

THE SHORES HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS 2018

These Rules and Regulations are established for the mutual benefit of all Members, tenants and guests of the Association. These Rules and Regulations govern the use of the Lots, Common Areas, facilities and the personal conduct of all Members, tenants and guests.

These Rules and Regulations as adopted by The Board of Directors, are based on the Declaration of Covenants, Conditions and Restrictions and the Bylaws of the Association to assist in the management of our community. The Rules and Regulations may be changed or modified by the Board of Directors with proper notice to the Members.

The attached Rules and Regulations, adopted in January 2018 supersede all previously adopted Rules and Regulations.

The Board of Directors would like to thank everyone for their cooperation in keeping our neighborhood a safe and desirable place to live. Enjoy your beautiful community!!

The Board of Directors,
The Shores Homeowners Assn. I, Inc.

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RULES AND REGULATIONS
Adopted by the Board of Directors
January 2018



2955 South Lansing Way

Aurora, Colorado 80014

THE SHORES HOMEOWNERS ASSN. I, INC.
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The Shores Homeowners Assn. I, Inc.
Rules and Regulations

1. SINGLE FAMILY COMMUNITY

The Shores is a single-family townhome community as defined by the Declaration of Covenants and the City of Aurora Housing Code.

2. COMMERCIAL ENTERPRISES

No business activity which increases vehicular or pedestrian traffic in the area, causes inconvenience to other Members, changes the essential residential character of the area, or violates local zoning restrictions shall be conducted upon, in front of, or in connection with any Lot. This is not intended to restrict a Member from maintaining a business office in the residence as long as the above conditions are met.

3. CLUBHOUSE AND FACILITIES

The clubhouse and facilities are for the use of Members in good standing and their bona fide guests or tenants. A Member in good standing is one whose rights have not been suspended.

- A. Identification shall be by an electronic card key issued to each Lot.
- B. No more than two (2) active card keys will be issued to any Lot.
- C. Lost or stolen card keys must be reported to the management company.
- D. Do not provide entry to the clubhouse or pools to individuals without their own cards, or whose cards are not working. When an owner, tenant or guest that lets someone into the clubhouse or pools becomes a host and those persons allowed in become their guests. The host is responsible for the actions of their guests while they are using the facility. If the guests break the rules or cause damages, the host's clubhouse and pool privileges may be suspended and/or the host may be fined or billed for repairs.
- E. Key cards reported as lost will be deactivated and a new card issued to Member at a cost established by the Board.
- F. The loaning of a card to a non-member, except for bona fide guests, shall be cause for suspension of clubhouse and facilities privileges.
- G. A Member may delegate his or her right of the facilities to their tenant residing on the Lot.

- H. A Member in good standing may extend guest privileges to a maximum of six guests per Lot for any one day. Member's house guest(s) who will use the guest privilege for more than one week shall be registered with Management.
- I. Members, residents and guests shall abide by posted hours.
- J. Swimwear shall be permitted only in the lobby, pools and dressing room areas.
- K. Smoking and vaping of any kind is prohibited in pool areas, including all of the outdoor pool area and clubhouse.
- L. Pets shall not be permitted in the clubhouse or outdoor pool area.
- M. Illegal, disruptive or inappropriate behavior will not be tolerated and shall be cause for suspension of clubhouse privileges.
- N. No one under the age of 16 shall be permitted to use the clubhouse facilities unless accompanied and supervised by a person 21 years or age or older.
- O. Clubhouse equipment and property shall not be removed from the premises. The destruction of any clubhouse property shall not be permitted. The cost of repair/replacement of property shall be charged as an Assessment to the Member's Lot.
- P. No food or beverages shall be allowed in the billiard room, library area, the indoor pool area or the outdoor pool area except in the gazebo or patio areas.
- Q. Use shall be at user's risk. The Association shall bear no responsibility for accidents or loss.
- R. The clubhouse facilities, except for steam rooms, sauna rooms and swimming pools, may be reserved for a fee by Members in good standing. Refer to the clubhouse rental agreement for additional information.

4. PETS

- A. Dogs, cats and other pets shall be on a leash when on community property.
- B. Pet owners shall be responsible for adhering to Aurora Municipal Code licensing requirements.
- C. Pet owners or handlers are responsible for cleaning up after their pets. Pet waste shall be removed daily from the Lot patio area and immediately from Common Areas
- D. Aggressive or dangerous animals shall not be kept on premises.

- E. Pets must not be allowed to constitute a nuisance, or inconvenience to any resident of the properties.
- F. No more than two dogs and two cats are permitted in a residential unit.

5. MOTOR VEHICLES AND PARKING

Any vehicle operated on the property must at all times be driven in accordance with City of Aurora and State of Colorado laws and in a safe manner so as not to endanger residents, guests or animals. The speed limit of 10 MPH will be observed within the property at all times. Due to limited parking areas, fire lanes and tight access points, parking standards are absolutely necessary and will be enforced.

A. Parking Vehicles

1. Members will have the right to two motor vehicle parking spaces directly in front of the townhouse's garage.
2. The breezeway between townhouses is not considered a parking space. In no case will parked vehicles block any townhouse entrance.
3. Vehicles may not be parked in tandem (one vehicle behind another) behind the garage.
4. Parking of vehicles that block any garage without approval of the resident is not permitted.
5. Parking anywhere that is not in front of your garage or indicated parking space will not be permitted.
6. Residents and guests may not park in front of the maintenance building at any time.
7. Private parking where signed is not open guest parking.

B. Vehicle Maintenance/Size/Appearance

1. Vehicles must be visibly operational and have current license and registration.
2. Vehicles parked on the property will be maintained to avoid any fluid spills. If fluid spills occur, the owner of the property will be financially responsible for the removal of the fluid and damage.
3. Vehicles may not be stored covered or tarped on the property.
4. Only vehicles 1-ton capacity or smaller may be parked outside a garage. Vehicles larger than 1-ton must be parked inside closed garage or off premises. No trailers, mobile homes, campers, detached camper units, boats, boat trailers, bucket trucks, delivery trucks or vans, passenger delivery vans or limousines or taxi cabs may be parked on the property, unless wholly inside of a closed garage.
5. No vehicles over 7,000 lbs. empty weight are permitted in the complex except for service vehicles.
6. No vehicle repairs are permitted outside of the garages.

C. Clubhouse & Guest Parking

1. All vehicles parking in the clubhouse parking or guest parking areas overnight

must obtain a permit from management. The permit must be visible on the dashboard of the vehicle if it is parked in the clubhouse or guest parking areas except during clubhouse operational hours or during snow removal operations (see section D below).

2. Commercial vehicles are permitted to be parked only in garages, except as may be necessary for HOA maintenance operations.

D. Snow Removal Parking Procedures

1. Snow removal will not be provided to townhouses when vehicles parked in front of the garage restrict this service. Vehicles will be permitted to park in the clubhouse parking lot during snow removal operations.
2. Vehicles found parked in areas other than in front of their garages or in their assigned parking areas (parked illegally) may be towed without prior notice when they, in any way, restrict snow removal operations.

E. Tickets/Towing

1. Immediate towing, without notice, will take place for any vehicles found in these locations or any non-approved parking location at the vehicle owner's expense:
 - On access streets
 - In front of mail boxes
 - In front of fire hydrants
 - In private parking spaces not assigned to your unit
 - On turf areas
 - Any area that may block or impede emergency vehicle access, access to a garage or mail delivery access
 - Any landscape bed or retaining wall
 - When the vehicles restricts snow removal
2. Vehicles parked illegally, but not in an area designated above for immediate tow, will receive a warning sticker. If the parking violation has not been corrected within 24 hours, or if the violation reoccurs within one year, the vehicle will be towed with no further notice at the vehicle owner's expense.
3. Unused vehicles may be towed with notice. An unused vehicle is described as one which cannot be obviously driven under its own power and/or doesn't have current visible license and registration and/or has not been moved for 7 days.

F. Leasing of Reserved Spaces

The Board of Directors may set aside individual parking spaces to be leased to individual unit owners. The number and location of these spaces will be determined entirely at the Board's discretion. All leased parking spaces will be subject to the following terms:

1. Due upon the first of each month, a fee determined by the Board of Directors is due and payable to the Shores Townhome Association for the lease of the parking space. If the amount due is not paid, no later than the third of each month, the lease shall automatically terminate.

2. The vehicle parked in the leased space must be operable, have current license plates, and be maintained to avoid any fluid spills. Any violation of these conditions shall cause the lease to terminate within 5 days of notice, unless the violation is cured.
3. The lease is month-to-month for one year. The unit owner may reapply to the Board of Directors to extend use of the space upon expiration.
4. Unit Owner must be in good standing with all assessments due during the term of the lease. Should the regular assessments become delinquent, the lease shall terminate within 5 days of notice unless the assessments are made current.
5. All adopted parking rules for the property apply to the leased space.

6. TRAILS AND LAKES

- A. The trails shall be for the use of pedestrians, bicyclists and authorized maintenance vehicles.
- B. Boats or other objects shall not be permitted in the lakes except as required by the Association's maintenance personnel.
- C. Fishing, swimming, skating or other activities which might result in damage to the Lake Bank, lake liner, or are a danger to the individual are not permitted.
- D. Rocks, trash or other foreign objects shall not be thrown into the lakes (or onto the lakes when frozen).
- E. Any harassment of wildlife is prohibited and must be immediately reported to the proper city and/or state authorities and the management company.

7. ARCHITECTURAL COMPLIANCE

- A. The Architectural Compliance Committee (ACC) strives to encourage individuality and homeowner pride while maintaining an overall feeling of uniformity within the community. Any and all exterior improvements, modifications or alterations require ACC approval. The Board of Directors shall have final approval and enforcement authority. Approval application forms are available at the clubhouse or by request from the management company.
- B. Upon written notice of an architectural violation, the Member shall be provided notice and instructed to correct the violation or restore the building/grounds to its original condition. Should the Member fail to comply the Board shall have the option of correcting the violation at the Member's expense and/or fining the Member following a hearing as further detailed in the Association's Covenant Enforcement Policy.

C. Satellite, Cable and Antenna Guidelines:

1. Television, DBS, MMDS or any other type of satellite dishes may be installed without prior approval as long as the installation conforms to the guidelines below. If a variation is required for any reason, a request must be submitted to the Architectural Control Committee.
 - a. Satellite dishes must be installed solely on the owner's individually owned property or exclusive-use area; and shall not encroach on the airspace of another owner's Unit or limited common element or general common element.
 - b. Satellite dishes installed on the building must be attached to the trim only.
 - c. Satellite Dish may be installed on the roof if the installation does not penetrate the roofing material. Any penetrations or interior damages as a result of a penetration into the roof made during the installation of a satellite dish will be the owner's responsibility to repair.
 - d. All installations shall be completed so they do not materially damage the common elements, limited common elements or individual Units, or void any warranties of the Association or of other owners, or in any way impair the integrity of the building.
 - e. There shall be no penetrations of exterior, exclusive-use areas of the building unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of satellite dish installation.
 - f. Existing wiring for transmitting telecommunications signals and cable services signals should be used if available.
 - g. If penetration of the exterior exclusive-use area is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes.
 - h. Cables must be hidden from view where possible. They may not be placed in the gutters.
 - i. Multiple dishes may be allowed if required by the service provider.
 - j. Satellite dishes that are no longer in use or are inoperable must be removed by owner.

D. Swamp coolers are prohibited

- E. Air Conditioners – central air conditioners only. No window or wall-hung units are allowed. The installation of ground level air conditioners will be approved when no structural or siding changes are necessary.
- F. Window Fans- Only fans specifically intended to be placed in windows or those not visible from the exterior of the building are allowed.

- G. Patio Covers – only awnings may be added. No covered decks or screens will be approved. Written approval of awning color is required prior to installation. Patio, Fence or Dividers – patios and fences may be extended to the limit of the private Lot line. Dividers need to conform to the area and the community. Plot plans and drawings, must be submitted with alteration request.
- H. Decks of any sort require ACC approval. Maintenance of any deck or patio surface is the responsibility of the Member. The Association will not be responsible for the maintenance of building surfaces or surface grading made inaccessible by the installation of the deck.
- I. Skylight – no skylights shall be added without prior approval of the ACC. The Association will not be responsible for any leaks or damage resulting from a skylight.
- J. Structural, Siding – drawings must be submitted and approved by ACC prior to alteration.
- K. Entrance and Patio lighting – we ask that residents be considerate of their neighbors
- L. Garage Doors – either six or eight embossed raised panel metal doors are authorized. No windowed garage doors will be allowed.
- M. Following guidelines must be followed when replacing the exterior windows:
 - 1. No portion of any window shall be boarded up or covered with cardboard unless while waiting for a repair or replacement. Such repair or replacement should be completed as quickly as is reasonably possible.
 - 2. White finish to the exterior is required for replacement windows
 - 3. No window grids or designs allowed
 - 4. Window sills and frames are the owner's responsibility
 - 5. Prior approval must be received for windows
 - 6. Only curtains, drapes, blinds, shutters and shades in good condition are acceptable window coverings Window coverings shall be neutral or wood when viewed from outside of the unit.
 - 7. Windows must have screens installed and owners are responsible for ensuring those screens are in good condition at all time.
- N. All new screen/storm doors shall be white.
- O. Security bars – any addition of security bars or equipment, including cameras, attached to the exterior of the unit requires an architectural approval from the Board of Directors.
- P. All exterior room additions, copulas or exterior structures must be approved by the Board of Directors.

Q. Patio Fence Paint, Repair and Installation Policy

1. The Association is not responsible for repairs or replacement of homeowner's fences. Homeowners are responsible for maintenance, repair and replacement of fencing as may be required by the Association.
2. New fences and requests to enlarge patio area require authorization of the Architectural Compliance Committee (ACC) and will be presented to the board at the next regular meeting for approval.
3. Replacement and Repairs of existing fences, like for like, does not require ACC approval.
4. Homeowner is responsible for painting of fences. Homeowner may obtain paint at no cost from the Association by contacting the management company.
5. The Association will paint the fences during the scheduled paint cycle, typically every 7 years. The fence must be in good condition at the time of painting. Homeowners will be notified in advance of scheduled painting which will allow them to make necessary repairs to the fences and gates.
6. Repairs and replacement costs of fences between units should be split between homeowners who make use of the fence. The cost of repairs and maintenance shall be shared by the Owners in equal proportions. If a shared fence is not repaired or replaced the Association may complete the repairs or replacement and bill the costs to the owners equally.
7. All fence construction and deck construction (new or replacement) shall be completed within 90 days. Tear down must be completed and all materials hauled off the property within 14 days of start date.
 - 4" x 4" posts: All posts must be set in concrete. Posts shall be straight edge with no decorative or routed designs. Height shall be no less than 42" or greater than 72" and shall not be more than 96" apart. Caps shall be allowed not to exceed 6" in height and 5" x 5" in diameter. Post that are removed must be cut below ground level and holes filled.
 - 2" x 6" rails: Two-2" x 6" rails no longer than 96". All rails must be straight edge material with no decorative or routed designs.
 - 2" x 2" pickets: Pickets shall be straight edge with no decorative or routed designs. Top and bottom of pickets shall be cut straight with no tapering. Height shall be no less than 42" or greater than 72". Bottom of pickets to be within 3" of natural ground level. If fence is on a terrace or slope, pickets can be stair stepped with the slope of the ground.
 - Shared fences are to be no less than 42" or no greater than 72".
 - No material may be adhere to the rear fence that prohibit visual inspection.
 - Gate: Same height as fence, 2" x 6" frame, 2" x 2" pickets with latch and 1 pair of hinges. Pickets shall be straight edge with no decorative

or routed designs. Top and bottom of pickets shall be cut straight with no tapering.

- Patio Decks on E Linvale Drive: Deck material 2" x 6" minimum. Handrail material 2" x 4" minimum, pickets 2" x 2".
8. Replacement and repair of fences will be required by the homeowner when.
- Pickets, posts or 2" X 6" rails showing signs of wood rot or decay that is 2" or longer or has gone half way through the picket, post or rail must be replaces.
 - Pickets, posts or 2" x 6" rail, that are bowed, leaning, off plumb or are loose missing nails or screws must be repaired or replaced. Any missing pickets must be replaced.
 - Gates that are sagging, leaning, or pulled off hinges must be repaired or replaced. Wire and rope are not acceptable latches for gates. Gates can be eliminated with hinges and latches removed.

8. LANDSCAPE

- A. Any alternations to the exterior of any Lot shall be submitted for approval to the Architectural Compliance Committee. The Board of Directors shall have final approval and enforcement authority. Approval application forms are available at the clubhouse or by request from the management company.
- B. The removal, modification or destruction of trees, shrubs, flowers, landscaping or other improvements upon Common Area ground is not permitted. The cost of repair/replacement shall be charged as an Assessment to the Member's Lot.
- C. No planting or gardening shall be done except in the individual patio area appurtenant to the lot. Owner is responsible for the maintenance of any common area that has been previously modified. No future modifications will be allowed in the common area unless approved by the Board.
- D. If irrigation modifications are required due to planting in the patio area, they must be completed by the Association contractor at the resident's expense.
- E. Artificial flowers and plants are allowed as long as they are maintained in good condition.
- F. Climbing vines are not permitted to grow on buildings or fences. Owners are responsible for controlling such plantings within their patio or breezeway.
- G. Watering of areas within the fenced patio is the responsibility of the Member. Watering of the Common Area shall be the responsibility of the Association only. Members shall not water in the Common Areas unless requested to do so by the Association. Watering shall be closely monitored by Members and the Association

to maintain the appearance of the landscape and conserve water. Water restrictions shall be followed in accordance with the current City of Aurora and/or any other governmental bodies having jurisdiction over the Association. Any fines or penalties assessed to the Association for violating municipal restrictions shall be charged as an Assessment to the Member's Lot.

- H. No individual water supply system shall be installed or maintained for any Lot within the Association unless such system is approved in writing by the Board of Directors and or management company and is designed, located, constructed and equipped in accordance with the requirements of the Association and the City of Aurora and/or any other governmental bodies having jurisdiction over the Association.

9. **AESTHETICS/GENERAL RULES**

- A. Trash containers shall not be stored on patios
- B. On trash pick-up day, trash shall be placed in covered plastic or metal containers; or in securely closed plastic bags of sufficient strength. Use of paper sacks or cardboard or corrugated boxes for household trash is not permitted.
- C. Trash and recycle containers must be placed outside the evening prior to pick-up or no later than 7 a.m. on the day of pick up and must be removed the evening of collection day.
- D. Trash receptacles placed on Common Areas by the Association, including the dumpster(s) located at the maintenance shop, shall not be used for the disposal of household or construction trash without permission from management.
- E. No unsightly objects or materials shall be placed or stored on the Lot patio, breezeway or the Lot entrance. Only outdoor furniture is permitted on the patios, no indoor furniture, carpeting or appliance are permitted.
- F. Soliciting is not permitted upon the property.
- G. The distribution of handbills and other material to any Lot or on any mailbox station, light post, street sign, or Common Area shall not be permitted unless approved by the Board.
- H. No signs shall be permitted except for political signs as described below and one "For Sale" or "For Rent" sign to be installed on the entry side of the garage or inside of a window. "For Sale" or "For Rent" signs shall not be more than five-square feet. All signs must be removed within three days after sale or rental of the Lot.
- I. Political signs must be temporary and no more than 36" x 48". Political signs are

those that carry a message intended to influence the outcome of an election, support or opposition to a candidate, the recall of a public official, or passage of ballot measure. Political signs may only be displayed on interior windows or on the Lot. The number of political signs may not exceed one political sign per contested office or ballot issue. Political signs may be posted 45 days prior to an election and must be removed within 15 days following the election.

- J. Woodpiles are permitted only upon Lot patio or within Member's garage. No storage is permitted at the side of the unit, outside the patio or in the breezeway. Wood piles may not be stored on the ground. It must be in a rack or some other mechanism to raise it above the ground.
- K. All furniture on decks and patios must be intended for use outdoors and must be maintained in good condition.
- L. Garage and estate sales for the disposal of personal used items are allowed. Sale items must be displayed within the Lot's garage. Well-lettered signs may be posted the day of the sale, and Member hosting garage sale is responsible for removal following the sale. No balloons or flags are permitted. Signs deemed unacceptable may be removed by the management company.
- M. Basketball hoops may not be attached to any structure. Portable basketball hoops are permitted, but shall be stored in garage when not in use.
- N. The use of roof areas as recreational areas or for sunbathing is not permitted.
- O. Any open flame device may only be used **ONLY** in accordance with Aurora Fire Department Regulations. Residents are encouraged to contact the Aurora Fire Department with questions or to report violations.
- P. The display of an American flag no larger than 30" x 48" on a unit owner's property, in a window of a unit, or on a balcony adjoining the unit shall be permitted if the flag is displayed in a manner consistent with the federal flag code. The display of a service flag no larger than 9" x 16" bearing a star denoting the service of the owner or occupant of the unit or a member of the owner's or occupant's immediate family, in the active or reserve military service of the United States during a time of war or armed conflict, shall be permitted on the inside of a window or door of the unit. Permitted flags that are not displayed in a window or on a door of a unit shall be flown on flagpoles or flag holders that have been approved by the ACC prior to installation.
- Q. Holiday decorations are encouraged.
 - a. Decorations may not be permanently installed and shall be removed within 30 days of the holiday.
 - b. No decoration of the Common Area is allowed without Board approval.
 - c. No decorations are permitted to be installed on the roof.

- d. Use appropriate commercially available clips or hangers. No holes/punctures in the gutter are allowed at any time.
- e. Member is responsible for repair/replacement cost to roof, gutter or siding damage.
- f. Member will use equipment and decoration(s) certified for outdoor uses and will not exceed recommend amperage.
- g. Damaged equipment must be replaced; frayed or broken wiring shall not be used.

10. NEGLIGENCE

In the event that the need for maintenance or repair is caused through the willful or negligent act of a Member, resident, members of their family, or guests; the cost of such maintenance or repair shall be charged as an Assessment to the Member's Lot.

11. RENTAL PROPERTY

- A. A Member who vacates a residence, or rents or leases the residence, must report such lease or rental to the management company within 10 days of such action. This notice is required any time a new tenant occupies the residence.
- B. It is the responsibility of the Member who is leasing or renting to notify tenants of the Rules and Regulations and to limit occupancy to tenants who are expected to comply with the Rules and Regulations and any ordinances as required by the City of Aurora. Owners must have a signed acknowledgement from their tenants that they have been provided a copy of the rules, and provide such upon request from the Association.

12. REPORTING OF VIOLATIONS

Members and residents shall report violations to the Management Company in writing. Emails will be accepted as a written report as long as it includes the name and address of the individual filing the complaint.

13. MISCELLANEOUS

- A. In addition to the Rules and Regulations set forth in this document, Members must abide by the regulations set forth in the Covenants, Conditions and Restrictions, the Articles of Incorporation; and the Bylaws of the Association.
- B. Enforcement of these rule shall be in accordance with the Association's Covenant Enforcement Policy.
- C. Amendment of these rules shall be done in accordance with the Association's Amendment Policy.