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EMERGENCY NUMBERS

Lakewood Police

<i>Emergency</i>	911
Non Emergency	303-987-7111
Animal Control	303-987-7111

West Metro Fire Department

Emergency	911
Non Emergency	303-989-4307

Medical

<i>Poison-Rocky Mountain Poison Center</i>	303-629-1123
Ambulance	911

Management Company

About Your Association

Board of Directors

The Second Jefferson Green Homeowners Association is governed by a Board of Directors currently consisting of 5 homeowners, like yourself. The Board of Directors enforces the Declarations, By-laws, and other legal documents of the Association. They manage the financial affairs of the Association, present the budget to members, develop policies (removed comma) and are responsible for addressing both the current and future maintenance and replacement needs of the Community.

Board Members serve as volunteers and are either elected at the annual meeting or appointed to the Board by standing Board Members as necessary. Each Board Member is elected for a term of three years. The annual meeting is held in September of each year. All homeowners are invited to attend and participate in the election of Directors to govern the business of the Association.

The Board generally meets once each month. Homeowners and residents are welcome. A special portion of the agenda is set aside to allow owners and residents time to communicate with the Board. Contact the management company for information on the dates and times of meetings.

Professional Manager

Our Association has hired a professional manager to handle our day-to-day business affairs. The Manager is responsible for carrying out the directives and policies of the Association. (Board of Directors-REMOVED). The Manager administers all accounting functions of the Association, preparation of financial statements, collection and disbursement of funds, preparation of checks for Board signature, and administration of the delinquency policy. The Manager also oversees contracts, schedules maintenance and repairs, provides professional recommendations to the Board of Directors, and acts as a liaison between the Association and our various contractors, advisors and members. The Manager is the primary contact for homeowners who may have questions about the Association, their account, or who need to place a maintenance request.

Insurance

The Association carries liability and property damage coverage on the Common Area. This insurance covers the exterior of the buildings, which are maintained by the Association. Homeowners are encouraged to purchase a "homeowners" policy to cover the interior of the unit to protect against fire or other losses which may be the responsibility of the owner. Landlords are encouraged to purchase appropriate insurance to cover their liability for the interior of their unit. Residents or tenants should purchase a renters policy to cover their personal belongings.

Maintenance Responsibilities

Association - The Association is responsible for maintaining the Common Area (concrete, asphalt, pool/cabana, landscaping, snow removal), and the exterior of the buildings (roofs, siding, balconies, garage entry, overhead doors, and garage locks). The Association maintains any common (used by more than one unit) sewer or water lines; and the electrical service up to and including the meter box, Common Area lighting, and common lighting fixtures in the garage.

Homeowner - Homeowners maintain the interior of their homes, plus the three-foot rock covered area around their home reserved for gardening. Homeowners are also responsible for windows, entry doors, water plumbing lines, sewer, and electrical lines that serve an individual unit. Air conditioning equipment and service lines are also the responsibility of the unit owner.

RULES AND REGULATIONS

1.0 PARKING/MOTOR VEHICLES

1.1 Two vehicle parking spaces are allowed for each unit, one garage space and one outlying assigned space.

Parking shall be in designated marked spaces only. No parallel parking is allowed. Vehicles parked in outlying spaces shall not impede or prevent ready access to other parking spaces, garage doors, fire lanes, and sidewalks. Parking is for residents and their guests only.

1.2 Guest/Visitor Parking - Throughout the property the Association has provided designated guest/visitor parking spaces. These spaces are so marked and are reserved for those visiting the property on a temporary basis. "Temporary" is defined as those visiting for one week or less.

Visitors or guests who intend to stay longer than one week shall be accommodated by arranging parking in their host's garage or assigned space.

- 1.3 Fire Lane/No Parking Areas - No vehicle shall be parked in designated "Fire Lanes", including areas directly in front of garage overhead doors. Parking is not allowed in designated "No Parking" areas or areas marked by yellow curbing.

Vehicles at no time shall be parked in such a manner as to impede access to fire hydrants, garage doors, or sidewalks.

Vehicles at no time may be parked or driven on the sidewalk, lawn, or landscaped areas.

Vehicles parked in violation of this rule may be towed without notice and at the owner's expense and may also be subject to penalties and fines imposed by the West Metro Fire District, and/or the City of Lakewood.

Damages to property and the Common Area from vehicles shall be the expense of the vehicle owner.

- 1.4 Recreational or Commercial Vehicles. No commercial or recreational vehicles, including but not limited to trailers, mobile homes, detached camper units, utility and boat trailers, snowmobiles, race cars, water craft or horse trailers shall be parked, kept stored, or maintained on the Common Area or driveway.

"Commercial vehicles" is defined as any vehicle used for commercial purposes with a weight of greater than 3/4 ton and a length greater than 18.5 feet.

Limited reasonable access is permitted for commercial vehicles providing services to residents or the Association, i.e. moving vans, delivery vehicles, contractor vehicles, etc. Care should be taken in the parking of these vehicles to continue to provide emergency access and access for other residents.

The following "recreational vehicles" are permitted: Mini motor homes not exceeding 4 tons in weight or 23 feet in length, camper units/camper shells mounted on a pickup truck not exceeding 3/4 tons in weight or 23 feet in length, and conversion vans not exceeding 3 tons in weight or 19.5 feet in length.

- 1.5 Abandoned or inoperable vehicles of any kind shall not be stored on any portion of the Common Area. "Abandoned or inoperable vehicle" shall be defined as follows:
- a. A vehicle without current license or emissions sticker.
 - b. A vehicle with a flat tire or missing wheel.
 - c. A vehicle not driven under its own propulsion for more than two weeks.
 - d. A vehicle in a condition that renders it not driveable.

Such vehicles may be stored in a resident's garage.

- 1.6 No vehicle shall be parked, stored, or maintained on the property that constitutes an "eyesore" which may negatively affect the overall appearance of the Community.

No vehicle may be driven, parked, stored, or maintained in a condition that causes damage to the Common Ares, i.e. vehicles with oil or fuel leaks.

The Association shall be the sole determinate of the acceptability of a vehicle's condition.

- 1.7 The Association shall allow limited vehicle maintenance with the following restriction:
- a. Minor repairs such as:
 - (1) Repair or changing of tires.
 - (2) Washing or cleaning of the vehicle; hoses must be disconnected from the outside faucet and stored away from the Common Area immediately following the car washing process.
 - (3) Adding fluids. Owner is responsible for cleanup of garage floors and drive areas of any spilled fluids.
 - (4) Adding accessories (stereos, radios, lights, striping, etc)
 - (5) Minor tune-ups.
 - (6) Minor carburetor adjustments. **AT NO TIME WILL THE VEHICLE BE ALLOWED TO RUN** for a time period or in a fashion that would allow exhaust to accumulate in the garage area or negatively affect the air quality for surrounding residents.
 - (7) Brake overhaul or replacement.
 - b. The following repairs are expressly prohibited:
 - (1) Engine overhaul or replacement.
 - (2) Carburetor overhaul or replacement.
 - (3) Transmission overhaul or replacement.
 - (4) Differential overhaul or replacement.
 - (5) Body work or vehicle painting.
 - (6) Oil changes or lube jobs.
 - (7) Major tune-ups.
- 1.8 Residents, guests and invitees shall operate their vehicles at a safe speed not to exceed 5 mph taking into account the conditions of the driveway and residents nearby.
- 1.9 Towing & Penalties The following towing procedures and penalties are established for violation of rules under this section:
- a. Vehicles parked without permission in an assigned outlying space may be towed at the discretion of the owner of the assigned space.
 - b. Vehicles in violation of the rules shall be addressed as follows:
 - (1) Notice stating the violation or noncompliance with the rules shall be placed on the windshield of the vehicle not less than 72 hours before towing the vehicle.
 - (2) At the Association's discretion a unit owner may be notified by regular mail of violation or noncompliance.

- (3) The Association shall retain copies of such notification and shall be the only proof required to certify notification.
- (4) Vehicles may be towed at the owner's expense after 72 hours.
- (5) The Association may impose fines or other penalties on a case-by-case basis following notice to the appropriate party and an opportunity for a hearing before the Board of Directors or their designated agent.

2.0 GARAGES

- 2.1 Each homeowner is designated one-fourth of the garage for a motor vehicle along with the locked storage area.
- 2.2 Partitions to divide the space are not permitted without the prior approval of the Board of Directors. Storage of personal belongings is allowed underneath the locked storage areas, but may not impede access to the balance of the garage. No storage shelving may be placed or installed between vehicle spaces or attached to the ceiling of the garage without the prior approval of the Board of Directors. Stored items may not be hung from the ceiling of the garage.
- 2.3 It is the responsibility of the owner to keep their assigned area of the garage clean of debris and an accumulation of used articles. Upon 24-hour notice, the Association, its contractors, insurance agents, and code enforcement officials may enter the garage for inspection. In the case of an emergency, no notice will be given.
- 2.4 Any electrical additions to the garage require prior approval of the Board of Directors and inspection by the Association.
- 2.5 NO large electrical appliances (refrigerators, freezers, large power tools, etc.) will be allowed to be operated in the garages.
- 2.6 Automatic garage door openers may be installed by joint understanding of the owners sharing a garage door. Openers must be 1/2 HP or larger. All openers installed must meet U.L. standards. Any damage to the garage door or garage framework caused by the installation or operation of the door opener shall be the joint responsibility of those owners using the door. All assigned residents must have access via the opener system if one is installed.
- 2.7 No excessive noise or activities that would result in the disturbance of the peace or enjoyment of other residents shall be allowed in garage areas. Use of power tools is permitted during the hours of 9 a.m. to 9 p.m.
- 2.8 See Section 1.8 on Vehicles regarding auto repair in garages.
- 2.9 Hazardous materials may not be stored in the garage area. Chemicals, paint products, automotive chemicals and fluids must be stored in their original containers. All materials stored must meet the City of Lakewood codes for safety.

- 2.10 Any items located in the common garage areas are the personal responsibility of the owner. Any damages resulting from personal items stored in the garage are the responsibility of the owner.
- 2.11 Locks to the garage entry and overhead doors are provided and maintained by the Association.
- 2.12 Garage doors are to be closed at all times when not in use. Damage to plumbing pipes caused by freezing due to open doors will be the responsibility of those assigned to use the door.
- 2.13 The walk-in doorway must remain unobstructed and accessible at all times.
- 2.14 IT IS PROHIBITED TO RUN OR WARM VEHICLES IN THE GARAGE or surrounding area due to possible carbon monoxide poisoning of the residents of the penthouse.
- 2.15 No person may sleep or otherwise reside in any garage at any time.

3.0 PETS

- 3.1 Dogs, cats and other domestic animals are allowed in the unit interior. No exotic pets are permitted. Pets are not permitted inside the pool area or the cabana. Pets are permitted in the garage area or Common Area only when on a leash and accompanied by a responsible person. Pets may not exceed 40 pounds.
- 3.2 The total number of household pets per unit is limited to three (3).
- 3.3 When in the Common Area, pets shall be under the direct control of a responsible person by means of a leash not more than sixteen (16) feet long.
- 3.4 Pets shall not be tethered to any fence, tree, shrub, stake post, building, etc.
- 3.5 Pets shall not be left unattended on any porch, deck balcony, or in the 3-foot rock area assigned to the unit.
- 3.6 The person responsible for the pet shall prevent the pet from barking or otherwise behaving in a manner disturbing to the neighbors' rest or peaceful enjoyment of their home or the Common Area.
- 3.7 The person responsible for the pet shall prevent the pet from urinating on the lawn, shrubs, or other landscaping in such a manner as to cause damage. Solid waste must be removed immediately by the person responsible for the pet.
- 3.8 Each person who owns or is in control of a pet within the Community shall be personally liable for any injury or damages caused by the pet to others, their property, or the Common Area.
- 3.9 Any Second Jefferson Green resident or guest who keeps a pet within the Community shall be deemed to have agreed to indemnify the Association, each of its Members, and its agents from any loss, claim or liability of any kind or character whatsoever arising by keeping such pet.

4.0 USE OF THE COMMON AREA

- 4.1 No clotheslines are allowed. Equipment, trash containers, or other stored articles shall be kept within the residence or assigned garage area so that they are concealed from the view of neighboring residences, streets and driveways.
- 4.2 Use of open-coal or propane-fueled barbecue's is allowed if proper safety precautions are observed. No usage of barbecues is allowed directly under the side windows of the ranch unit.
- 4.3 DUE TO INSURANCE REGULATIONS, THE USE OF CHARCOAL BARBECUE'S IS PROHIBITED ON PENTHOUSE BALCONIES. Any charcoal barbecue found on the balcony of a penthouse unit will result in a \$200 fine.
- 4.3 Penthouse balconies shall be used only for the purpose intended. They shall not be used for storage of non-patio type items. Balconies shall not be used for cleaning, airing or drying of household articles, clothing, rugs, blankets, etc. Items may not be draped or hung over the balcony railing or attached to the walls adjacent to the balcony.
- 4.4 An area within 3 feet of the building is permitted for gardening and homeowner improvement, as long as a border is installed to separate this area from the balance of the common area.

Flowers are permitted without application to the Architectural Control Committee. Permanent installations (decks, BBQ's, benches, etc.), including shrubs and trees must have the prior approval of the Architectural Control Committee. Maintenance of all improvements to this 3-foot easement is the responsibility of the owner.

Any damage to the building, irrigation system, or the Common Area caused by improvements within this -foot easement are the responsibility of the owner.
- 4.5 Tree climbing and rock throwing are forbidden anywhere in the Common Area.
- 4.6 All crawl space vents must be closed and hoses removed from outside faucets during the fall to prevent freezing and breakage of pipes.
- 4.7 Entrances and walkways shall be kept clean if items including but not limited to toys, garbage cans, rubbish, bicycles, motorcycles, boxes, etc.

5.0 NOISE/DISTURBANCE

Thoughtfulness for neighbors should always be a major consideration. City of Lakewood codes and ordinances will be used as a guideline for enforcement of this regulation.

- 5.1 No resident shall make or permit any disturbing noises in or around his residence, nor permit any acts by himself, his co-residents, guests, or invitees that would interfere with the rights, comforts, peaceful existence, or convenience of other residents.

- 5.2 The sound volume of televisions, stereos, radios, tape, or other sound systems shall at all times be kept to a level that avoids disturbance to neighbors. Interior placement of such electronic equipment shall consider neighbors close by.
- 5.3 No advertising sign (except one of not more than five square feet "For Rent" or "For Sale"), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises.
- Such signs may be placed in a window or may be erected on standard real estate sign posts and placed in the 3-foot easement outside the residence.
- Owners' individual security systems may employ the use of one exterior identification sign of not more than 1 foot square. Such sign shall be placed within the unit's 3 foot limit for personal use. Window decals identifying the security system are permitted, but are limited to one small decal per window.
- 5.4 Homes in Second Jefferson Green are designated for residential use, including uses which are incident thereto. The only business, commercial or professional purposes permitted are those meeting applicable zoning and regulations for the property, and which do not display external evidence of the business, and that cause no unreasonable inconvenience to other residents of the Community or damage to the buildings or Common Area.

6.0 LITTERING & TRASH

- 6.1 No trash, ashes, refuse, debris, or cigarettes shall be deposited or left on the properties by any owner, his family, tenants, friends, invitees, except in designated trash depositories provided.
- 6.2 Hazardous materials, furniture, appliances, and oversize items may not be placed in or next to trash dumpsters. Owners may arrange for special pickup of these items through the Association's Management Company. Charges for special pickups will be the responsibility of the owner.
- 6.3 Residents shall not place or accumulate trash and trash containers outside residences including penthouse balconies at any time.

7.0 EXTERIOR APPEARANCE/ARCHITECTURAL CONTROL/ALTERNATIONS & ADDITIONS

The Association governs the exterior appearance of the property through establishment of architectural guidelines and policies. Owners wishing to improve the exterior of the property must submit the appropriate application and information to the Architectural Control Committee for approval.

The following regulations and procedures have been established to encourage a uniform and well-maintained property appearance.

- 7.1 No exterior additions to, alterations of, improvements of, or decorations of the residence (including window bars, awnings, canopies, shutters, skylights, air conditioners, or other additions that alter the external appearance of the structure), nor changes in landscaping, or the other structures shall be started or constructed without prior written approval from the Board of Directors of the Association.
- 7.2 Cable TV, satellite dishes, telephone, radio or TV antennae wiring, connections or apparatus are NOT permitted to be installed by the owner, his contractor, or agent on the exterior of the building without prior approval of the Association. All installations must meet the Association's installation requirements to protect the siding warranty and provide an acceptable exterior appearance to the building.

The owner is responsible for damage to the building, siding, or other surfaces resulting from unapproved or improper installations listed above.

- 7.3 Residents and their contractors or agents shall not attach by means of nails, screws, fasteners of any type any signs, objects, decorations, improvements or other installations which would perforate the siding or steel trim surfaces. Owners shall be liable for damages to those surfaces. Repair or replacement of these surfaces to maintain the warranty and to provide an acceptable surface appearance will be made by the Association and will be the financial responsibility of the appropriate owner. The owner will be notified in advance of such repairs.
- 7.4 Residents will not allow the sidewalks in the Common Area, especially those allowing access to and from the townhouse units and the garages, to be obstructed by the placement or storage of items or personal belongings on or around the sidewalk.
- 7.5 Maintenance and replacement of entry doors, storm doors, windows and window screens are the owner's responsibility. Application must be made to the Architectural Control Committee prior to any replacement of doors and windows. Owners agree to keep entry and storm doors, windows, and screens in good repair and appearance. Proper window coverings must be in place. Posters, cardboard, blankets, reflective coverings, aluminum foil, sheets or newspapers are not considered proper window coverings.

8.0 INTERIOR REQUIREMENTS

- 8.1 Smoke Detectors – Due to stricter insurance codes, ALL homeowners are required to install smoke detectors in their unit. There should be one in the kitchen area and one near the bedroom(s).

9.0 TENANT COMPLIANCE

- 9.1 Any owner renting his residence to others must include in his lease that the terms of that lease are subject to the Association By-laws, Declarations, and Rules and Regulations, and that failure by the renter to comply with the terms of these documents will be cause for default under the lease.

- 9.2 Owner agrees to present the tenant with a copy of the Rules and Regulations at the time the lease is signed. Owner agrees to require compliance with the legal documents of Second Jefferson Green as part of any lease agreement.
- 9.3 Owner agrees to provide the Management Company with names and phone numbers of the tenant for use by the Association in case of an emergency.

10.0 ENFORCEMENT

The Association encourages the neighborly approach first to communicate with another resident a violation of the rules and regulations. Residents requesting action regarding rules violations must submit such complaint in writing to the Management Company, stating the specifics of the complaint.

The following procedures are established to inform residents and encourage their compliance with the Rules and Regulations:

First Violation -letter sent to owner (and resident when applicable) stating the specifics of the violation and setting forth the required time of correction.

Second Violation or non-response to the first notice of violation, will result in a notice to appear before a hearing with the Board of Directors or their designated agent. The hearing process may result in fines, penalties, damages, or suspension of Common Area privileges for noncompliance with the Rules and Regulations. Failure to appear before the Board of Directors or their designated agent when requested may result in fines and/or loss of privileges.

Payment of all assessed fines, monetary penalties, or damages will be in accordance with the Association's established collection policy.

These enforcement provisions may be in addition to other specific provisions outlined in these Rules and Regulations, the Declarations, By-laws or Articles of Incorporation of Second Jefferson Green. The Association may at any time choose legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control.

The Board of Directors reserves the right to determine enforcement action on a case-by-case basis, and to take other actions as it may deem necessary and appropriate to assure compliance with the Rules and Regulations and to create a safe and harmonious living environment within the Second Jefferson Green Community.

11.0 POOL RULES

- 1 MEMBERS ONLY: The pool is for the use of Second Jefferson Green residents and their guest only. Guests are limited to 4 per resident at any one time and must be accompanied by the resident.
- 2 Children under the age of 15 must be accompanied by a responsible person, at least 18 years of age or older at all times. Parents are responsible to determine the skill level of their children and guests before allowing them to swim at the pool without adult supervision.
- 3 NO large flotation devices permitted in the pool area.
- 4 NO glass in the pool area.
- 5 NO pets in the pool area.
- 6 NO excessive noise, shouting, or objectionable language.
- 7 NO games that interfere with others use of the pool.
- 8 NO running in the pool area.
- 9 NO climbing on the fence or gates.
- 10 NO jumping or diving from the ladder handles.
- 11 Swim attire ONLY in the pool
- 12 SWIM DIAPERS ONLY. NO cloth or disposable diapers.
- 13 No alcoholic beverages or glass containers are allowed in the pool area.
- 14 Persons having infections, diseases, open sores, bandages, cuts, or recent vaccinations are not permitted in the pool.
- 15 Violations of the above rules may result in suspension of use of the pool.
- 16 Pool is open from Memorial Day through Labor Day. Pool hours are from 9:00 a.m. to 9:00 p.m.