Board of Directors will act as, or appoint, a Hearing Committee, which will serve until removed by the Board or resignation of a Committee member. Hearing Committee owners must be members of the Association in good standing (all assessments current and not involved in disciplinary action against, or from, the Association). A Committee of up to five (5) members may be appointed, however quorum of three (3) members may conduct the hearing. The Hearing Committee will select a Chairman and Secretary. A majority vote of a quorum of the Committee will be required to make any decisions concerning assessment of fines or other remedial action. When notified by the managing agent or Board of Directors of the need for a hearing, the Chairman will schedule a hearing as soon as possible, but in any event no longer than fifteen (15) days after notification of the need for a hearing. Any person having a right to Notice and Hearing shall have the right to appeal a decision by the Committee. Written notice of the request of appeal must be filed within 10 days of being notified of the decision. The Committee shall conduct a further Hearing within **30** days.

12. Amendment - These Rules and Regulations may be amended at any time by The Executive Board.

The undersigned President and Secretary certify that the foregoing Policies, Rules and Regulations, as amended by resolution of the Executive Board dated September 08, 2004, are true and correct as approved by the Executive Board.

Steven J Beck  
President Name

Steven Beck  
President Signature

Attest:

Jason M. Muehlefeld  
Secretary Name  
[Signature]  
Secretary Signature