

# Cherry Creek Farm Homeowners Association, Inc.

## Rules and Regulations

WHEREAS, under the authority of Article No. 6.4 of the By-Laws of the Cherry Creek Farm Homeowners Association, (the "Association") adopted by the Board of Directors thereof ("the Board") on August 25, 1982 provide that the Board may establish, make and enforce compliance with and amend from time to time such rules and regulations as may be necessary for the operation, use, and enjoyment of the properties and lots subject to the Declaration of Covenants, Conditions and Restrictions for Cherry Creek Farm (the "Declarations"), and

WHEREAS the Board of the Association desires to establish, make and enforce these rules and regulations, of the Association to be effective as of the date specified herein;

NOW THEREFORE, the Board hereby establishes, makes and adopts the following:

- 1) **Nuisances:** The following shall be deemed to be noxious and offensive activity such as to cause an unreasonable annoyance to the owners of other lots, and shall be prohibited unless waived in writing on a temporary or permanent basis by the Covenants and Rules Committee of the Association:
  - A. **Pets:**
    1. Failure of an owner to pick up after its pet and dispose of pet excrement in a suitable manner.
    2. Allowing pets to roam unrestrained on a non-owner's lot or on the Common Areas of the Association.
    3. Walking pets where excretions may damage grass, shrubs, trees, or become an annoyance to others.
    4. Allowing pets to make excessive or repetitive noise.
  - B. **Inoperative or Unused Vehicles:** The storing of or abandoning of unused vehicles upon any street or the Common Area. "Unused vehicle" shall be defined as any vehicle that has not been driven under its own power for a period of one (1) week or longer.
  - C. **On Street Parking:** Allowing operative vehicles including but not limited to any of the vehicles or items listed in subparagraph D below which are used as the resident's sole or alternative means of daily transportation and commercial vehicles owned or operated by a resident to be parked on the street or Common Area when space is available for parking in a garage or on the driveway of each vehicle owner's lot.
  - D. **Recreational Vehicles, Accessories and Commercial Vehicles:** Permitting trucks with campers attached, utility and boat trailers, unattached camper tops, towed and self propelled campers and mobile homes, motor coaches, buses, pop-up trailer campers, boats, construction equipment, towed vehicles, wagons or implements, and commercial vehicles not used as the residents sole or alternative means of daily transportation to be kept, placed or maintained on any lot, street or the Common Area in such a manner that such is visible from neighboring lots, streets or the Common Area. The provisions of this subparagraph shall not apply to:
    1. Temporary construction shelters or facilities used in connection with construction upon any lot or other improvements permitted by the Declaration.
    2. Commercial vehicle engaged in the delivery or pickup of goods or services that do not remain within the lot in excess of the reasonable period of time required to perform such commercial function.
  - E. **Snow:** Allowing sidewalks to remain unshoveled in excess of seventy-two (72) hours. The provisions of this subparagraph shall not apply to sidewalks that are not reasonably anticipated to be used by children walking to school bus stops, or by any resident to gain access to public transportation.

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#### F **Appearances:**

1. Lawns – allowing a lawn to remain unmaintained, unmowed, and unkempt for an unreasonable amount of time.
2. House and Lot – allowing a house, driveway, sidewalk, fence, patio, deck, wall, or any other structure appurtenant to the lot to remain in an unkempt, unpainted (when applicable), disrepaired, dirty or unsanitary conditions for an unreasonable amount of time.

G **Obstructions:** Obstructing a sidewalk, street, or the Common Area from use of any resident for any unreasonable amount of time.

H **Heating and Cooling Units:** Allowing permanently installed air-conditioning units, water (evaporative) coolers, and solar heating units for which installation permission has been granted and removable heating and cooling units including but not limited to water (evaporative) coolers and window air conditioners which are not adequately concealed from public view to remain upon the house or lot when such permanent or removable units are not painted the same color or as nearly the same color as is practicable as the house or not painted to blend in with any surrounding vegetation.

2) **Roofing Material:** The following relates to roof replacement with material other than cedar shakes:

A Removal and replacement cannot commence until written approval is provided by the ACC to a homeowner. Non-compliance will be considered a violation.

B Before installing any roof material other than natural wood shakes, a written request must be submitted to the ACC specifying the following and approval received from the ACC prior to installation:

1. Manufacturer
2. Series
3. Color
  - a. The following replacement roof materials are suggested although the specific material must still be approved by the ACC:
    1. 30, 40 or 50 year, dimensional composition roofs with minimum weight and thickness requirements. Current manufacturers and series to consider include Tamko/Heritage Series, Celotex/Presidential Series, Elk/Prestique Plus Series, Owens Corning/Oak Ridge Series, Certainteed/Carriage House Series and Grand Manor Series.
    2. Man-made wood-like shakes.
    3. Roofing colors must be conducive with current exterior colors within the CCF neighborhood.

3) **Home Occupation Regulations:** The Board of the Cherry Creek Farm Homeowners Association has accepted the following Home Occupation Regulations put forth and enforced by Arapahoe County.

A **Intent:** To allow for the use of a residence for an occupation to be considered compatible with the neighborhood in which it is located.

B **Requirements and Restrictions:** In order for a home occupation to be considered compatible with the neighborhood in which it is located the following criteria must be met:

1. The home occupation must be conducted entirely within the principal dwelling structure. Not more than 20 per cent of the garage area shall be used for storage permitted materials and goods associated with the home occupation.
2. The home occupation shall be conducted only by the residents of the principal dwelling.
3. There shall be no visible advertising of the home occupation on the premises upon which it is located.
4. There shall be no outdoor storage of goods or materials associated with the home occupation.
5. There shall be no excessive or offensive noise, vibration, smoke, dust, odors, heat, glare or light, or dumping of materials produced by the home occupation.

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- 6. The receipt or delivery of merchandise, goods or supplies for use in a home occupation shall be limited to the United States mail, parcel post or general delivery service or private passenger vehicle, but shall exclude truck and/or trailer delivered goods or merchandise.
- 7. A home occupation shall not change the appearance or character of the dwelling and/or neighborhood. Only materials, goods and services normally associated with a dwelling unit shall be considered eligible for a home occupation.
- 8. Sales conducted in conjunction with the home occupation shall be primarily by telephone or direct mail. Incidental pick-up of goods is permitted; however, a home occupation shall not generate an amount of traffic that affects the residential character of the neighborhood, nor shall it encourage congregations of people for extended periods of time.

9. Day Care Home: A "day care home" shall be permitted subject to the following provisions:

a Such "day care home" shall not be allowed signage.

b Such "day care home" shall provide care for children as follows:

Provider's children not attending	Maximum number of day care children permitted at one time
Full-time school	
6 or more	0
5	1
4	2
3	3
2	4
1	5
0	6

Provider's children under 12 years attending full-day school	Additional day care children permitted during school hours
0	2
1	1
2	0

- 10. Such "day care home" shall obtain proper licensing as may be required by the State Department of Social Services, as administered by the Arapahoe County Department of Social Services and/or any other agency as may be required by Colorado Laws.
- 11. A six (6) foot high fence must enclose outdoor play areas used by the children.
- 12. A "day care home" is exempt from provisions B-1 and B4 -7 above.

4) **Notice/Hearing:** Except as may be provided elsewhere in these Rules:

- A Prior to the levying of Fines, Persons liable for the payment thereof must be provided Notice and an opportunity to be heard. Each alleged Violation must be substantiated by written documentation from one of the following 1) the Property Manager, 2) a Member of the Board of Directors, 3) an owner when such documentation is delivered to the Board of Directors or Property Manager.
- B Persons entitled to a Hearing shall have the opportunity to be heard at 1) the next regularly scheduled meeting of the Board of Directors, 2) as such meeting as may be scheduled by the Board of Directors at a date and time no less than 10 calendar days after such Person's receipt of the Notice. All hearings shall be held at the location set forth in the Notice.
- C Notice of alleged Violations required to be given shall be given to the following Persons:
  - 1. In the case of alleged Violation of these Rules by a Minor Resident, Notice shall be given to an Adult Resident of the Unit and the Owner of the Unit.
  - 2. In the case of an alleged Violation of these Rules by a Tenant or a Related User of a Tenant, Notice shall be given to the Tenant and to the Owner of the Unit.
  - 3. In the case of an alleged Violation of these Rules by and Adult Resident, Notice shall be given to the Adult Resident, and also to the Owner of the Unit.
  - 4. In the case of an alleged Violation of these Rules by a Guest, Notice shall be given to the Owner of the Unit.

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- D All Notices required to be given under these Rules shall be in writing and shall be deemed given when delivered personally or when deposited into the United States mail, sent first class postage prepaid, return receipt requested, and addressed to the receiving party as follows:
    - 1. If to an Owner, to his or her Unit, or such address as may be delivered, in writing, to the Property Manager; and
    - 2. If to a Tenant or an Adult Resident, to the Unit where he or she resides.
  - E In the event a Violation is cured prior to the Hearing and this is the first Violation of a particular Rule, no further action will be taken by the Board of Directors.
  - F In the event any Persons entitled to a Hearing fails to appear, he or she will be presumed to have acknowledged the Violation and will be subject to all penalties for the occurrence of the Violation.
- 5) **Fines**
- A After Notice and Hearing, Persons responsible for the Violation, shall be subject to the following schedule of Fines:
    - 1. \$25.00 for the first month following the Violation if the Violation is not cured.
    - 2. \$50.00 for the second month following the Violation if the Violation is not cured.
    - 3. \$100.00 for the third and each subsequent month the Violation is not cured.
  - B Each Owner shall be personally liable for all Fines assessed against him or her and against his or her Related Users or Tenants.
  - C Each Owner shall be personally liable for Fines assessed for the Violation of Minor Residents of the Unit.
  - D All fines not paid within 10 days will be assessed interest at the rate of 18% per annum.

**Effect of Non-Payment of Penalties.** The Board shall have such rights to enforce the penalties as are granted to the Association for enforcement of assessments in the Declaration including but not limited to bringing an action at law or in equity or both and foreclosure of the lien in the manner and form provided by Colorado Law.

**Modification, Amendments, Repeal, Re-enactment.** Notwithstanding anything to the contrary contained in the Rules and Regulations, the Board hereby reserves the right, at any time and from time to time, to modify, amend, repeal and/or re-enact these Rules and Regulations, subject to any limitations placed on the Board in the Declaration, the By-Laws of the Association, or by law.

**Effective Date.** The effective date of these revised Rules and Regulations shall be ten (10) days from the date hereof.

#### **Miscellaneous.**

- 1) Failure by the Association 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.
- 2) The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment, court order or decree shall in no way affect the validity of enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

**Owners Responsibility.** The owner of each lot will be held responsible for his or her actions or omissions and the action or omissions of any occupant of his or her lot or any other person on the property of the Association with the permission of such owner or of any such occupant. Any fines, penalties, assessments, costs or fees levied by the Association as a result of any such actions or omissions shall be charged to such owner.

**Late Fees:** In the event any annual or special assessment established pursuant to the Declaration is not paid within fifteen (15) days after the due date thereof, then in addition to any interest charges accruing thereon, as provided in the Declaration, a late fee in the amount of not less than Five Dollars (\$5.00) for each monthly installment shall be assessed. The late fee shall be the personal obligation of the Owner(s) of the lot for which such assessments are unpaid. All late fees shall be due and payable immediately, without notice, in the manner provided by the Declaration for payment of assessments.

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**Return Check Charges:** In addition to any and all charges imposed under the Declaration, Articles of Incorporation, By-Laws or these Rules and Regulations, a Twenty Dollar fee (\$20.00) shall be assessed against an owner, in the event any check or other instrument attributable to or for the benefit of such Owner or Owner's property is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such returned check charge shall be due and payable immediately, upon notice thereof, in the same manner as provided for payment of assessments under the Declaration. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

IN WITNESS WHEREOF, the undersigned, constituting the Board of Directors of the Association have hereunto set their hands and seal (if any) this 16<sup>th</sup> day of May 2005, for the purpose of adopting these Rules and Regulations as and for the Rules and Regulations of the Association.

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