

Rules and Regulations of the SunPointe at Lakewood Estates II Condominiums
Association Inc.


Introduction: It is to the benefit of all owners and residents that rules and regulations for the common good of, and enjoyment of, the members are implemented. The protection of the owners' investments, enhancements of property values, and the improvement of the general environment are goals. These rules and regulations are implemented and adopted by the Board of Directors under the authority of the Amended and Reinstated Declaration of Covenants, Conditions and Restrictions of SunPointe at Lakewood Estates Condominiums II, Section 7.20 Rules and Regulations and pursuant to Colorado law.

Effective Date: January 15, 1988

First Update/Revision: August 26, 1992

Second Update/Revision: February 21, 2018

Approved by the Board of Directors February 21, 2018



Randal R. Fischer
President

**These Rules and Regulations Supersede Any and All
Previously Promulgated Rules and Regulations.**

Enforcement

1. Reporting Violations. Any complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee members(s) by submission of a written complaint.

2. Complaints

(a): Complaints by Owners or residents shall be in writing and submitted to the Board of Directors. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed, and any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association.

(b) Complaints by a member of the Board of Directors, a committee member, or the Manager, if any, may be made in writing or by any other means deemed appropriate by the Board if such violation was observed by the Director or Manager.

See Policy for more information:

Resolution of the SunPointe at Lakewood, Estates II Condominium Association, Inc.

Regarding Policies and Procedures for Covenant and Rule Enforcement. Effective April 29, 2013.

Renter Compliance

An owner renting his/her residence must include in his lease that the terms of that lease are subject to the Association's Bylaws, Declaration, Articles, and Rules and

Regulations; and that failure by the renter to comply with the terms in these documents will be cause of default under the lease.

Renting of Residence

- Owner must apply to the Board of Directors for a "Leasing Permit" 30 days prior to date of property being available or advertised for rent. Owner is subject to Article 7 Covenants and Restrictions on Use, Alienation and Occupancy Section 7.2 Leasing and Occupancy.
- Once permission to Lease is granted the Owner must submit a copy of the signed lease (with personal information redacted such as social security numbers, employment information, and drivers licenses numbers) to the Management Company, if any, or the Board of Directors within 10 days of the signing of the lease.
- Renters are subject to all governing documents and Rules and Regulations of the Association.
- All residents must park all vehicles within the garage of the unit. It is suggested that perspective residents test the fit of their vehicles prior to signing a lease.
- All violations of the renter will be communicated directly to the unit owner. The unit owner is subject to all fines, fees and court costs.
- It is suggested that all owners review renters' credit reports and criminal background checks prior to leasing.
- It is suggested that all owners physically inspect their rental properties at least once a year.
- Failure to request permission to lease a unit prior to leasing may result in fines according to the Enforcement Policy and pending a hearing before the Board of Directors.
- Failure to submit a signed copy of the lease 10 days after the signing of the lease may result in fines according to the Enforcement Policy and pending a hearing before the Board of Directors.

Trash and Recycling Containers

Trash Containers and Recycling Containers may only be placed out on the morning of the day of collection and must be placed back in the garage that same evening. Containers may not be placed in the patio. They must be in the garage of the unit.

All residents must use trash containers with lids to prevent animals from digging in the trash and wind from blowing it around the community.

All recycling items must be placed in a cart provided by the Association's trash contractor. Cost of carts is billable to the homeowner by the Association or directly by the provider.

All dog waste must be stored within the garage until the day of collection.

Window Coverings

All window coverings must show white to the exterior of the unit. This includes drapes, blinds, shutters, etc. It also includes all natural wood blinds or shutters.

Patios

Patios must be kept clean, neat and weed free. Pets may not use the patio to urinate or defecate. Rugs, towels, mats, clothing or any other item may not be hung over or on the patio rail or gate. Please use your own patio furniture or retractable clotheslines to dry pool towels.

Retractable clotheslines may not be attached or otherwise affixed to the building or patio structure. The clotheslines must be free standing. When not in use the clothesline must be broken down and stored. Planter boxes, potted plants, rocks or any other item may not be placed on the patio rail or gate at any time. Lights, short fences, or decorative items may not be affixed to the patio walls, rails, gates, or exterior wall of the unit or patio.

Temporary holiday lights may be hung without using nails or screws on the patio or building exterior, 25 days before a holiday, and must be removed 14 days after the holiday.

No motorized vehicle of any kind may be parked or maintenance performed on the patio.

Personal Items

All personal items should be kept neatly inside the patio walls of the unit owner. This includes all recreational equipment, bikes, plants, bird feeders, potted plants, art, sports equipment, etc. Any item left out more than 24 hours in the Common Element may be picked up and thrown away.

Water Usage

Residents are not allowed to wash vehicles on the Association property. Residents should not water grass, shrubs or trees in the common elements unless authorized by the Board. Use only the water needed to water patio container gardens.

Residents should use a broom or shop vac to clean out garage floors. All debris should be swept up and placed in a trash container.

Tennis Court and Basket Ball Hoop (if available)

- Courts are for residents of SunPointe II and their accompanied guests only.
- Only soft, flat-soled tennis or court shoes (with non-marking soles) are permitted on the courts.
- Courts are for tennis (racket sports), pickle ball and basketball (if available) only.
- No roller skates, inline skates, skateboards, bicycles, trikes, or other wheeled recreational vehicles are allowed at any time.
- No pets allowed in the court or tied or staked to any area outside the court.
- Do not sit, stand or rest on the court nets.
- Do not hang on the rim, net or backboard of the basketball goal.

- Do not abuse the backboard height adjustment device.
- Players are asked to limit playing time to 1 and ½ hours if others are waiting to use the court.
- A key must be used to access the court. The gate must be closed securely when entering or leaving the court.
- All court play and activities must end a half hour after sundown.
- Do not enter the court if any part of the court is snow or ice covered.

Littering

No trash, ashes, refuse, debris, pet waste, or cigarettes shall be deposited or left on the common elements by any owner, owner's family, friends, guests, or renters in parking areas, tennis courts, swimming pool area, or anywhere in the common elements, except in trash depositories provided.

Violation of these rules may result in suspension of the rights to use the common elements and/or fines.

Pet Rules.

- See section 7.4 of the Amended Declarations.
- No more than two pets per unit. With the exception of fish.
- Pets are not permitted in the pool or tennis court area.
- Pets cannot be left unattended on the porch, patio, or deck at any time. A person must be present when a pet is on the patio.
- Pets may not defecate or urinate in the patio, porch or deck area at any time.
- Pets may not be tethered to any fence, tree, shrub, stake, post or building for any reason.
- Pet owners shall prevent the pet from making loud noises or otherwise behaving in such a manner as to disturb neighbors' rest or peaceful enjoyment of their residences.
- Dogs must be on a leash of not more than 10 feet long while being walked in the common area and as required by the City of Lakewood.
- Owners must pick up pet poop and keep the bag inside the garage of the unit. Bags may not be left behind the garage or in the patio area or on any common or limited common area.
- Pet owners shall prevent the pet from urinating such that the lawn, shrubs or other landscaping is damaged. Solid waste (poop) deposited on the lawn or other landscaping, driveways, or other common area must be removed immediately by the person responsible for the pet.
- Each owner who owns, or is in control of a pet, or the owner who rents to another person with a pet, within the SunPointe II Condos shall be personally liable for any damages caused by the pet to the property of another resident, or the common area, or any injuries to persons or pets.

- Any resident who keeps or maintains a pet upon any portion of the SunPointe II condos shall be deemed to have agreed to indemnify the Association, each of its members, or guests from any loss, claim or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the SunPointe II Condos.

Parking

See section 7.8 of the Amended Declarations.

Resident Parking: No Owner, Resident or Renter shall park their vehicles in a visitor space. Owners, Residents and Renters are allocated two, and only two, parking spaces. These parking spaces are located within the confines of each unit's garage. No permanent exceptions will be made. Allowances for loading and unloading of your vehicle and cleaning and/or sweeping of the garage will be made. Owners, Residents, or Renters found parking outside of their garage space may be towed without notice.

Commercial and Recreational Vehicles: No commercial vehicles, vehicles with commercial writing on their exteriors, trailers, camping trailers, boat trailers, hauling trailers, boats, trucks, or recreational vehicles shall be parked in the community as per Section 7.8 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of SunPointe at Lakewood Estates Condominiums II.

A Recreational Vehicle shall be defined as: Any motorized or non-motorized vehicle whose primary purpose is for recreation, specifically including but not limited to jet skis, skidoos, water bikes, all-terrain vehicles, dirt bikes, motor bikes, campers, trailers, or vehicles containing cooling and/or bathroom facilities, and golf carts.

All Vehicles: Any vehicle parked in a no parking zone, in front of a fire hydrant, in a fire lane, in front of mailboxes, in front of garage, or any striped yellow painted area is subject to immediate towing without notice. No maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted outside of the garage.

No abandoned, unlicensed or inoperable vehicles of any kind shall be stored or parked within the community.

Visitor Parking: A visitor will be allowed to park in a visitor space for 9 days in any 28-day period. On the 10th day the vehicle will be towed.

Abandoned or inoperable vehicles shall be defined as any vehicles that have not been driven under their own propulsion for a period of three weeks or longer, have expired tags, or are missing license plates.

Restriction on Clotheslines and Storage

The clotheslines must be free standing. When not in use the clothesline must be broken down and stored.

Restrictions on Clotheslines and Storage. Except for retractable clotheslines which comply with reasonable aesthetic regulations adopted by the Board, and except as otherwise permitted by Colorado law, no clotheslines, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted in the Community unless the same, in each instance, is expressly permitted in writing by the Association.

Architectural Review

See Article 8 and 9 of the Amended Declarations.

Written permission is required by way of an Architectural Review Form for the following.

- Basement build out.
- Basement remodel.
- Any remodel of the first or second floor which involves removing walls, closing off doorways, installing walls.
- Installation of any gas fireplace.
- Installation of replacement furnace.
- Installation of a replacement or not previously existing A/C Unit.
- Any new venting or penetration of an exterior wall
- Replacement of garage floor.
- Replacement of garage door.
- Replacement of front door.
- Replacement of windows.
- Wood Deck installation or replacement.
- Any patio improvement other than tables, chairs, temporary umbrellas and potted plants.
- Front door knob replacements (exterior door).
- Front patio lights.
- Bathroom remodel.
- Storm door replacement or new installation.

Interior paint, carpet, tile, and/or wood flooring do not require an Architectural Review.

Failure to submit a Design Review Request and obtaining written approval, prior to commencing work, or obtaining permits, is subject to a fine per the Association's Enforcement Policy and pending a hearing before the Board of Directors.

Pool, Hot Tub Rules

- Pool hours are from 7 AM to 10 PM. All residents and guests must exit by 10 PM.
- No Lifeguard on duty. Residents and guests swim at their own risk.

- For your safety children under 13 must be accompanied by an adult unless a certificate of swimmer's competence from the Red Cross or other organizations is presented and a copy left with the Association proving swimmer's ability.
- Pool is for residents only. Residents are allowed four (4) accompanied guests per household.
- As a public health issue any person with an infectious disease, open sores, Band-Aids, cuts, recent vaccination or diarrhea should not use the pool.
- Pool gate must be closed and locked at all times. Do not prop open the gate.
- Bathroom doors must remain closed and locked at all times. Do not prop open bathroom doors.
- No drinking of alcohol or use of drugs permitted in the pool area. No smoking in the pool area. No one under the influence of alcohol or drugs permitted in the pool area.
- No diving.
- No running, shoving, spitting or undo splashing, or excessive noise are permitted in the pool area.
- Anyone not in control of bowel functions must use a Swim Diaper or plastic pants.
- Swim suits only. No street clothes, shorts, allowed in the pool or spa.
- No glass containers of any kind allowed in the pool area.
- All food will be eaten on the upper deck of the pool area. No food in the pool or spa or on the lower deck.
- No pets of any kind allowed in the pool area.
- No radios, MP3 players, IPODs allowed in the pool area or plugged in to electrical outlets. Ear buds for personal listening will be permitted.
- No recreational equipment allowed in the pool area such as bikes, scooters, skateboards, in-line skates, etc.
- Air mattresses, beach balls and pool toys may be used in the pool area but should not interfere with the other residents' use and enjoyment of the pool.
- No gum in the pool area.
- Residents are responsible for the actions of their family members and guests while using the pool area.
- Residents are responsible for the pick up and clean up of all trash, food and other debris resulting from their or their guests' use of the pool area.
- Lost keys maybe replaced after paying a \$50 lost key charge.
- Owners who do not pay their Association Dues within 45 days of the due date will have their pool key deactivated and a \$25 reactivation fee will be charged. Payment in full of back dues, late fees, interest and reactivation fee will be required before key is reactivated.
- Violation of any of the rules by owners, guests, family members, renters or their guests or family members will result in the loss of pool privileges.

Satellite Dish Policy

The following guidelines are provided to help homeowners and tenants ensure that new satellite dishes are installed in compliance with SunPointe II regulations and to protect all Sun II homeowners from shared costs due to improperly installed satellite dishes. Failure to follow these guidelines may result in removal of the dish and repair of any damage to Common Elements at the owner's expense.

Note: For purposes of these guidelines, the term "owner" includes tenants. "Common Elements" are those parts of the community, including building exterior walls, roofs, and patios that are all or in part the responsibility of the SunPointe II Homeowner's Association ("Association") to maintain and repair.

Installations That Do Not Require Prior Board Approval

Free-standing satellite dish installations that meet all the following requirements do not need to be approved prior to installation:

- Placed completely within patio walls and secured so that it does not damage any Common Elements or pose a safety risk to persons, including risk arising from wind
- Placed in a bucket of sand or concrete or on a metal tripod designed to support a satellite dish of its size
- Not secured to the concrete patio or any other exterior structure, including building siding, roof, or eaves
- 36 inches or less in diameter

Note: If the cable box is not accessible, one penetration to the unit's siding may be made. This hole must be silicon sealed and protected against the elements. All other cabling must be run within the owner's unit. Cables cannot be run on party/shared walls for any reason.

Owner assumes all the risks and responsibilities outlined in "Owner Risks and Responsibilities" on the next page

If in doubt, contact Precision Management at 303-984-4926 prior to installation.

Installations That Require Prior Board Approval

Any satellite dish installation that involves potential damage to Common Elements or does not meet the size or location requirements outlined above must be approved by the SunPointe II Board of Directors prior to installation. Some, but not all, situations requiring Board approval are as follows:

- Dish larger than 36 inches in diameter or more than 6 feet high
- Owner wishes to place dish somewhere other than own unit's patio or overhang the patio
- Owner wishes to run cable along the exterior wall or roof of the unit or attach the dish to the exterior or roof of the building, patio walls, or patio concrete

If in doubt, contact Precision Management at 303-984-4926 prior to installation

Owner Risks and Responsibilities.

By installing a satellite dish in SunPointe II, the owner assumes the following risks and responsibilities:

- If the SunPointe II Board of Directors determines that installation guidelines have not been met, the owner will be responsible for bringing the dish into compliance or for removing it, at owner's expense. Owner will also be responsible for any expense incurred by the Association to repair damage to any Common Elements.
- The owner installing the dish is responsible for the maintenance of the dish.
- Neither the Association nor its contractors are responsible for the cost of moving, removing, or reinstalling the dish or its cables due to maintenance or improvements on Common Elements, including patios, patio walls, and the exterior of the building.
- The owner is liable for any personal injury or damage occurring to Common Elements or other owners' individually owned property or exclusive use areas arising from installation, maintenance, or use of a dish, and shall pay the costs to:
 - 1) Repair damages to the Common Elements, other owners' individually owned property or exclusive use areas, and any other property damaged by dish installation, maintenance or use;
 - 2) Pay medical expenses incurred by persons injured by dish installation, maintenance or use;
 - 3) Reimburse residents or the Association for damages caused by antenna installation, maintenance or use.

If after Board approval, a dish is installed on any part of the building maintained by the Association, the owner retains responsibility for dish maintenance. Dishes shall not be installed in a manner that will result in increased maintenance costs for the Association or for other owners. If damage occurs, the owner of the dish is responsible for all associated costs.

If Association maintenance requires the removal of a dish, the Association shall provide the owners with 10 days written notice, except in cases of emergency where immediate removal may be demanded. The owner shall be responsible for removing the dish before maintenance begins. If the dish is not removed in the required time, then the Association may do so at the owner's expense. The Association shall not be liable for any damage to a dish caused by the Association's removal, nor shall the Association be responsible for re-installing the dish.

If the owner permanently removes a dish, the owner shall promptly restore the property to its original condition.

Satellite signals may be compromised or blocked due to the above constraints, landscaping, buildings or other obstacles. Check with the satellite provider before installation begins in order to determine the proper placement for the optimal signal. SunPointe II is a condominium community, not townhome community. The FCC's "Over-the-Air Reception Devices Rule: Preemption of Restrictions on Placement of Direct Broadcast Satellite, Broadband Radio Service, and Television Broadcast Antennas" specifically excludes common elements of condominiums. Per the FCC website, the rule against restricting dish installation:

...does not apply to common areas, such as the roof, the hallways, the walkways or the exterior walls of a condominium or apartment building.... For example, the rule would not apply to restrictions that prevent drilling through the exterior wall of a condominium or rental unit and thus restrictions may prohibit installation that requires such drilling. (<http://www.fcc.gov/mb/facts/otard.html>)