

# **HEARTHWOOD COMMUNITY HOMEOWNERS ASSOCIATION RULES AND REGULATIONS (July 1, 2019)**

These are the Rules and Regulations governing the Hearthwood Community Homeowners Association. They apply to all residents of Hearthwood (owners and non-owners). They are enforceable under our Declarations and By-laws. The purpose of these Rules and Regulations is to provide all residents maximum enjoyment while living in the Hearthwood community.

Hearthwood is an association of individuals and a community of residents with many common interests. One common interest is to maintain the highest quality of life for all residents.

**REMEMBER: TO HAVE A GOOD NEIGHBOR,  
YOU MUST FIRST BE A GOOD NEIGHBOR.**

**MANAGEMENT OFFICE:** Hearthwood Community Homeowners Association is managed by:

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Office hours are 8:30 a.m. – 5:00 p.m. Monday through Friday. There is a 24-hour emergency answering service at this same number.

**MAINTENANCE:** Maintenance of all common areas is provided by the Homeowners Association as well as the maintenance of the exterior of the buildings. Repairs inside a unit are the responsibility of the unit owner and not that of the Association.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ARTICLES OF INCORPORATION AND BY-LAWS:** The Association is governed by these documents. These three documents, as well as budgets and other Association-related documents, are kept on file at the office of the Management Company, and are also available at the Hearthwood website, [www.hearthwoodtownhomes.com](http://www.hearthwoodtownhomes.com).

**FISCAL YEAR:** Hearthwood operates on a fiscal year beginning April 1, and ending March 31.

**ANNUAL MEETING:** The annual meeting of the Association shall be held each year on such date as shall be selected by the Board of Directors. At such meeting, the Members shall transact such business of the Association as shall properly come before the meeting including election of members of the Board of Directors.

Your Board of Directors encourages all owners to become involved in and with Hearthwood, to attend meetings and to serve on various committees that advise the Board. Information on these committees is available from the Board members or the Management Company. Only through active member participation can your Association be responsive to your needs and wishes. This helps ensure that the Hearthwood community remains a sound investment, and is a pleasant and enjoyable place to live.

## **DEFINITIONS OF TERMS USED IN RULES:**

**ADULT** – Shall refer to anyone at least 18 years of age.

**ARTICLES OF INCORPORATION** – Shall refer to the Articles of the Association and any amendments thereto, the provisions of which are applicable to this community.

**ASSOCIATION** – Shall refer to Hearthwood Community Homeowners Association, Inc., a Colorado Corporation, not-for-profit, its successors and assignees; the Articles of Incorporation which shall govern the administration of this community, the members of which shall be all of the owners, including Declarant.

**BOARD OF DIRECTORS** – Shall refer to the governing body of the Association.

**BY-LAWS** – Shall refer to the By-laws of the Association, the provisions of which are applicable to this community.

**COMMON AREA** – Shall refer to all real property owned by Association for the common use and enjoyment of the residents, including common parking areas, walkways, greenbelt areas, plant beds and grass areas in front of homes, pool or other recreational facilities.

**COMMON PARKING AREAS** – Shall refer to parking spaces on private streets, either assigned or unassigned.

**DECLARANT** – Shall refer to the Declarant named herein and such successor and successors as may be designated by declaring by written notice duly recorded.

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** – Shall refer to that document, together with all exhibits attached thereto, which document has been recorded in the County Clerk and Recorder and as may be amended from time to time.

**DERELICT/ABANDONED PROPERTY** – Shall refer to any vehicle, trailer, or other items parked or left in the common area or in common parking areas not bearing a valid and current state license plate and /or any item or vehicle which has not been moved by its owners for a period of two (2) weeks or more.

**EXTENT OF OWNERS' EASEMENTS.** The rights and easements of enjoyment created hereby shall be subject to the following: The right of the Association to close or limit the use of the Common Area while maintaining, repairing and making replacements in the Common Area.

**GARAGE SALE** - Shall mean and include all general sales, open to the public, conducted from or on residential premises in Hearthwood, for the purpose of disposing of personal property including, but not limited to, all sales entitled “garage”, “lawn”, “yard”, “attic”, “porch”, “room”, “patio”, “flea market”, or “rummage” sale.

**GUEST** – Shall refer to any agent, employee, tenant, guest, licensee, or invitee, of an owner or resident.

**MANAGING AGENT** – Shall refer to the person employed by the Board to perform the management and operation functions of the community.

**OWNER** – Shall refer to a person, firm, corporation, partnership, association, or other legal entity, or combination thereof, who owns one or more units, but excluding any such person having an interest therein merely as a Mortgagee (unless such Mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceeding in lieu thereof).

**PERSONAL PROPERTY**- Shall mean property which is owned, utilized and maintained by an individual or members of his or her residence and acquired in the normal course of living in or maintaining a residence.

**PETS** – Shall refer to dogs, cats, or other animals which would normally be considered domesticated and kept within a household.

**RECREATIONAL FACILITIES** – Shall refer to the swimming pool, pool area, pool house, and any other facility which may be erected or installed on the common area for the residents of Hearthwood.

**RECREATIONAL VEHICLE** – Shall refer to any vehicle containing a sink, stove, refrigerator, sleeping accommodations, or a combination thereof; boats; trailers; snowmobiles; motorcycles designed specifically for off-road use only; pick-up, van, camper or truck in excess of three-quarter (3/4) ton; and any accessories to these items.

**RESIDENT** – Shall refer to any person whose usual place of residence is Hearthwood.

**TRAILER** – Shall refer to any house trailer, camping trailer, boat trailer, hauling trailer, running gear, boat or accessories.

**UNIT** – Shall refer to an individual dwelling space conveyed separately to the purchaser, including the land upon which it is located as such land is described on the plat of subdivision.

**WALKWAY** – Shall refer to outdoor, ground level, common area sidewalk.

### **GENERAL RULES:**

1. These Rules and Regulations, the Declaration, the Articles, and the By-laws relating to Hearthwood, shall be enforced by the Board of Directors and fines for infractions may be levied in accordance with provisions therein.
2. The Board may adopt such reasonable rules as it deems proper for the Association property. A copy of said rules, as they may from time to time be adopted, amended, or repealed, must be mailed or otherwise delivered to each Owner, but need not be recorded. Upon such mailing, delivery, or recordation, said rules shall have the same full force and effect and may be enforced against each owner.
3. Owners are responsible for all members of household, tenants, licensees, and guests.
4. Any immoral, improper, offensive, or unlawful act may be reported to the appropriate governmental authorities and will be deemed an infraction of these Rules. These infractions should also be reported to the Board of Directors and/or management company.
5. NO SMOKING is allowed in any of the Common Areas of the community.
6. Common Areas cannot be used for commercial purposes.
7. Roadways and walkways shall be clear at all times for emergency traffic. No vehicles, furniture, wood, bicycles, barbecue pits, toys or other items of personal property shall be stored or left in the roadways, walkways, or other places on the common areas.
8. Hot Tubs. Hearthwood Townhomes does not allow the installation of hot tubs on decks, patios, or balconies.
9. No resident shall sweep or throw any dirt or other substances into the Common Areas, or onto another resident's property.

10. Noise/Quiet Hours. No one subject to these rules shall make or permit loud noises or play musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents of this community. Volumes on the previously mentioned items shall be lowered between the hours of 10:00 p.m. and 8:00 a.m.
11. Noise Disturbance. Noise disturbances may be reported to both the Lafayette Police Department non-emergency number (303-665-5571) at the time of the incident, and later to the management company.
12. No Annoying Lights or Odors. No light shall be emitted from any Lot which is unreasonably bright or causes unreasonable glare. "Patio lights" should only illuminate the Homeowner's patio area, and not illuminate the Common Area or another Homeowner's property. No odor shall be permitted from any Lot which is noxious or offensive to others.
13. Propane Grills ONLY. Hearthwood does not allow use of charcoal or wood chip grills, or fire pits of any kind. Grills must never be left unattended. Grills are not allowed in common areas. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept on the property except for those required for normal household use.
14. Fireworks. No fireworks or firearms may be fired or discharged within the community.
15. Holiday Décor. Any temporary exterior holiday decorations may be displayed within 15 days before a holiday and must be removed within 15 days after the holiday. Christmas lights and decorations will be allowed from November 25 through February 1. All installations of exterior decorations for holiday purposes must not jeopardize the safety, welfare or convenience of the community.
16. On-Site Contractors. No resident at Hearthwood Townhomes is permitted to interrupt, interrogate or interfere with any contractor(s) on-site, while conducting services directed by the HOA for the Hearthwood Townhomes community, with the exception of an emergency situation. If questions arise, a tenant is required to contact their landlord, and an owner may call the property manager.

### **PETS:**

17. No more than two (2) pets with access to outdoors are permitted. There is no limit on the number of pets who remain indoors at all times (except for trips to the vet and similar circumstances). In accordance with the City of Lafayette regulations, cats must be indoor only cats, walked on leash, or otherwise restricted from roaming on common areas and public property.
18. No livestock, fowl, wildlife or exotic animal is permitted to be kept on the property at any time.
19. Pets are not permitted in the common area unless they are on a handheld leash, transported in a carrier, or under some form of restraint.
20. No pet may be leashed or confined to any stationary object on or in any common area including the pool, front porches, vehicles, trees and fences.
21. Pet waste must be immediately removed and cleaned up from the property and common areas and disposed of in one of the waste cans provided throughout the property or a receptacle ordinarily used for household garbage.
22. Pet owners and those having charge of animals must prevent the creation of offensive pet odors which interfere or unreasonably disrupt any resident's use or enjoyment of their living space.
23. Pet owners or those having charge of a pet will be held responsible and liable for any property damage, injury, or disturbance caused or inflicted by a pet.

24. Any unleashed or unattended pet found at large or roaming on the property (including cats and dogs) may be transported to the local animal shelter or local enforcement officer by any Association member, officer, or director without liability to the acting individual except for willful misconduct or gross negligence.
25. **Nuisance.** If a permitted household animal constitutes a nuisance or inconvenience, including but not limited to, excessive noise so as to disturb neighboring residents of the Condominium Community, being off leash or littering the Common Elements, the Board of Directors shall have the right to direct that the animal be permanently removed from the Condominium Community. No removal of an animal shall be made until the animal's owner has been given written notice as to the reason for such animal's removal, and such owner has had an opportunity for a hearing before the Board of Directors. All costs incurred by the Association in enforcing and effecting the removal of such animal, including reasonable attorney fees and costs, shall be properly assessed against the owner of the unit wherein the animal resides.
26. Pet owners are expected to follow all city ordinances as outlined on [www.municode.com/resources](http://www.municode.com/resources) or [www.cityoflafayette.com](http://www.cityoflafayette.com).

### **SWIMMING POOL:**

27. Daily Hours: 8:00 a.m. to 10:00 p.m. Monday through Friday; and 8:00 a.m. to 10:00 p.m. on weekends. Pool may be closed at certain times for maintenance and cleaning.
28. NO LIFEGUARD IS ON DUTY! All persons swim at their own risk.
29. Guests must be accompanied by a resident. Each unit is limited to two (2) guests at one time regardless of the number of residents residing in the unit.
30. Pets are not allowed in the pool area.
31. Smoking is not allowed anywhere in the pool area.
32. Glass containers and alcoholic beverages are NOT allowed in the pool area.
33. Persons under 13 years of age must be accompanied by an adult 18 years of age or older. It is recommended that a person who cannot swim wear floats or life preservers. Other types of floats (air mattresses, inner tubes, etc.) are not allowed in the pool.
34. The pool gate is to be kept locked at all times. DO NOT PROP POOL GATE OPEN.
35. Only appropriate swimwear (no cutoffs, etc.) is allowed in the pool. No diapers may be worn in the pool.
36. Changing facilities are adjacent to the swimming pool. The Association is not liable for items left unattended in these facilities.
37. **Homeowners may purchase a replacement key for a cost of \$100.00 at the Hudson Real Estate Office. A photo ID is required, hours are 8:30 am to 5:00 pm, M-F; and cash, checks or credit cards are accepted. Non-resident Homeowners can mail or email the property manager their permission (in writing) to allow their tenant or property management company to purchase one in their place (with photo ID and copy of lease). In order to maintain that only actual Hearthwood residents have key access to the pool, purchases of multiple keys at a time are not allowed.**
38. Pool rules strictly prohibit running in the pool area, horseplay, excessive noise, and loud music.

39. Anyone, even if you are a resident of the community, found using the pool or accessing the pool area after 10:00 pm or before 8:00 am will be considered trespassing on private property, and will be reported to the Lafayette Police.

### **TRASH:**

40. All trash must be put in sealed trash receptacles (provided by the trash company) with a unit number indicated on the container and the lid. These trash containers must be clean and in good condition. All trash containers must be put in the designated trash pickup area or as close to the curb as possible. Please contact the management office if you are unsure where the trash container pickup site is located.
41. All trash containers must be put out for pick up on the day of collection (Thursday). Trash containers may be put out no earlier than the evening of the day before pickup. Trash collection day is Thursday unless it is a week in which a holiday falls or if it is snowing heavily, in which case the next collection day will usually be Friday.
42. Trash cans must be picked up by the resident and returned to home (stored in the backyard of each unit) by the next morning following trash collection day. Cans left out longer than the following morning will be confiscated by the resident manager. If the trash can is not retrieved after 7 days, it will become the property of the Association and may be returned to the trash company. Owners are responsible to purchase new trash or recycling containers from Western Disposal. No other type of trash containers are allowed to be put out for pick up.
43. The waste company will not pick up batteries, paint, motor oil or other similarly hazardous materials. Items left for pickup that are not picked up by the trash company and are not retrieved by the owner before the morning of the day following pickup will be removed by the Association at the owner's expense. Any resident wishing to dispose of items other than normal trash, including furniture or large household items, must call Western Disposal at 303-444-2037 for a special pick up at the owner's expense.
44. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any property within the community and no odors shall be permitted to arise therefrom, so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof, or to its occupants.

### **VEHICLE PARKING AND TRAFFIC POLICIES:**

45. Vehicles shall be parked only in garages, driveways, or common parking areas. They may not be parked on the grass as they will cause damage to the lawn or sprinklers.
46. There shall be no parking permitted where indicated by "Fire Lane" or "No Parking" signs or yellow markings on the streets and curbs. Anyone parking in these areas is subject to immediate ticketing and/or towing.
47. Recreational vehicles cannot be parked on Association grounds.
48. No Abandoned or Inoperable Vehicles of any kind shall be stored or parked on the property. An "abandoned or inoperable vehicle" shall be defined as any vehicle parked in an unassigned (white) bay that has not been driven under its own propulsion for a period of seven (7) days or longer; provided however, that otherwise permitted vehicles parked by Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles if such mitigating factors had been reported to the Property Manager.

49. In the event the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the owner thereof (if such owner shall be reasonably ascertained), or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the abandoned or inoperable vehicle is not moved within 24 hours thereafter, the Association shall have the right to remove the vehicle at the sole expense of the owner.
50. If any vehicle is deemed by the Association to be “abandoned” or “inoperable”, then the “written notice” as stated in section #50 will be deemed to be a violation met with a “written warning” pursuant to Section 114 of the Hearthwood Rules and Regulations. Subsequent written notices will be classified as additional and sequential offences pursuant to Section 114.
51. No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or garage. Offending vehicles shall be immediately reported to the appropriate authority and ticketed and/or subject to immediate towing if in a fire lane.
52. Speed limit signs, stop signs, yield signs, and no parking signs may be erected at the Board’s discretion with authorization of the appropriate governmental agency when necessary.
53. No repair to vehicles shall be made on the premises that will incapacitate the vehicle for more than twenty-four (24) hours. No dumping of oil, antifreeze, or other debris from motor vehicles is permitted. Excess oil or other substance dropping from a vehicle onto any parking lot or driveway area must be cleaned up at the time of occurrence. In addition to other fines levied, a clean up assessment of at least \$75 will be charged for each incident.
54. Any vehicle that is parked in an assigned parking space, which the unit owner or unit tenant has not authorized, is subject to ticketing and/or immediate towing at the offending vehicle owner’s expense. The Lafayette Police Department will ticket the vehicle if they are called.
55. Vehicles shall not extend beyond the marked boundaries of any parking space while parked. The front of each vehicle shall not overhang sidewalks.
56. Carports may not be used for storage of any item except one (1) vehicle.
57. No unlicensed motorized vehicles will be operated or parked on Association property.

### **SNOW REMOVAL PROCEDURES:**

58. Parking Lot. All common driveways and throughways in the parking lots will be plowed by the snow removal contractor hired by the HOA.
59. Sidewalks. All sidewalks will be cleared by the snow removal contractor (unless resident vehicles are parked over the walkway).
60. Parking Spaces. The assigned parking spaces are considered limited common elements since they are for the exclusive use of the residents living in one specific unit. Once the lot is plowed, residents are expected to remove additional snow, ice and debris from their parking space. After clearing snow off a vehicle, residents are asked to move the snow away from adjacent parking areas, walkways or sidewalks. Please contact the management company if additional assistance is needed.
61. Ice Melt. A small amount of ice melt is available for residents upon request. Please call the management company for more information. This is intended to be used as a supplement for porches, walkways or parking space areas. If larger amounts are needed, residents may purchase their own supply.

## **GARAGE SALE GUIDELINES:**

62. No household shall hold more than one (1) garage sale in any calendar month. If households conduct a joint garage sale, each participating household shall be deemed as having held a garage sale. There shall be no sale event that is a nuisance to Hearthwood residents, one that causes noise violations, or one that creates safety issues.
63. Garage sales shall be limited to the hours between 8:00 a.m. and 4:00 p.m. and shall last no more than two (2) consecutive days.
64. Personal property offered for sale may be displayed within the unit, in a carport, common area and/or in a yard but only in such areas. No personal property offered for sale at a garage sale shall be displayed in any public right-of-way, sidewalk, steps, or parking lot. Personal property for sale must be removed from outdoors and stored by 4:00 p.m.
65. Only the garage sale advertising signs outlined in item number eighty-five (85) of this document are permitted.
66. Visitors shall use parking spaces designated as "OPEN" or use the surrounding streets for vehicle parking. Visitors will not park, at any time, in parking spaces assigned to units. No vehicles shall block access to parking lots or other public right-of-way at any time.

## **ARCHITECTURAL CONTROL COMMITTEE:**

Exterior Alterations / Additions. No architectural alteration or addition including, but not limited to, buildings, fences, walls, canopies, awnings, solar devices, exterior doors, windows, window or wall mount or other sleeve-type air conditioners shall be erected, altered, moved, removed, installed, or maintained upon the Project or any portion thereof; nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, locations, and approximate cost of same shall have been submitted in writing to the Architectural Control Committee (ACC). The ACC has the power to approve or disapprove requests as stated in Declaration Article V, section 2.

67. Exterior Alterations / Additions. No architectural alteration or addition including, but not limited to, buildings, fences, walls, canopies, awnings, solar devices, exterior doors, windows, window or wall mount or other sleeve-type air conditioners shall be erected, altered, moved, removed, installed, or maintained upon the Project or any portion thereof; nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, materials, locations, and approximate cost of same shall have been submitted in writing to the Architectural Control Committee (ACC). The ACC has the power to approve or disapprove requests as stated in Declaration Article V, section 2.

**(Section 3.) The Architectural Control Committee shall approve or disapprove all requests for architectural control approval within forty five (45) days after the complete submission of all plans, specifications, and other materials and information which the Committee may require in conjunction therewith. In the event that the ACC fails to approve or disapprove any request within forty five (45) days after the complete submission of all plans, specifications, materials and other information with respect thereto, approval shall not be required and this Article shall be deemed to have been fully complied with. If request is denied, the owner can appeal to the Committee or the Board of Directors.**

Any such exterior alteration or addition so installed prior to the Committee's written approval shall be deemed to be a violation of these rules. If the installation is completed prior to approval, the owner may be subject to fines without warnings and costs to bring the structure back to its original state. **(See items marked DESIGN REVIEW REQUIRED below).**



The Committee shall be appointed by the Board of Directors and shall consist of three (3) or more members. The Committee shall exercise its best judgment to see that all improvements, construction, landscaping (including vines), and alterations on lands within the Project conform to and harmonize with existing surroundings and structures.

68. Exterior Restrictions. Garments, rugs, clothing, or other household items may not be hung from windows, balconies, fences, plant materials or facades of buildings. No clothesline of any type shall be placed on your property which is visible from the common area, the street, or neighbor's yard. No exterior utility wires or cable shall be affixed to any building without the explicit recommendation from the Architectural Control Committee and approval from the Board of Directors.
69. Design Review Application. Application may be made by requesting a Design Review Application and a copy of the Hearthwood Remodeling Guidelines from the property manager, or by downloading the two documents from the Hearthwood website at [www.hearthwoodtownhomes.com](http://www.hearthwoodtownhomes.com).

## **EXTERIOR GUIDELINES:**

70. Air Conditioners. Air conditioner units are not allowed in the front windows of any unit if they extend past the exterior wall, furthermore, the air conditioner must be flush with the window and must not protrude past the screen. All air conditioner units in front windows must be removed by the end of the summer season.
71. Alternative Energy Devices. Owners who want to install any type of alternative energy device must submit a written request to the board detailing the nature of the project, product specifications and location of such device before proceeding with the project. The board may approve or disapprove such request and has the right to require an Owner to remove a device that has not been approved.
72. Awnings. Awnings may only be installed on rear patios and must be made of flame retardant material. Fabric must be a neutral color and approved by the Architectural Committee. The awning must be permanently installed. Any damage to the siding or unit caused by the awning and/or installation must be repaired at the homeowner's expense. **DESIGN REVIEW REQUIRED**
73. Building Attachment. No resident shall be permitted to construct any support system, such as cables or wires that attach to a building or fence for any purpose. The unit owner is responsible to remove any such structure and is subject to fines without warning and costs to bring the structure back to its original state.
74. Combustion Air Flow Vents. Combustion air flow vents should be installed within one foot of the existing vent. New vents should have a similar exterior vent hood and be painted to match the exterior of the unit. Any damage to the unit caused by the installation of a vent is the sole responsibility of the homeowner, not the HOA.
75. Front porches and surrounding common areas cannot be used for any type of storage including bicycles, toys, plastic containers etc.
76. Front Porch Railings. Railings may be installed at the homeowner's expense on stairs leading to the front door. They must match the design of those already installed on the property, be made of wrought iron and painted black. Repair and maintenance of the railings is the homeowner's responsibility. The HOA may choose to repaint the railing when repainting the exterior of the units. Any damage to the unit caused by the installation of a railing is the sole responsibility of the homeowner, not the HOA. New front porch railings must be built to the current code.
77. Outside Gates. Back gates need to be kept closed and latched except for brief entrance and exit.

78. Outside Hose Bibs. No unit owner is allowed to attach a hose to a hose bib that is on the side of a building (designated for HOA use only). No hoses are allowed to be attached to a hose bib that has been installed on the front of a unit. No hose hangers are allowed to be installed on any surface of the exterior of the building.
79. Radon Mitigation Devices. Fan and electrical connection must be located inside the storage shed, unless documentation is submitted showing that there is a structural reason why this cannot be done. PVC outlet piping must be painted to match the exterior of the unit. **DESIGN REVIEW REQUIRED**
80. Satellite Dish Installation. Preferred placement of satellite dishes is on the chimney. If the chimney is on the front of the unit, the dish must be placed on the side or back of the chimney. Satellite dishes may be installed on the owner's unit, not neighboring units. Satellite dishes may be installed on the back of the unit, but not on any fence or deck railing. They may also be installed on the side of a unit, at least six feet high. Satellite dishes may be installed on the back portion of the roof, however, the installer must use a fabric tar sealant with a 20 year life to prevent water damage to the roof. Once installed on the roof, the base of the satellite may not be removed. Any damage to the unit caused by the installation of a satellite dish is the sole responsibility of the homeowner, not the HOA. **DESIGN REVIEW REQUIRED**
81. Screen/Storm Doors. Only white exterior screen doors may be installed on front doors. Storm doors are not recommended due to the damage caused by the sunlight melting the front door window grid. If storm doors are used, the owner of the unit is responsible for the costs or repairing any damages incurred to the front door.
82. Skylights. The maintenance, repair and replacement of a skylight is the responsibility of a unit Owner. The skylights are considered to be a "glass surface" and as such, are excluded from exterior maintenance provided by the HOA. Any interior damage that results from a skylight that needs maintenance is also the responsibility of the unit Owner. **DESIGN REVIEW REQUIRED**
83. Window Screens. All window coverings, window screens and screen doors must be in good repair.
84. Window Replacements. Front windows must be replaced with a grid pattern in the glass. Diamond grid pattern kitchen windows can be replaced with a different grid pattern. Casement windows may be replaced with double hung windows. **DESIGN REVIEW REQUIRED**

### **COMMON AREAS:**

85. Bird feeders are not allowed on the premises as they can attract nuisance or destructive wildlife.
86. Front window well grates must be kept clear of all personal items at all times. This is a Boulder County fire code requirement.
87. Personal items are not permitted to be attached to the siding of the building with the exception of plant hangers and flag pole holders. This includes decorative plaques, address numbers, welcome signs, etc.
88. Plant Containers. Containers for plants are allowed on the stairways and porches only and must be removed from these areas and stored in the unit prior to snow removal. Plant containers are not allowed on the common areas of the property (such as beneath front windows) unless approved by the Board.
89. Trellis. No trellis is allowed in the front of any unit (even if it is not attached to the building).
90. Wind chimes and bird baths are allowed on the back patio areas only.

91. **Inflatable Toys, Tents, Pop-ups:** Inflatable pools, bouncy houses, tents, or shade “pop-ups” are not allowed in the Common Areas. Use of these items damages the grass, and noise from gatherings or parties in the common area
92. **Games in Common Areas:** Homeowners, residents and/or guests are prohibited from playing “bat and ball” games in the Common Areas.

### **LANDSCAPING:**

93. **Landscaping.** The Association shall be responsible for the landscaping and maintenance of the common area, including cutting the grass, removing weeds and deciduous woody vines that touch the exterior of any building or fence, pruning and removing trees and vegetation when necessary. No owner shall, in whole or in part, change the landscaping of their lot or any portion of the common area by the addition or removal of any items without the prior recommendations of the Landscape Committee and/or the written approval of the Board of Directors per Declarations Article IX, section 3.
94. **Landscaping Materials.** Patio landscaping materials (i.e. decking, bricks, rocks, bark, etc.) must be kept clear of the fences and gates to prevent damage to these fences. In addition, landscaping materials must be kept within the confines of the patio area.
95. **Vines.** All deciduous woody, annual or perennial vines growing on the exterior of any building (front or back) or fence will be removed by the landscaping contractor.

### **SIGNS:**

96. **Signage.** No sign of any type is allowed without the written approval of the Architectural Control Committee, except one “For Rent” or “For Sale” sign not larger than five (5) square feet for any unit to be sold or rented, provided such sign is placed parallel to the exterior wall within two (2) feet of the unit, or placed in the window of the unit. Unit owners assume the liability for any damages caused by these signs.
97. **Sign Approval.** No advertisement, sign, notice, or lettering shall be exhibited, displayed, inscribed, painted or affixed on the property without written recommendation of the Architectural Committee and approval of the Board of Directors.
98. **Garage Sale Signs.** Only the following specified signs may be displayed in relation to a pending garage sale: (a) Two (2) signs of not more than four (4) square feet each shall be permitted to be displayed in proximity of the unit where the garage sale is to be conducted. Signs will not be displayed in common areas, public access areas including sidewalks, or at any of the entrances to Hearthwood. (b) No sign or other form of advertisement shall be exhibited for more than one (1) day prior to the day such sale is to commence. (c) All signs must be removed at the close of the garage sale activities or by 4:00 p.m. whichever occurs first.

### **LEASED UNITS:**

99. Each unit leased shall be for an initial term of not less than 30 days. The lease must be in writing, **and the owner or management company shall file a copy of the first and last pages of the Lease, along with a completed Tenant Information Form and Rules Acknowledgement Form with the HOA Management Company** no more than 15 days after the signing of the lease. Non-compliance with these guidelines shall be deemed to be a violation of these rules and may result in automatic fines without any previous notices being sent out.
100. Owner is responsible for the distribution of the Rules and Regulations to all tenants, **and return of the Rules Acknowledgement form to the management company.** Noncompliance will result in fining pursuant to the enforcement section below.

101. Any non-owner residing in a unit shall be subject to these Rules and Regulations in the same capacity as would an owner, subject to all rights and liabilities contained herein, with the exception of the voting privilege assigned to the owner. Any fines incurred by non-owner residents shall be the liability of the owner of the unit, and shall be added to and due with the next regularly scheduled Homeowner Association payment.
102. Leases must specifically provide that the terms of the lease and occupants are subject to the Declarations, Articles, By-laws, and Rules and Regulations of the Association.
103. Tenants and owners may use the lot for residential purposes only.
104. There shall be no more people residing in the unit than are allowed by the zoning ordinances of the City of Lafayette.
105. Owner is responsible to provide tenant with a pool key at owner's expense.

#### **COLLECTION OF DELINQUENT ASSESSMENTS:**

106. **All monthly assessments are due and payable on the FIRST OF EACH MONTH. Any assessment not paid within ten (10) days after the due date shall be subject to a \$35.00 late charge. Additionally, any assessment or other charge not paid within ten (10) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. All such fees and interest shall be due and payable immediately, without notice, in the manner provided for payment of assessments.**
107. **Notice of Delinquency. After an installment of an assessment or other charge owed to the Association becomes thirty (30) days past due, and before the Association turns the delinquent account over to a collection agency or refers it to the Association's attorneys for legal action, the Association shall cause a Notice of Delinquency to be sent to the owner who is delinquent in payment.**
108. **Offer of Payment Plan. Subject to the following requirements and conditions, the Association shall offer a payment plan to any delinquent owner and make a good faith effort to coordinate a payment plan with the owner. The payment plan must allow the delinquent owner the right to pay off the delinquency in equal installments over a period of at least six (6) months.**
109. **Referral of Delinquent Accounts to Attorneys. After the deadline stated in the Notice of Delinquency has expired, the Association may, but shall not be required to refer delinquent accounts to its attorneys for collection.**
110. Any owner over sixty (60) days in arrears in Association payments **shall** have voting suspended until such time as the account has been paid up to date.
111. The Association may initiate legal action to collect assessments or may foreclose upon its lien.

#### **ENFORCEMENT:**

112. Enforcement procedures under these Rules and Regulations may be exercised independently of any enforcement actions undertaken by local, county, state or federal authorities. All complaint information will be kept confidential.
113. If the Association brings a legal action to enforce any provision hereof, the violating party shall be subject to liability for costs, expert witness fees, and reasonable attorney's fees.

114. All complaints pertaining to infractions of the Rules and Regulations of Hearthwood must be in writing (when practical), addressed to the Board of Directors, c/o current management company.
115. The written complaint must include the following:
1. Name and identity of individual(s) committing the infraction.
  2. The unit number with which the individual is associated and some description of the nature of the relationship; i.e., guest, owner, tenant, etc.
  3. The identification of the Rule or Regulation violated.
  4. The date, time, and place of the infraction.
  5. The name, address and telephone number of the person making the complaint, and a brief description of the complaining individual's relationship to the community.
116. Upon receipt of a written complaint, the Board of Directors and/or the Management Company shall notify the person(s) charged with committing the violation, and may impose a fine according to the following schedule:
- |                          |                 |
|--------------------------|-----------------|
| 1 <sup>st</sup> Offense: | Written Warning |
| 2 <sup>nd</sup> Offense: | \$ 50.00        |
| 3 <sup>rd</sup> Offense: | \$100.00        |
| 4 <sup>th</sup> Offense: | \$150.00        |
| 5 <sup>th</sup> Offense: | \$250.00        |
- Any additional: Appropriate legal action as deemed necessary by the Board.
117. Person(s) charged with committing the violation may request a hearing at the end of the next regularly scheduled Board Meeting. Failure to request a hearing shall be considered a waiver of the right to a hearing. All such hearings shall be handled on an individual basis. This is in compliance with the Colorado Common Interest Ownership Act as amended.
116. The offenses of the unit owner, his guest and/or tenants, shall all be attributable to the unit owner. In order to warrant an increase in fine, each succeeding infraction must fall in the same category of rules (i.e. pet policy, trash removal, etc.).