

HAMPDEN HILLS AT AURORA HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
ADOPTED 5-16-17

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 June 2017, the Board hereby establishes, makes and adopts the following provisions as and to be the Rules and Regulations of the Association:

Rules are adopted from the Association Declaration of Covenants. You are encouraged to review the Declaration of Covenants for more information.

Homeowner Easement – The homeowner easement is defined as a five foot easement in front of the property typically located on the set back side of the front door.

1) Compliance with Zoning.

- a) All Residences shall be used primarily for residential purposes only and shall not be used for any business, manufacturing or commercial purpose; provided, however, if the appropriate zoning so allows, an Owner may use a specifically designated portion of the Owner’s Residence as a home business office.

2) House Pets.

- a) No animals, livestock, poultry or bees of any kind shall be raised, bred, kept or boarded on the Common Area or any Lot, except that one dog, one cat or one other household pet may be kept on any Lot

- b) While in the common areas, pets are kept leashed and under on Owner's control at all times.
- c) Each Owner of a pet shall be responsible for clean-up and removal of excrement from the Common Area immediately.

3) Signs, Use of Lots and Flags.

- a) Signs may only be placed in the **Homeowner Easement**
- b) No advertising signs, billboards, unsightly objects or nuisances shall be placed, erected or permitted to remain on any Lot except for "Beware of Dog" which may be affixed to the fence in a visible manner.
- c) During an election, one sign per measure is permissible. Sign(s) may not be more than 5 square feet. Signs may be installed 40 days in advance of the election and removed 10 after such election.
- d) Lots shall not be used in any way or for any purpose which may endanger the health, safety or life of any person or which may unreasonably disturb the other Owners.
- e) Notwithstanding the foregoing, it shall be permissible and proper for an Owner to place upon such Owner's Lot and to allow to remain thereon for a reasonable length of time one sign, at any one time, of not more than five square feet, advertising that such Lot is "For Sale" or "For Rent";
- f) Flags post brackets may be affixed to the property or the fence provided they do not interfere with the pedestrian right of way. All flags and other such décor are subject to Architectural review
- g) United States flags may be displayed in accordance with the Federal Flag Flying code.
- h) The Board or Architectural Review Committee, or the agent of either, may summarily remove and destroy any unauthorized sign, advertising, billboard, unsightly object or nuisance.

4) Visible Objects and Window Sun Screening.

- a) Window décor and window objects viewable from the community shall be kept in good condition and not fall into unsightly disrepair.

- b) All clotheslines, basketball backboards, equipment, garbage and trash containers, woodpiles and storage piles shall be all times kept screened by adequate planting or fencing so as to conceal them from public view.
- c) All silver foil or other sun screening material utilized on exterior windows of a Residence shall be subject to prior approval by the Board or the Architectural Review Committee.
- d) Window air conditioners may only be installed on the patio side of the home and must be screened whenever possible. Window air conditioners may be installed in this location provided it is installed with materials in good condition that do not detract from the appearance of the community. Plywood and other wood materials are not allowed.
- e) Swamp coolers and central air may only be installed within the fenced yard on a proper pad on the ground without architectural approval. Swamp coolers and air conditioners are explicitly restricted from the roofs.

5) Planting and Rear Yards.

- a) Except in any individual fenced yard or patio areas appurtenant to the Residence (See Homeowner Easements), no planting or gardening shall be done.
- b) Any planting done in the homeowner easement is to be maintained by the homeowner and shall not fall into unsightly disrepair. Such area must be kept free of weeds and cannot be overgrown.
- c) Should plantings in the **Homeowner Easement** fall into disrepair in the opinion of the Architectural Review Committee, the area will be restored to original condition by the Association and the cost will be assessed back to the homeowner.
- d) No fences, hedges or walls shall be erected, or maintained up the Common Area, the Side Yard fences, the Common Fences or upon the Lots.
- e) Rear yards are to be kept free of weeds and pet waste. Rear lots should be regularly mowed and kept in a condition that does not detract from the community aesthetics.
- f) Items in the rear yard should be kept in good repair.
- g) Vegetation in the rear yard must be maintained in a manner that does not interfere with common area or other owner's property.

6) Patios.

- a) Maintenance, upkeep, repairs and replacement of yards and patios shall be the sole responsibility of the Owner of the specific Lot to which a patio or a Patio Easement Area is appurtenant, and shall not in any manner be the responsibility of the Association.
- b) Wood steps and porches are to be maintained by the homeowner
- c) Any exterior modifications, once approved by the Architectural Review Committee, are to be maintained by the owner. New owners assume the maintenance repair and replacement of exterior modifications.

7) Utilities Within Lots.

- a) All utilities and related equipment installed within or located on a Lot commencing at a point where the utility lines, pipes, wires, conduits, systems or other related equipment enters the Lot shall be maintained and kept in repair by the Owner of the Lot.
- b) Notwithstanding the foregoing, no Owner shall do any act that will unreasonably impair the ability of any other Owner to maintain and repair the utilities and related equipment installed within such other Owner's Lot.

8) Antennas.

- a) Without prior written approval of the Board or Architectural Review Committee, no exterior television, radio or other communication antennas, aerials or microwave dishes of any type shall be placed, allowed or maintained upon any portion of the Residence, Side yard Fences, Common Fences or Lots.

9) Use of Common Area.

- a) There shall be no unreasonable obstruction of the Common Area by any Owner
- b) No personal property shall be kept or stored on any part of the Common Area by any Owner without the approval of the Association.
- c) Nothing shall be altered on, constructed in or removed from the Common Area by any Owner without the approval of the Association.

10) Nuisances.

- a) No noxious or offensive activity shall be carried on upon any Lot
- b) No noxious or offensive activity shall be carried on upon Side Yard Fence, Common Fence or Common Area
- c) No activity shall be tolerated thereon which may be, or may become, an annoyance or nuisance to the Owners of other Lots including disruptive discourse and behaviors

11) Refuse.

- a) All rubbish, trash, garbage and other refuse shall be regularly removed from the Lots and shall neither be allowed to accumulate thereon nor be burned in outside incinerators, barbeque pits or the like.
- b) All containers or other equipment for the storage or disposal of rubbish, trash, garbage or other refuse shall be kept in a clean, sanitary condition and shall be screened by adequate planting or fencing so as to conceal them from public view.
- c) The Board or Architectural Review Committee, or the designated representative of either, shall, upon prior notice to an Owner to remove any rubbish, trash garbage or other refuse from such Owner's Lot and upon such Owners' failure to so remove, have the right at any reasonable time to enter upon such Lot and to remove any such rubbish, trash, garbage or other refuse at the sole expense of the Owner of such Lot.

12) Drainage.

- a) All Owners shall leave all drainage areas and easements, including swales, constructed on the Lots and on other portions of the Property in the state originally fixed.
- b) Owners may be permitted to modify the drainage areas on his Lot upon receiving written approval therefor from the Board or the Architectural Review Committee.
- c) Any Owner who in any way modifies such drainage areas without such consent shall be subject to the restoration by the Association at the owners expense.

13) Lighting.

- a) Each home has one front porch light. The Residence Owner shall be responsible for all of the maintenance, repair, replacement and utility charges for the light.

14) Fences

- a) Side Yard Fences - Repair and Maintenance. Each Side Yard Fence Owner shall be responsible for maintaining and repairing such Owner's Side Yard Fence in a manner which is acceptable to the Board or the Architectural Review Committee
- b) In the event that any Side Yard Fence Owner fails to meet such duties and obligation, the Association, upon its own initiative or upon request of the Architectural Review Committee, shall have the right after giving thirty (30) days prior written notice to such Side Yard Fence Owner of such failure, to take such action as is reasonably deemed necessary to repair, maintain or rebuild such Owner's Side Yard Fence and the cost shall be assessed to the owner of the Lot.
- c) Common Fences – Repair and Maintenance. The costs of repairing, maintaining and rebuilding **Common Fences** shall be the responsibility of the Common Fence Owners who make use of such Fences in proportion to each such Owner's use thereof.
- d) If any Common Fence Owner shall fail to maintain his Common Fence in a condition which is acceptable to the Board or the Architectural Review Committee, the Association, on its own initiative or upon the request of the Architectural Review Committee, shall have the right, after giving thirty (30) days prior written notice to such Common Fence Owner or Owners of such failure, to take such action as is reasonably deemed necessary to repair, maintain or rebuild any such Common Fence and shall assess the cost to the owner(s) of the Lots

15) Negligent or Willful Acts.

- a) Any Owner, who by such Owner's negligent or willful acts causes a Side Yard Fence or Common Fence to be damaged shall bear the whole cost of repair, maintenance or rebuilding of any such fence and the cost shall be added to and become part of the assessment to which such Lot is subject.

16) Special Exterior Walls and Patio Easements

- a) Special Exterior Walls and Patio Easements. Each Residence shall contain one windowless exterior wall (the “Special Exterior Wall”) which shall face an Adjacent Lot (“Adjacent Lot”).

17) Patio and Repair Easements.

- a) Each Owner of a residence shall have an easement on the property surrounding an Adjacent Owner’s Residence, whether the same is located on such other Owner’s Lot,
- b) The easement is for the purpose of temporarily utilizing ladders and such other equipment as may be required to repair any Special Exterior Wall or other exterior wall of a Residence.
- c) Such easement shall be of a temporary nature and shall exist only for such reasonable period of time as is required to make such repairs or perform such maintenance.
- d) Such temporary easement shall extend onto such other Owner’s Lot, perpetual easement or the Common Area for only such distance as is reasonably required to undertake and perform such repair and maintenance work.
- e) The Owner of the Residence containing the Special Exterior Wall shall have the right at all reasonable times to enter the Patio Easement Area and such other portion of the Adjacent Lot as is reasonably necessary for the purpose of repairing, maintaining or restoring the Special Exterior Wall; provided, however, that such access shall be permitted only at a reasonable times during daylight hours and with the prior knowledge of the Owner of the Adjacent Lot.

18) Restrictions on Owner of Adjacent Lot.

- a) The Owner of the Adjacent Lot shall avoid any action which shall in any way restrict the use of the Special Exterior Wall by its Owner including, but not limited to, refraining from attaching any objects to such Wall, such as wires, trellises and plantings; defacing the Wall in any manner; placing graphics or other design work (whether painted or otherwise) on the Special Exterior Wall; or using the Wall as a playing surface for any sport.
- b) The Owner of the Residence containing the Special Exterior Wall shall similarly be prohibited from attaching anything to such Wall or from altering it in any way other than painting the Wall in such manner as shall be approved by the Board or the Architectural Review Committee. Additionally, the Owner of such Residence shall not make any openings for windows or otherwise on such Wall and shall take no other

action, except as specifically contemplated herein, in connection with such Wall which shall interfere with the privacy of the Owner of the Adjacent Lot.

19) Insurance

- a) **Owner's Insurance Coverage. Owners are required to maintain a property insurance policy to protect the structure from hazards such as fire, wind and hail. The homeowner insurance policy must include the roof.**

20) Architectural Controls.

- a) In order to maintain the architectural aesthetics of the Property, no improvements, buildings or other structures, and no fences (including Side Yard Fences and Common Fences), walls, patios, planters or other similar items which will be visible from the exterior shall be commenced, constructed, erected, altered (specifically including the altering of the exterior of any Residence), remodeled or maintained upon a Lot
- b) No exterior addition, change or alteration may be made until the plans and specifications accurately showing the nature, kind, shape, dimensions, materials, color and location of the same shall have been submitted to, and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by, the board or by an Architectural Review Committee composed of three or more representatives appointed by the Board.
- c) In the event this Board, or Architectural Review Committee if one exists, fails to approve or disapprove such plans and specifications within thirty (30) days after the same have been submitted, then such plans and specifications shall be deemed to have been approved as submitted.

21) Standards for Approval.

- a) Approval shall be based, among other things, on conformity and harmony of exterior design, colors and materials with neighboring structures; relation of the proposed improvements to the natural topography, grade and finished ground elevation; relation of the structure to that of the neighboring structures and natural features of the Property; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions.

- b) The Board or the Architectural Review Committee shall have the right to require and approve landscaping plans.
- c) The Board or the Architectural Review Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.
- d) Approval by the Board or the Architectural Review Committee shall not be deemed to constitute compliance with the requirements of any local building codes, and it shall be the responsibility of the Owner or other person submitting plans to the Board or to the Architectural Review Committee to comply therewith.
- e) If the work contemplated by any such plans and specifications shall require a building permit or other permit under local building codes, then a copy of any and all such permits shall be submitted to the Board or Architectural Review Committee within ten days after the same is issued.

22) Owner's Duty to Maintain Lots.

- a) It shall be the duty of the Owners of each Lot to maintain, repair and restore in a proper manner the Residence and all other improvements on his Lot (excluding the painting or staining of the exterior of the Residence, and excluding the repair, maintenance and replacement of roofs, gutters and downspouts),
- b) Owners shall maintain repair and replace windows, glass and screened surfaces of such Owner's Residence
- c) In the event that the Owner of any Lot shall fail to maintain such Owner's Lot, the Board, after approval by two-thirds (2/3) vote of the Board, shall have the right, through its agents and employees, to enter upon such Lot and to perform the maintenance, repair or replacement and the cost shall be assessed to the owner of the Lot.

23) FINES and PENALTIES

In the event of a violation hereof, a fine/penalty shall be assessed as follows:

- a) **First Offense/Violation: Written Notice/Warning Letter to Lot Owner.**
- b) **Second Offense/Violation: \$50.00 Fine assessed against Lot Owner with opportunity for hearing.**

- c) **Third Offense/Violation: \$100.00 Fine assessed against Lot Owner with opportunity for hearing**
- d) **Fourth and Subsequent Offense(s)/Violation(s): \$200.00 Fine assessed against Lot Owner with opportunity for hearing**

24) Restricted, Inoperative, Unused, Unregistered, Abandoned Vehicles

- a) 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 not be kept, placed, stored or maintained upon any Lot or on the Common Area (including the Common Parking Area) or Private Roads in such manner that such vehicle or boat is visible from neighboring Lots or the Common Area or Private Road or any other roads
- b) 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.
- 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

25) ALLOTED PARKING.

- a) Each home has one reserved parking space and an additional unreserved parking space.
- b) Each home has two parking hang tags. Tags must be present in vehicles at all times
- c) Cars parked in reserved spaces must display a parking hang tag

- d) The hang tags are numbered and allocated to specific homes. They are not transferable and correctly numbered tags must be presented when closing on the sale of the home
- e) Failure to present the correct hang tags will subject the seller to a \$50 dollar replacement fee for each.
- f) Residents leasing a garage from the Association will have two hang tags.
- g) Homeowners may lease a tag to other residents; however, the original homeowner assumes the liability of any parking violations that may be attached to the vehicle where the tag is located such as leaking fluid or damage to common areas.
- h) Replacement hang tags may be purchased from the Association for \$50. If a tag is lost, the number will be invalidated and a new hang tag will be provided with the number activated.
- i) GUEST hang tags may be checked out from management during business hours and are available in two week increments for overnight guest parking
- j) Failure to return a hang tag will subject the homeowner ledger to a fee of \$50 and the visitor tag number will be rendered invalid.
- k) The cost to clean leaking fluids or repair damage sustained in an open parking space shall be assessed back to the registered owner of the parking hang tag. The cost to clean leaking fluids or repair damage is the responsibility of the owner of the reserved space to clean and restore to original condition.
- l) Owners are reminded parking on Genoa Way is available to homes with more than two vehicles or for overnight guests
- m) Owners wishing to store a temporary structure such as a moving POD in a reserved or open parking space may do so with the advance consent of the Board or Architectural Review Committee.

PARKING VIOLATION ENFORCEMENT If a vehicle in violation of section 25 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 liable 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. **Any vehicle with an invalid hang tag will be subject to immediate tow without notice.**