

Rules and Regulations

Independence Park Homeowners' Association

The following Rules and Regulations have been created and approved by the Board of Directors to clarify and ensure a quality living environment within Independence Park. They apply to all residents, guests and licensees of Independence Park Homeowners Association, Inc.; owners and non-owners alike. They are enforceable under our Bylaws, Declarations and Articles of Incorporation. The purpose of these Rules and Regulations is to ultimately provide all residents maximum enjoyment in living at Independence Park.

REMEMBER – To have a good neighbor, you must first **be** a good neighbor.

- I. ASSOCIATION MANAGEMENT: The Independence Park Homeowners Association, Inc. is managed by **MVP Realty & Management, Inc., 9331 Commerce Center St #1A, Highlands Ranch, CO 80129, (ph 303 804 9800/fax 303 804 9850). E-mail: vicki@bre-realestate.com** or any other management company so designated by the Board of Directors.
- II. EMERGENCY PROCEDURES: Call 911 and give nature of the emergency.
- III. RENTING/LEASING OF UNITS:
 - A. Within ten (10) days after entering into a rental/lease agreement, unit owner(s) shall advise the Association via the management company in writing, of the address of the rented unit and the name(s), mailing address and telephone numbers of both the landlord and the tenant. In addition, the unit owners are required to notify the Association via the company of any change in their address if different from the address of their unit. Such notice will be required each time a change occurs. (See Exhibit 1: Homeowner Rental/Leasing Notice). This information is extremely important in the event of an emergency (i.e. water leaks, fire, etc.).
 - B. Unit owners are reminded that they are liable and responsible to the Association for any and all violations of the established Rules and Regulations and the Declarations by themselves, their guest(s), invitee(s), family members, renter(s) and pet(s). A copy of the Rules and Regulations are on the website of the management company.
 - C. Unit owners are responsible to provide each resident, tenant 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 premises. Any rental or lease agreement shall contain an acknowledgment that the tenant has received a copy of the current Rules and Regulations and the tenant agrees to comply with them.

- D. Any tenant residing at Independence Park shall be subject to all Rules and Regulations then in effect as an owner would be. Any owner(s) shall be subject to the payment of fines levied by the Association for any violation(s) of these Rules and Regulations by his/her tenant(s), notwithstanding the failure of the tenant(s) to reimburse the owner(s) therefore. Fines, if not paid, will be attached, as a lien, against the residence of the owner.
- E. The homes in Independence Park are zoned as single family homes. Multi-family households or sub-leasing arrangements should be communicated to the Board.

IV. DRIVEWAYS AND PARKING AREAS:

- A. Boats, trailers, trucks, campers and commercial vehicles shall not be parked or maintained in the Properties except for purposes of loading and unloading, not to exceed 24 hours in designated parking areas only; however, this restriction shall not restrict trucks or commercial vehicles making pickups or deliveries to or within the Properties, nor shall this restriction restrict trucks or commercial vehicles within the Properties which are necessary for the construction or repair of residential dwellings or maintenance of the Common Area.
 - (1) The Board of Directors defines trucks as vehicles whose capacity exceeds one ton, as well as trucks that have a camper attached.
 - (2) All trucks which have a capacity of one ton or less shall be allowed within the Properties as long as they are not of a commercial nature and do not have a camper attached to them.
 - (3) The Board of Directors defines camper as any recreational vehicle which is designed to sleep individuals or any device or shell, which is affixed to a truck, which has a height of eight (8) inches in excess of the top of the cab of the truck.
 - (4) No abandoned vehicles of any kind shall be permitted on any Lot. A vehicle shall be considered "abandoned" if it remains non-operative for a period of one (1) month or fails to have current registration and license plates. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat may be performed or conducted on a Lot, except within a completely enclosed structure which screens the sight and sound of the repair or other activity from other Owners and residents.
- B. Parking is authorized only in garages and designated areas.

V. CONTROL OF PETS:

- A. Residents are responsible for picking up the animal's waste immediately and disposing of it in a trash receptacle. Pets must be kept on a leash and in the owner's control at all times.
 - (1) No animals of any kind shall be raised or kept in the community for the purpose of boarding or raising for commercial purposes.
 - (2) Violators are subject to fines without further warning. Owners will receive written notice of violations and may appeal any violation either personally or in writing.

VI. TRASH

- A. Plastic or rubber garbage cans shall be clean and covered at all times.
- B. Trash must be picked up by midnight the night of scheduled collection and cans must be stored in the garage or behind your fence.
- C. Trash must not be visible when looking at the front of the house.

VII. GENERAL RULES:

- A. These Rules and Regulations, the Declaration, the Bylaws and the Articles of Incorporation related to Independence Park Homeowners Association, may be enforced by the Board of Directors or its designated agent. Fines for infractions may be levied in accordance with provisions contained in these documents.
- B. Owners are deemed responsible for infractions or damage caused by their family members. Owners are responsible for infraction or damage caused by their tenants, licensees, invitees or guests.
- C. No one subject to these Rules shall make or permit loud noises or play musical instruments, radios, stereos, television, etc. in such a manner as to disturb other residents of the community. Penalties for violations may be enforced pursuant to these Rules and Regulations, as well as by the appropriate governmental authorities.
- D. Owners/occupants shall not create any situation wherein their actions or conduct, as determined by the Board of Directors, represents a nuisance or disturbance to other residents.
- E. Owners are responsible for informing their renters of the Rules and Regulations. Failure of renter to abide by these Rules and Regulations will be the financial burden of the owner to provide restitution to the Association.
- F. Any immoral, improper, offensive or unlawful act, as defined by local, state, or federal laws, which may be reported to the appropriate governmental authorities, will be deemed an infraction of these Rules and Regulations. Concerned homeowners should call 911 or Lakewood Police if you suspect illegal activity. Please call Rich Crall, Lakewood Police office 303-987-7383 and provide him with information.

VIII. CHANGES TO EXTERIORS OF UNITS

- A. A design review committee will approve **all** changes to the front exterior of the home. The elected board members will be considered the design committee for two years beginning April 2007.
- B. The committee can order homeowners to make changes to past homeowner revisions. Example: the design committee can order homeowners to correct landscaping issues such as bark vs grass in front of homes or grading issues.
- C. The design committee can order changes to the back of the home if homeowner changes affect the view or cause damage to other properties. For example, homeowners who have changed grading in their own backyard that is causing water issues for neighbors.
- D. All landscaping must be completed by June 1st, 2007. This includes:
 - (1) Fencing for all homes. Fences must be constructed with new material and must be stained annually.
 - (2) Fences must be 6 feet tall.
 - (3) Backyards must be landscaped with 60% vegetation (grass) to help prevent neighborhood drainage issues.
 - (4) The design review committee must approve any changes to the homeowner's decision to use plastic or recycled building materials, and must also approve any homeowners decision to change the type of grass in the front of their home.
 - (5) All front yards must consist of grass. Bark and rock must be replaced by grass by June 1st, 2007 for a uniform front yard appearance.
- E. Homeowners are responsible for the appearance of their home. This includes:
 - (1) Peeling paint and conservative paint colors
 - (2) Trash must be stored in the garage or behind the fence
 - (3) Trashcans should be picked up by midnight on the evening of trash pickup
 - (4) Homeowners cannot store building material, trash, cars, bikes, and other household or landscaping items on the side of the home. All storage should be contained in the garage or behind the fence
 - (5) Front lights should be replaced and should be white or clear, unless lights are for holiday celebrations
 - (6) Holiday lights should be removed by February 1st or 30 days after the holiday has passed.

9. DELINQUENCY POLICY FOR ASSOCIATION DUES

- A. The Independence Park Homeowners Association's financial existence depends entirely upon proper and efficient collection of Association dues from unit owners. Prompt communication with the Management Company is essential if you anticipate being late with your Homeowners Association Dues. Please let the Management Company

know as soon as possible, if a problem arises. Any dues, assessment, fines, late charges, or costs, which are not paid, will be attached as a lien against that owner's unit.

- B. Your Independence Park Homeowners Association DUES are due on the FIRST OF EACH QUARTER. Independence Park Homeowners Association allows a grace period until the 10th of the month. If your payment is not received by the close of business on the 10th of the month, a \$25.00 late charge will be added. If the Homeowners Association dues remain unpaid, collection fees to cover additional collection work will be charged by the Association. The following are Board-approved collection charges that will be added to your account if your Homeowners Associations Dues become delinquent. PLEASE REMEMBER, PAYMENT IS DUE BY THE 1ST OF EACH QUARTER.

(1) If no payment is received by the 10th of the month a \$25.00 LATE CHARGE IS ASSESSED.

(2) Thirty (30) days delinquent, a notice will be sent with an additional late charge of \$25.00. LATE CHARGE IS ASSESSED – TOTAL \$50.00.

(3) Forty-five (45) days delinquent, a second notice will be sent with a collection fee of \$25.00. COLLECTION FEE IS ASSESSED – TOTAL \$75.00

(4) Sixty-five (65) days delinquent, a lien is filed on your property by the Association's Attorney. A FEE OF \$250.00 FOR FILING FEE, ATTORNEY'S FEE, ADMINISTRATIVE TIME will be assessed, with the filing of the lien.

10. COMPLAINTS, WARNINGS, FINES AND APPEAL PROCESS: from time to time, as determined by the Independence Park Homeowners Association Board of Directors, a schedule of FINES may be adopted for the violation of the Rules and Regulations, Declarations, Articles of Incorporation and Bylaws of the Association. In addition, the Association and owners shall have all rights and remedies available under the Articles of Incorporation, Declarations, Bylaws and by law, including without limitation injunctive relief. Owners may be held responsible and liable for the actions of their tenants and occupants of their unit(s). Compliance with the standards of the complex is important for everyone to ensure a quality living environment.

- A. COMPLAINTS – Complaints involving violations of the Rules and Regulations by homeowners/tenants may be by phone to the Management Company, but must also be followed up with a complaint in writing (See Exhibit 4; Complaint). The Board of Directors will consider no complaint unless the complainant signs it. The Management Company will mail a notice of the offense to the following individuals:

(1) Owner of the unit

(2) Renter of the unit (if applicable)

(3) Individual making the complaint

- (4) Board of Directors.
- B. FINES (For Each Violation) if not specifically defined within this agreement.
- (1) 1st OFFENSE: warning.
 - (2) 2nd OFFENSE: \$50.00.
 - (3) 3rd OFFENSE: \$100.00 plus any damages, for each offense.
- C. APPEAL PROCESS – In the event an offense occurs that is subject to a fine, the unit owner will be invited to appear at a hearing at the next regularly scheduled Board of Director’s meeting (See Exhibit 5, Notice of Offense/Violation). At such meeting, the owner will be permitted to explain or illustrate why he/she should not be fined for the offense. If the owner fails to appear at the meeting, the offense will stand as charged and a fine will be imposed. If the fine is imposed, the owner will be given 30 days in which to pay it. If a fine remains unpaid after the 30-day period, the Association will take appropriate steps to collect the debt including all late fees, attorney fees, and other costs associated with the collection of these debts, if any. (See attached Exhibit 6; Board Decision).
- D. ASSESSMENTS – In order to keep the monthly dues at a minimum, the board reserves the right to charge each homeowner an assessment. An assessment will be charged to each homeowner for common area maintenance once the Board has settled on a contractor to clean and design the retention pond.

11. GENERAL PROVISIONS

- A. Failure by the Association, the Board of Directors or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.

Approved by Independence Park Board of Directors

President

Exhibits available on website:
independenceparkhoa@hotmail.com