



OWNERS ASSOCIATION, INC

RULES AND REGULATIONS

DECEMBER 2018

Codes for Community Living

The Oaks Owners Association is an Association of individuals and a community of residents with a common interest in maintaining the highest quality of life for all residents.

These rules are intended to be a guide for the safety and security of residents; for the efficient and prudent operation for pleasant living; and a means of reminder that each of us has a responsibility to one another and that all residents must be fair to one another.

IMPORTANT FACTS

Management: There is no on site Management office – Contact the Management Company listed below.

**Metro Property Management Inc.
Community Manager – Dan Anderson
10800 E Bethany Dr #235
Aurora, CO 80014
Phone – 303-309-6220
Fax – 303-309-6222
Email – DAnderson@Metropropertymgmt.com
Office Hours – Monday-Friday – 8:00 a.m. – 5:00 p.m.
After Hours Emergency Contact – 303-435-7577**

Annual Meeting of Members: An annual meeting of the Members shall be held in accordance with the Bylaws, at which time such business as comes before the Members shall be addressed, including an election to fill terms of Board Members. The annual meeting is open to all Members; however, only Members in good standing are entitled to vote.

Board of Directors: The business and affairs of the Association are governed by a Board of Directors consisting of three (3) members elected by the Owners in accordance with the Declaration and the Bylaws. Meetings of the Board will be a minimum of once per quarter.

Maintenance: either the Board of Directors or the Managing Agent selects Maintenance of all General Common Areas.

Insurance: Insurance covered by the Association includes common areas ONLY. Individual owners must maintain insurance for the structure and all contents.

DEFINITIONS (as defined in the Declarations of Covenants, Conditions and Restrictions)

1. "Articles" means the Articles of Incorporation of the Association, as the same may be amended, modified and/or restated from time to time.
2. "Assessments" means and includes all assessments for Common Expenses provided for in this Declaration. Assessments are classified as Common Expense Assessments, Special Assessments and Reimbursement Assessments, as provided in paragraph 20.
3. "Association" means The Oaks Owners Association, Inc., a Colorado nonprofit corporation, its successors and assigns, the Articles and Bylaws of which, along with this Declaration, shall govern the administration of the Project, and the members of which shall be all of the Owners.
4. "Board of Directors" or "Board" means the governing body of the Association.
5. "Budget" shall mean the then-current annual budget for the operations of the Association prepared by the Board
6. "Building" means any one of the buildings erected on the Property.
7. "Bylaws" means the bylaws of the Association as the same may be amended, modified and/or restated from time to time.
8. "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with allocations for reserves, and shall include, without limitation, the following items:
 - a) expenses of administration, maintenance, repair, alteration, renovation, reconstruction or replacement of, or for additions to, the Common Elements;
 - b) expenses declared Common Expenses by provisions of this Declaration
9. "Declaration" means this Declaration of Covenants, Conditions and Restrictions, together with any supplements or amendments hereto recorded in the Records.
10. "Guest" means, with respect to any Unit, any tenant of the Unit and any family member, guest or invitee of the Owner of the Unit or of such tenant.
11. "Managing Agent" means the person or entity selected by the Board to perform the management and operational functions of the Association
12. "Owner" means the Person or Persons who own(s) a Unit in fee simple.
13. "Rules" means any instruments, however denominated, which are adopted by the Association for the regulation and management of the Project.

RULES AND REGULATIONS

COMMON ELEMENTS

1. There shall be no operation of any vehicles upon the Common Elements, other than authorized maintenance vehicles. This includes but is not limited to motor bikes, dirt bikes, motor scooters, snowmobiles, four-wheelers, ATV's etc. (See Vehicles #11.)
2. Personal property, such as toys, tools, furniture, etc. may not be left unattended in the common area. Agents of The Oaks Homeowners Association may remove property left unattended.

FENCES

Fencing – Declaration 11.6.5 “No fences shall be permitted without the prior, written approval of the Architectural Review Committee...except such fences as may be constructed, installed or located by the Declarant in the development of, or construction of Improvements in, the Community.”

1. No owner shall modify, repair, replace, paint, or stain any fence, fence pillar or wall without the prior written approval of the Architectural Review Committee, except that owners may install fencing consistent with those types shown on Exhibit “E” without further approval.

(Exhibit “E” of the Declarations shows 2 types of fences, with varying elevations and materials that are pre-approved. **Any variance** from those **MUST** be approved in writing prior to any construction of such fence.)

HOLIDAY DECORATIONS

1. Holiday decorations are allowed no more than 30 days prior to the holiday and must be removed no later than 30 days after the holiday.

LANDSCAPING-WEEDS

Landscaping – Declaration 9.1.2 Each owner shall at all times maintain any landscaping installed on its Lot. Additionally, each owner, other than the Declarant and any Developer, shall install landscaping in the rear yard of its Lot within 120 days of purchasing such Lot, provided, however, that if such owner acquires their lot between the inclement months of October 1 and May 1, they need not install such landscaping until May 31st of the year in which May is included above. Said landscaping shall consist of not less than one tree, two-inch caliper minimum, not less than five five-gallon shrubs, and sod.

1. Lawns are to be maintained on a regular basis with regards to mowing, watering and weeding. This includes the front, back and side yards.
2. Owners of corner lots are to maintain the areas that extend from the fences to the sidewalks and keep them free from weeds and debris.
3. Garden hoses and all other lawn equipment should not be visible to neighbors unless in use.

NOISE-ODORS-NUISANCES

Nuisances - Declaration 11.8 “No nuisance shall be permitted in the Community nor any use, activity or practice which is a source of annoyance or embarrassment to, or which offends or disturbs the resident of any Lot or which interferes with the peaceful enjoyment of possession and proper use of any Lot, or any portion thereof, by its residents. As used herein, the term “nuisance” shall not include any activities of Declarant which may be necessary to the development and construction of, and sales activities in, the Community. No noxious or offensive activity shall be carried on in the Community nor shall anything be done or placed in the Community which is or may become a nuisance or cause embarrassment, disturbance of annoyance to others. Further, no immoral, improper, offensive or unlawful use shall be permitted in the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community, or any portion thereof, shall be observed.” The final arbiter of whether such activity is deemed to be a nuisance shall be determined by the Declarant or, after the period of Declarant’s tenure has expired, the Board of Directors, in their sole discretion. Such decision shall be binding.

1. No one subject to these Rules and Regulations shall make or permit **loud noises or vibrations** or play musical instruments, radio, stereos, televisions, etc. in such a manner as to disturb other Residents of The Oaks Community. These noises also include but are not limited to noise **from tools and vehicles**. **Volumes** on the previously mentioned items and their like shall be **lowered between the hours of 10:00 p.m. and 7:00 a.m.**
2. No Noxious or offensive activity shall be carried on or upon any part of The Oaks Community which is, or may become an annoyance or nuisance or cause embarrassment, disturbance, or annoyance to others.

PETS-ANIMALS

Animals - Declaration 11.4 No animals, livestock, poultry, reptiles, or insects of any kind shall be raised, bred, kept or boarded in or on the Lots; provided, however, that the Occupant of a Lot may keep a reasonable number of dogs, cats, or other domestic animals which are bona fide household pets, so long as such pets are not in violation of any local ordinance, are not kept for any commercial purpose and are not kept in such number or in such manner as to constitute a nuisance to any resident of the Lots.

1. All pets will be **kept clean, quiet, and controlled**. Dogs, cats, and other pets shall be on a **leash and shall be accompanied by its owner** when on common area. Pets are **not allowed to roam freely** within the community.
2. Each pet owner, when accompanied by their pet in a common area, shall carry a device (pooper scooper) which is used to **pick up pet excrement** and a container for its **disposal in a sanitary manner**. If you allow your pets to defile your neighbors Common Area, it is your responsibility to **CLEAN IT UP!!!**
3. No pets may be **tied / tethered** to any stationary devices in the Common Areas at any time for any reason.
4. Owners are responsible for any property **damage, injury or disturbances** caused by their animals.
5. Animals shall not be permitted to **bark, howl or make other loud noises** for such a time as to disturb others.

STRUCTURES

No Temporary Structures - Declaration 11.5 No structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage shed, or outbuilding shall be placed or erected upon any Lot; provided, however, that during the actual construction, alteration, repair or remodeling of a structure of other Improvements, necessary temporary structures for storage of materials may be erected and maintained by the person doing such work.

1. **Plans for Sheds or Play Sets** must be submitted to the Architectural Review Committee for approval, prior to any construction or placement of such. The plans must show a drawing indicating the dimensions, placement location and the material being used.

Sheds must be constructed of the same material as the residence and be painted and roofed to match the residence. **Sheds and Play Sets MUST be set back at least 10 feet from any rear or side fence.** Sheds and Play Sets are not to exceed 8 Ft. in height above ground level and **Sheds** are not to exceed 65 Sq. Ft in size.

TRASH

Unightly Articles - Declaration 11.11 No refuse, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kinds shall be kept, stored, or allowed to accumulate except inside the residence on any Lot nor shall any such items be deposited on a street, unless placed in a suitable container suitably located solely for the purpose of garbage pickup. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner nor for longer than twenty-four (24) hours prior to and twenty-four (24) hours after garbage or trash pickup.

1. Trash containers must be covered and can only be placed outside 24 hours before the scheduled pick-up. When not placed outside for pickup, trash containers must be kept inside the garage or otherwise shielded from view.

VEHICLES

Vehicles - Declaration 11.7 In addition to the provisions of Section 11.11 the use and storage of all vehicles including, but not limited to, house trailer, camping trailer, boat trailer, hauling trailer, boat or accessories thereto, truck (excluding pickup trucks that are 1 ton or less), self contained motorized recreational vehicle, jet ski, snow mobile, or other type of recreational vehicle or equipment, may not be parked or stored on the Lots, or parked or stored on any property visible from the ground level of any other Lots, unless such parking or storage is entirely within the garage area of any Lot, except that any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency.

This shall not restrict the parking of trucks or other commercial vehicles except that the following vehicles may not be parked or stored on the Lots or the Community's streets; (a) trucks and vehicles that exceed 15,000 pounds gross vehicle weight, or seven (7) feet in height at their highest point, or one hundred (100) inches in width at their widest point

(excluding mirrors), or twenty-three (23) feet in length (including bumpers); (b) seim-trucks with trailers; (c) box trucks; (d) tanker trucks suitable for transporting gases or liquids, such as oil, or gasoline in bulk; (e) other commercial vehicles designed or equipped to transport other motor vehicles or equipment from place to place by means of winches, cables, pulleys, or other equipment for towing, pulling or lifting, when such commercial vehicle is used in commerce on the public highways of this state; (f) mother vehicles that are used on the public highways and transport materials dertermined by the Colorado secretary of transportation to be hazardous. Further, parking of wallowed commercial vehicles are limited to one such commercial vehicle per Lot on the Community's streets.

1. No vehicle maintenance or repair is allowed outside of any garage area other than minor emergency repairs. Car washing is permitted.
2. Garage doors shall normally be closed except for entering and exiting. This is for aesthetic purposes as well as the safety of residents and protection of children.
3. Repair of garage doors are the responsibility of the owner and must be accomplished within 14 days of any damage or need of repair.
4. Derelict, abandoned or inoperable vehicles are not permitted except within enclosed garage spaces. Any Board member or any agent of the HOA has the authority to notify the appropriate agency to have the vehicles ticketed and or towed at the vehicle owner's expense.
(Vehicles are considered inoperable when they are not capable of moving under their own propulsion and are subject to ticketing and towing at the vehicle owner's expense.)
5. Owners are to park their vehicles using both spaces in their garage as primary parking before using the driveway. The driveway is not to be utilized for primary vehicle storage.
6. Owners are to park their vehicles in the driveway, only after vehicles have occupied both garage spaces.
7. Owners and visitors should use available driveway parking before street parking.
8. Vehicles with expired license plates are subject to ticketing and towing at the vehicle owner's expense.
9. No dumping of oil, antifreeze, or debris from motor vehicles is permitted. In addition to fines levied, a cleanup fee will be assessed to the offending Owner for him/herself, tenant or visitor for each incident.
10. Vehicles leaking fluid of any type is prohibited. Owners will be fined and may be assessed charges incurred for the cleanup of any type of leak.
11. There shall be no operation of any vehicles upon the Common Area, other than authorized maintenance vehicles. This includes but is not limited to motor bikes, dirt bikes, motor scooters, snowmobiles, four-wheelers, ATV's etc.

COMPLAINTS

All complaints pertaining to an infraction of these Rules and Regulations shall be brought to the attention of the Board of Directors and shall be **made in writing** and directed to the Association Board and mailed to the Managing Agent, addressed as follows:

The Oaks Owners Association
% Metro Property Management Inc.
10800 E. Bethany Dr., Suite #235
Aurora, CO 80014

The complaint should contain the following information:

1. The address and description of the violator, e.g. owner, child, renter, guest, etc.
2. Identification of rule believed violated.
3. Date, time, and place of violation.
4. Property damage caused by the violation, if any.
5. Name address, telephone number and relationship to the Association of the person making the complaint.

FINE SCHEDULE

1 ST	NOTICE OF VIOLATION (Per Rule)	WARNING LETTER
2 ND	NOTICE OF VIOLATION (Same Rule)	\$ 100.00 FINE
3 RD	NOTICE OF VIOLATION (Same Rule)	\$ 200.00 FINE
4 th	NOTICE OF VIOLATION (Same Rule)	\$ 400.00 FINE

FILE WILL BE TURNED OVER TO THE ATTORNEY FOR AN INJUNCTION AND LEGAL ACTION. LEGAL COSTS WILL BE ASSESSED BACK TO THE HOMEOWNERS LEDGER.

NOTE: ALL FINES AND LEGAL COSTS ARE SUBJECT TO THE COLLECTION POLICY WHEREIN ADDITIONAL LATE FEES MAY BE ASSESSED.

Service of all notices required or permitted to be given may be delivered in person or sent by mail, postage prepaid, addressed in the name of the homeowner to the address on file with the Association or the Managing Agent.

Any fine in dispute must be explained in writing. A hearing before the Board of Directors or a Violation Committee will then be scheduled and a final determination will be made.