

HAMPDEN HILLS AT AURORA HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

WHEREAS, the Declaration of Covenants, Conditions & Restrictions for Cinnamon Village II, recorded in the Office of the Arapahoe County Clerk and Recorder on November 10, 1980 in Book 3315 page 716 and, those certain By-Laws for Hampden Hills at Aurora Homeowners Association, provide that the Board of Directors of Hampden Hills at Aurora Homeowners Association (the "Association") may establish such Rules and Regulations as may be necessary for the operation, use, occupancy and enjoyment of the Common Area at Cinnamon Village II,

WHEREAS, the Board of Directors ("Board") of the Association desires to establish, adopt and enforce the following Rules and Regulations of the Association, to be effective as of the date hereinafter stated, and as of such date, to supersede any and all Rules and Regulations previously adopted by the Board;

NOW THEREFORE, effective as of this 1st day of May 2016, the Board hereby establishes, makes and adopts the following provisions as and to be the Rules and Regulations of the Association:

1 FINES and PENALTIES

- a. In the event of a violation hereof, a fine/penalty shall be assessed as follows:
 - (I) First Offense/Violation: Written Notice/Warning Letter to Lot Owner.
 - (II) Second Offense/Violation: \$50.00 Fine assessed against Lot Owner.
 - (III) Third Offense/Violation: \$100.00 Fine assessed against Lot Owner.
 - (IV) Fourth and Subsequent Offense(s)/Violation(s): \$200.00 Fine assessed against Lot Owner.

2 MOTOR VEHICLES / PARKING and MAINTENANCE

- a. Inoperative, Unused, Unregistered or Abandoned Vehicles: No inoperative, unused, or abandoned vehicle shall be stored, parked, maintained or kept upon any part of the Project, including any legal residential street, alley or way of access within the Project. "Inoperative, abandoned, unregistered or unused vehicle" shall mean any automobile, truck, motorcycle, motorbike, which has not been driven under its own propulsion or has not been moved outside of the Project for a period of two (2) weeks or longer; or is not legally and currently registered. Inoperative, abandoned, unregistered or unused vehicles shall be subject to

ticketing and/or towing, at owner's expense as provided herein or by applicable law.

- b. Recreation or Commercial Vehicles: No commercial or recreational vehicles, including but not limited to, trucks, trailers, mobile homes, detached camper units, utility and boat trailers, snowmobiles, race cars, watercraft or house trailers shall be parked, kept, stored or maintained on any Common Area of the Project, including any residential street, alley or way of access within the Project, nor shall it be parked, kept maintained or stored on any lot in such a manner that it is visible from any lot, the common area, or any roadway with the Project. Vehicles in violation hereof shall be subject to ticketing and/or towing, at owner's expense, as provided herein or by applicable law.
- c. No automotive maintenance, mechanical, body or engine work, overhauling or similar automotive repair work for commercial and/or business purposes shall be performed in any portion of the Project. Only minor automotive maintenance and upkeep of a Resident's private vehicle not to exceed two hours (120 minutes), may be performed on any legal residential street, alley or way of access within the Project. In all such cases, no automotive maintenance or repair work shall be conducted or carried on with the Project so as to become an annoyance, nuisance, eyesore or hazard.
- d. Allotted Spaces:
 - (I) No more than two (2) vehicles per unit may be parked on any part of the Project, including any legal residential street, alley or way of access with the Project. Units with more than two vehicles must park the excess vehicles off the Project premises.
 - (II) Each unit of the Project shall have one (1) designated parking space in the parking area. The designated parking space shall be for the exclusive use of the unit to which assigned. Unauthorized vehicles parked in designated parking spaces shall be subject to IMMEDIATE towing at the vehicle owner's expense as provided herein or by applicable law.
 - (III) Each unit shall be issued one (1) Visitor's Pass. This pass will be numbered and identifiable to the Board as to the unit issued. This pass must be displayed by hanging it from the rear view mirror on any vehicle remaining on the premises after midnight. Any vehicle not displaying a Visitor's Pass is subject to towing at the vehicle owner's expense. If a Visitor's Pass is lost, the unit owner is subject to a \$50.00 fee for a replacement.
 - (IV) Undesignated parking spaces in parking areas shall be available for overflow and Visitor parking.
 - (V) All provisions of subsections a, b and c applies to all vehicles and all parking spaces for the Project whether designated or undesignated.

- (1) OFFENSE/VIOLATION: If a vehicle in violation of paragraphs 2(a), 2(b) or 2(c) hereof is not removed within seventy-two (72) hours after notice of Intent to Tow, the Association shall be entitled to tow the subject vehicle and the lot owner and vehicle owner (if different) shall be jointly and severally libel for all expenses, costs and fees incurred in such towing and/or storage. Notice of Intent to Tow may be made by either posting on said vehicle or via U.S. mail.

Vehicles in violation of paragraph 2(b) may be towed IMMEDIATELY. A towing contract has been established with MAXX Auto Recovery. Should an unauthorized vehicle park in an assigned space, the Homeowner can call MAXX Auto Recovery at 303-295-6353 and have the vehicle towed immediately. The towing company will need to see the parking permit and a form of ID with the address on it. The owner of the towed vehicle is responsible for the tow charge.

In the event of a violation hereof, a Fine/Penalty shall be assessed as follows:

Violation of paragraphs 2(a), 2(b) or 2(c):

- (V)First Offense/Violation: Written Notice/Warning Letter to Lot Owner.
- (VI)Second Offense/Violation: \$50.00 Fine assessed against Lot Owner.
- (VII)Third Offense/Violation: \$100.00 Fine assessed against Lot Over
- (VIII)Fourth and Subsequent Offense(s)/Violation(s): \$200.00 Fine assessed Against Lot Owner.