



## **Residents Handbook, Selected Restrictions, Policies & Rules**

**These rules and Regulations were first approved in 2008, and approved as amended by the Board of Directors on June 16, 2014, July 17, 2017, March 18, 2019, June 16, 2020.**

**They are effective beginning July 1, 2020**

**Version 6/20/2020**





**For Roof Leaks or other  
emergencies**

**Call Management Company at:  
720-941-9200**

**After hours and weekends,  
press 1 to be connected to the  
On-Call Manager's Cell Phone**

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## **YOSEMITE VILLAGE HOMEOWNERS ASSOCIATION RESTRICTIONS, POLICIES & GUIDELINES**

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## About this Handbook

The information provided in this handbook is a summary of the most commonly cited Bylaws and Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the YOSEMITE VILLAGE Homeowners Association. It also contains Rules that were established to ensure that YOSEMITE VILLAGE remains a quality place to live for all of its residents, as well as some guidelines. This document is not intended to replace the CC&Rs, which contains all covenants, conditions and restrictions that are part of your deed of property ownership at YOSEMITE VILLAGE. It merely summarizes and explains those restrictions that have been discussed with homeowners most often, and the Board of Directors considers them to be the important ones to know and to remember as a resident of this community. Restrictions and Rules found in this handbook supersede all previously published Restrictions and Rules.

In addition to this handbook, every owner should have received a copy of the Articles of Incorporation, Bylaws, and the CC&Rs from the property seller. All governing documents are also posted on the community's secure website, [yosemitevillage.org](http://yosemitevillage.org), including the Policies and Procedures. Additional copies may be requested in writing or via email through the Property Management Company. Please include your email address to obtain electronic copies without incurring a service charge. Additional hard copies are available for a fee of \$25 each to cover the cost of administrative time, printing supplies and postage.

**Please take the time to read through this handbook and retain it for future reference.**

We value your input and encourage you to become active in your homeowners association. The Board of Directors meetings are held on the third Tuesday of each month to discuss issues and to conduct routine Association business. All owners are welcome to attend these meetings as guests. All meetings have dedicated time for comments and questions from owners attending as guest. Meeting date, time and location are posted at the mail kiosks at least three days prior to the meeting, and will be posted at the Yosemite Village website.

**The URL for the Yosemite Village website is <https://www.yosemitevillage.org>. All governing documents for our community are posted on that website. A password is available on request from the property manager.**

## Important Contact Information

Emergency 9-1-1 State you are calling from unincorporated Arapahoe County

Arapahoe County Sheriff 303-795-4711

South Metro Fire Department 720-258-8911

### **IMPORTANT TO KNOW!**

**If you call 9-1-1 from a cell phone to request a service, be sure to tell the operator you are requesting service in an Unincorporated area of Arapahoe County and not from the City of Denver. Otherwise, your call will probably be routed and re-routed to various agencies that cannot help you.**

### **Property Management Company**

Weststar Management Corp.  
6795 East Tennessee Ave., Suite 601  
Denver, CO 80224  
Phone: 720-941-9200

### **Manager: Mike Workman**

Email: [mworkman@weststarmanagement.com](mailto:mworkman@weststarmanagement.com)

Or: [info@yosemitevillage.org](mailto:info@yosemitevillage.org)

*After hours emergency dial 1 to be connected to the On-Call Manager*

### **Post Office responsible for mail delivery and holding mail**

US Postal Service  
8700 East Jefferson Ave.  
Denver, CO 80237

### **Trash and Recyclables removal**

Alpine Waste  
7373 Washington St.  
Denver, CO 80229  
Phone: 303-744-9881

### **Electricity**

Xcel Energy  
Billing and Service Inquiries  
Phone: 1-800-895-4999

## Important Dates and Events

Monthly assessment due	1st of each month
Late fee assessed for monthly assessment	10th of each month
Trash collection	Every Tuesday morning
Recyclables collection	Every other Tuesday morning
Board of Directors Meeting	Every 3rd Tuesday of each month
Annual Meeting	November of each year



## Homeowners Association Background

Our Homeowners Association was established in 1975 as C.D.S. Homeowner Association, Inc., also referred to as CINNAMON DOWN THE STREET HOMEOWNERS ASSOCIATION (from here on referred to as “Association”), and is a Colorado nonprofit corporation. The governing body of the Association is an elected Board of Directors. The Board consists of five Directors who are elected for three-year terms. Each Director is elected annually by the Board to hold one of the offices described in the Bylaws of the Association. Board members are volunteers and receive no compensation for the time they spend serving on the Board of Directors or related tasks.

Our Governing Documents state that the board has, subject to limitations contained in the Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Community, and for the operation and maintenance of the Community as a first class residential community, including adopting and amending Rules and Regulations, including penalties for infraction thereof.

Since 2010, C.D.S. is doing business as YOSEMITE VILLAGE, a name change to clearly differentiate us from a townhouse community with a similar name that is just a block away from us. Hence the Association’s name is now Yosemite Village Homeowners Association.

This Association holds its Annual Meeting of the Members in November of each year, where reports and operating budgets are presented, the meeting minutes from the previous year’s annual meeting are approved, and, when required, an election of Board members takes place. Only homeowners who are current on their monthly assessments are eligible to vote for Board members, and are eligible to be elected as a Board member. According to our Bylaws, delinquent owners may not serve on the Board.

Date, time and location of the Annual Meeting is announced via mailed communication and postings at the mail kiosks. Homeowners unable to attend the Annual Meeting are strongly encouraged to assign a proxy for the election on the forms provided with the Annual Meeting Notice.

The Association (as directed by the Board) contracts with a Property Management company to oversee the day-to-day activities of the community. The Association also contracts with other subcontractors as needed, such as landscaping or construction companies.

**Please use the Property Management Company as your first contact to request repairs and to report issue that fall under the Association’s responsibilities.**



# Yosemite Village Homeowners Association Restrictions, Policies & Guidelines

## 1. BALCONIES (CC&R Sections 4.1 and 4.2)

The Owner is responsible for the maintenance, repair and replacement of the unit's balcony. It is especially important to ensure unrestricted drainage through the floor planks. If an Owner fails to properly maintain his or her balcony after the Association has provided the Owner with notice of the need for maintenance and a reasonable amount of time to repair the balcony, the Association may provide any maintenance, repair or replacement as necessary at the owners expense. Commercially available plant boxes may be installed on the balcony.

## 2. BUILDING EXTERIORS (CC&R Sections 7.8, 7.19, 7.20)

The Board of Directors strives to make decisions that protect and enhance the value of the property, and has decided that it is important that the building exteriors remain uniform in appearance. Therefore, no additions, alterations, or changes to the buildings are allowed without prior review and approval by the Board of Directors. If a homeowner wishes to make a change that affects the appearance of the exterior (such as changes in style or color of exterior door, windows, sidings, exterior color, the overhang, or addition of an awning etc.) a Design Review Form must be completed and approved by the Design Review Committee prior to starting any work.

Antennas or satellite dishes must be mounted only on the side of the buildings, not on the roof or attached to patio fences.

No type of refrigerating, cooling or heating apparatus is allowed to be placed, mounted, or installed in windows. Box fans are allowed on the window sill, as long as they are not sticking out, or require any modifications to the windows.

## 3. CONSTRUCTION NOISE

Remodeling or other construction work that may create noise is permitted between 7 am and 6 pm, 7 days per week. It is recommended to use common courtesy practices to pro-actively inform affected neighbors.

## 4. COURTYARDS (CC&R Sections 7.5 and 4.2)

Homeowners may design, decorate or landscape their courtyards in any manner desired. Owner must submit a Design Review Form and seek approval from the Design Review Committee prior to planting any trees or shrubs, prior to any building or rebuilding of courtyard or deck, and prior to permanently placing anything against the courtyard fence.

Owners are responsible for the care of their courtyard, including all lighting, any type of paving or decking materials, plants and trees, and for all associated costs. Trees should be pruned and sprayed against pests as necessary. Dead branches should be removed as soon as possible. **Owners are responsible to dispose of the branches and debris from their own courtyard.** Branches must be cut into 18 inch lengths and tied together or bagged and put out for the weekly trash pickup.

**Landscaping company does not remove homeowner debris.** Dead trees must be removed as

soon as possible. Homeowners are liable for any injury and damage caused by items in their court yard.

#### **4. COURTYARDS (CC&R Sections 7.5 and 4.2) *continued***

To avoid damage to the roof membrane and problems with gutter drainage, branches are not allowed to reach over the roof. Cost of repair of damage that was caused by debris from a courtyard tree or from a courtyard tree clogging the gutter system will be the homeowner's responsibility. To avoid damage to the exterior of the buildings, no part of a tree may touch the building. Cost of repair of exterior damage caused by a courtyard tree will also be the unit owner's responsibility. Courtyard trees with branches that overhang common areas, such as walk ways, must have at least 8 feet clearance between the ground and the lowest parts that overhang the common area.

When a courtyard tree creates a problem that affects the common area (such as infected trees, root system interfering with fence or irrigation systems) and the owner does not correct the problem, the Association may have the problem corrected and the owner will be charged for the cost to remedy the situation. Please see the fine schedule at the back of this handbook.

#### **5. COURTYARD FENCES AND GATES (CC&R Section 4.1)**

Courtyard fences are maintained and replaced by the Association. All requests for repair or replacement of the fence or the gate must be made through the Property Management Company. Replacements are prioritized by the Board of Directors.

Cost of construction and maintenance of retaining walls that need to be built or repaired to contain courtyard levels above the outside grade are the responsibility of the owner.

It is not allowed to hang or place anything permanent on the fence or gate. Temporary seasonal decorations, and warning signs are acceptable.

#### **6. GARAGES (CC&R Sections 4.2 and 7.11)**

Garages are owned by the Association, not the homeowner. Residents of a unit have the right to use their assigned garage(s). **Homeowners may not rent or loan a garage unless it is part of a rent agreement for the entire unit to a tenant. Garages must be primarily used to store and park a vehicle, not for storage or other uses that prevent the parking of vehicles in the garage.** If a garage is being used in a manner that does not allow for a vehicle to be parked, a fine may be imposed against the owner. Please see the fine schedule at the back of this handbook for details. Homeowners are responsible for any damage to items stored in a garage. **You are not allowed to run appliances such as refrigerators or freezers in the garage.**

**The homeowner is responsible to properly maintain the garage door, the garage door track and the opener.** If an Owner fails to properly maintain his or her garage door after the Association has provided the Owner with notice of the need for maintenance and a reasonable amount of time to repair the garage door, the Association may provide any maintenance, repair or replacement as necessary, and shall charge the costs of such maintenance, repair or replacement back to the owner.

Garages may not to be used for commercial purposes (except for storage of a commercial vehicle). **Running a business from a garage is prohibited.**

## 7. GUTTERS AND DOWNSPOUTS

Gutters and downspouts are cleaned, maintained and replaced as needed by the Association. Extensions to the downspout to divert water away from the foundation are the Association's responsibility.

## 8. INSURANCE (CC&R Sections 9.1-9.20)

The Association's Real Property Insurance policy covers liability and property damage to the exterior of the buildings and fixed improvements. It is the responsibility of each homeowner or tenant/renter to purchase their own homeowner's or renter's insurance to cover liability and property loss for the contents of their unit, and for anything inside the unit that is the owner's responsibility (such as dry wall, wall covers, ceiling cover, flooring, furniture, cabinets, fixtures, appliances and improvements made by an owner). The homeowner's or renter's insurance should cover the dry wall, finished surfaces of the walls, floors and ceilings (i.e., paint, wallpaper, paneling, tile, carpet and floor coverings), furniture, cabinets, fixtures, appliances as well as any improvements, betterments or upgrades made by owners.

Losses and damages to finished basements and to items stored in the assigned garages are the owner's or renter's responsibility.

If a roof must be repaired or replaced due to hail or wind damage, the Association's insurance policy will not cover all costs. For repair or replacement costs for roof not covered by insurance an equal share will be assessed to all homeowners to cover the shortfall. Any structural damage within a unit is covered by and paid for by the Association's insurance. Any finishes (dry wall finish and painting, flooring, wallpaper etc.) and personal property damage are the responsibility of the owner.

It is the homeowner's responsibility to have both sufficient homeowner's insurance and "loss assessment coverage" to cover personal property loss within the unit, any common element loss that was not covered by the insurance, and any potential assessments as determined at the sole discretion of the Association. It is recommended to have a minimum coverage of \$10,000 as "loss assessment endorsement" to cover the-per unit cost of the Association's portion of insurance claims.

## 9. LEASED UNITS (CC&R Section 7.4)

**Short-term rentals (less than six months) are prohibited.**

Owners are required to provide a copy of each new lease to the Association to the Property Management Company prior to tenant occupancy (dollar amounts may be blacked out). Notice is also required when the unit is vacated by the tenant. The owner is expected to maintain a current record of the tenant(s) with the Property Management Company, including the tenant's up-to-date work, home phone numbers, and information about vehicles to ensure that they can be quickly contacted in case of a unit or building emergency and their cars can be registered. Additional information may be requested as needed.

All communications relevant to the community, such as annual meeting announcement, updates to Policies and Rules etc. are provided to the owner(s) on file with the Property Management Company. It is the responsibility of the owner to communicate changes to policies or new policies to the renter.

## 10. MAILBOXES

Mailboxes are not maintained by the Association, they are maintained by the US Postal Service (USPS). Please contact the USPS for replacement keys, copies of keys, to rekey your mailbox, or for repairs.

The Post Office responsible for mail delivery to our community is on 8700 East Jefferson Ave., one block south of Hampden Ave. and one block west of Yosemite Street. This is also the Post Office that will hold your mail if you request a vacation hold.

## 11. MONTHLY ASSESSMENT (CC&R Sections 6.3-6.7)

The amount of the monthly assessment is set by the Board of Directors based on an annual budget adopted by Board to cover anticipated operating expenses and a contribution to the reserve fund, subject to ratification by the owners as provided in the Declaration and Bylaws. The monthly assessments are used to pay for items noted in the Declaration, including for example all water used in the community, sewer service, trash removal, and commercial property insurance. The table below shows the percentage of the collected HOA dues needed to pay for specific categories in 2019.

Avg. % of Annual Income paid for Water and Sanitation .....	15%
Avg. % of Annual Income paid for Association Insurance .....	13%
Avg. % of Annual Income paid to Property Management Company .....	6%
Avg. % of Annual Income paid for Lawn Care .....	8%
Avg. % of Annual Income paid for Trash Removal .....	4%
Avg. % of Annual Income paid for Common Electricity .....	2%
Avg. % of Annual Income used for <b>other operating expenses</b> .....	14%
Avg. % of Annual Income used for <b>capital expenses</b> .....	38%
<b>TOTAL</b> .....	<b>100%</b>

A portion of the collected monthly assessments is set aside in reserve accounts to provide funding for capital improvements such as repaving, perimeter fences, replacement of siding or repainting of buildings, and repair or replacement of roofs and retaining walls.

If the amounts in the reserve accounts are not sufficient to cover the cost of large capital improvements, the Board of Directors may decide to impose a special assessment.

Monthly Assessments and any Special Assessments are due on the first day of each month. Payments received after the 10th of the month, or outstanding amounts after the 10th of the month, will trigger a late fee of \$25 per month on the delinquent account.

A payment of less than the full amount owed to the Association is used to pay the oldest amount owed first.

For details, see Collection Policy on our secure web page at [yosemitevillage.org](http://yosemitevillage.org). A password is available on request from the property manager.

## 12. NEIGHBORS (CC&R Section 7.10)

We live close together, so please be considerate of your neighbors, and avoid being a nuisance. The common walls are not soundproof and loud noises, such as the bass from stereo system or people running up and down the stairs, will transmit through the walls. Take steps to reduce the noise to your neighboring units.

## 13. PARKING AND CAR MAINTENANCE (CC&R Section 7.11)

### Yosemite Village

#### Rules for Parking and Vehicles

In 2015 the Yosemite Village Board of Directors established a **Parking Committee** for the community. This was in response to the increased number of vehicles in the community and to be in accordance with local regulations. All vehicles are required to be registered with the Parking Committee.

There are **four types of parking spaces** available to residents, and each vehicle registered in the community gets an appropriate sticker to be displayed on their windshield (left side as you sit in the driver's seat, high or low, but not obscured by window tinting).

There is **overflow parking** available on the east side of Alton Street (east side of the community), for any vehicle not having a parking sticker of some kind, and for vehicles that are otherwise prohibited from parking in the community.

**Guests** in the community are required to abide by all the community parking regulations, and residents are responsible for the compliance of their guests AT ALL TIMES.

### The Four Types of Parking Spaces Available to Residents:

#### Garage Parking

Each townhome is entitled to two parking spaces in the community. Most townhomes have one garage. In these cases, there is one parking space inside the garage and one space directly in front of the garage door, parked no more than five feet away from the garage door.

For the three exceptions to this...see the section on Reserved Parking.

Also, there are a few units that have more than one garage. This is an artifact of availability when the community was originally built. The basic rules still apply here, i.e., one car may be parked inside the garage, and another parked in front of the garage door, not more than five feet away.

## Reserved Parking

There are three special cases where the Board of Directors decided that a car cannot be parked in front of the garage door, because it creates a hazard to the traffic flow in the community. Therefore, each of these three units has been allocated a Reserved Parking space that counts as their second parking space. These spaces are marked as 'Reserved' with the unit number on the parking sign. Any vehicle parked in a Reserved space, not associated with that specific unit, will be subject to immediate towing with no warning.

## Assigned Parking

If there is a third full time resident in a townhome with a vehicle (hence, a third vehicle at the unit), then they can request an 'Assigned' Parking sticker, which will allow them to park in any parking spot in the community with an 'Assigned Parking' designation. These are available on a first come, first served basis, and only a limited number of these designations are available at any one time.

## GP Parking

As a convenience to the residents, there are a limited number of GP parking spaces available. These are available to residents that have ONLY one garage and EXACTLY two vehicles. These spaces are for limited times only as listed on the GP parking sign.

## Visitor Parking Rules:

### Visitor Parking

These spaces are available to non-resident visitors (guests) and can be used:

-Up to 6 hours per day and two times per week

Or

-Up to 24 hours in one spot, one time in a week

### Extended Visitor Pass

If a resident is having a visitor (guest) for a longer period of time, they can request an '**Extended Visitor Pass**', which are available for up to a two-week period if approved by the Parking Committee. If the stay is longer than two weeks, the resident will need to reapply for an extension. This Extended Visitor pass must be displayed on the dashboard of the vehicle when parked in the community.



## **Prohibited Actions:**

Certain actions are not allowed at any time. Also, there is no parking on any roadway in the community outside of the clearly marked designated parking spots.

### **Red Lines (Fire Lanes)**

There is no parking in any area in the community marked with Red Lines at ANY time. This is a requirement for emergency vehicles. Any car parked in a Red Line area will be subject to immediate towing with no notice.

### **Double Parking**

Parking two (or more) vehicles in front of a garage, one behind the other (or any other configuration), is prohibited at ALL times, and is subject to immediate towing without any notice. This is a requirement to allow for emergency vehicle access. A vehicle parked in front of a garage must be no further away than 5 feet from the garage door.

### **Parking in Front of a Neighbor's Garage**

There is no parking allowed in front of a garage that is not the owner's garage. Any violation will be subject to immediate towing with no notice.

### **Washing Vehicles**

Washing of any vehicle is prohibited at all times on community property.

### **Working on Vehicles**

Repair work cannot be performed on any vehicle unless it is TOTALLY inside the garage.

### **Leaving Garage Doors Open**

Garage doors must remain closed at ALL times, unless the garage is being accessed by the resident.

### **Driving on ANY Landscaped Area**

Vehicles are prohibited from driving on ANY landscaped area at ALL times.

## **Vehicles Not Allowed (or Must be Parked INSIDE of a Garage)**

Certain vehicles are not allowed to park in the community, but may be parked INSIDE a garage, if and only if they are completely inside the garage and the garage door can be closed, and the garage door remains closed unless the garage is being accessed. However, if a resident chooses to do this, it counts as utilizing one of their available parking spaces.

These vehicles include, but are not limited to:

Trailers

Motorcycles

Scooters

Recreational Vehicles

Boats

Trucks or pickup trucks over one ton

Oversized vehicles or equipment (defined as not able to fit in a garage)

Commercial Vehicles (defined as requiring a Commercial Driver's License, and/or requiring special plates such as: Taxicab, Tow Truck, TVW (GVW Truck), TRK (Special Use Truck), FTR (Farm Truck)

Abandoned or Inoperable Vehicle (defined as a vehicle that has not been driven under their own propulsion for a period of seven days, are without a valid current registration, or otherwise cannot travel under their own power and/or cannot safely and legally be operated on public streets).

## **Violation Notices**

### **Parking Tickets**

When parking violations are observed by the Parking Committee, a paper ticket will be placed on the windshield of the vehicle with a description of the violation. After 3 tickets within a six month period, the HOA can impose fines and/or have the vehicle towed without further notice.

### **Electronic Tickets**

Another type of parking ticket is an 'Electronic Ticket'. This comes as an email to the resident and counts as a parking ticket to that unit. It will normally have a picture of the violation and brief description of what is not allowed.

## 14. PETS (CC&R Section 7.7)

Our Declaration specifies that no more than three dogs over the age of six (6) months may be kept per household. Please note that Arapahoe County has the following pet limit: a maximum combination of three dogs, cats, small animals, and reptiles over the age of six (6) months per household.

Keep your pet under control. Dogs must be on a leash or in a pet carrier whenever in the common area. Pets may not be left unattended in the common area for any period of time. Pet owners are responsible for any property damage, injury, or disturbances caused by their pet.

To prevent transmission of diseases, bad smell, fly infestations, and other nuisances and health concerns, pet owners are required to immediately remove their pet's waste from the common area, their balcony and courtyard. Any resident of this community who is repeatedly observed to violate this policy will be fined. Please see the fine schedule at the back of this handbook for additional details.

Dogs who bark or howl extensively or excessively are considered a nuisance and any resident may file a report with the Arapahoe County police or animal control.

Animal control may be called to pick up stray animals found in our community.

## 15. PLUMBING (CC&R Section 4.2)

Maintenance of sewer lines within the owner's lot boundary is the owner's responsibility. Each unit shares the sewer line with neighboring units. Prevent problems with the drainage of your sewer line! Don't flush grease, kitchen scraps, egg shells, coffee ground etc. down your kitchen sink, even if you have a garbage disposal. Use a strainer in all sinks.

Please do not use garbage disposals **at all!** Our community is older construction and the pipes leading out to the main line are not as big as found in newer construction.

## 15. PLUMBING (CC&R Section 4.2) *continued*

The above listed items should also not be flushed down the toilet. Other items that should never be flushed down the toilet are paper towels, rags, cloth, sponges, sanitary napkins, dental floss, Kleenex, wipes/baby wipes (even those that claim to be flushable). The only commercially available product that can be safely flushed is toilet paper.

Do your part to keep your building's sewer lines clear. We recommend using a granular root killing agent such as ZEP Root Kill (Copper sulfate pentahydrate) at least once a year in the toilet closest to the floor drain in your basement to kill tree roots that grow into your sewer line (or in the toilet on the main level if your unit has no basement). Follow the instructions on the label. Consider using a gentle drain cleaner such as Rid-X regularly in your kitchen sink to prevent built-up of grease and food residues in your drainage pipe. It is a bacterial enzyme that is safe for pipes and fixtures and actually breaks down the oils, solids and wastes inside the plumbing pipes.

**It is the owner's responsibility to have the sewer line cleaned out by a commercial service when gurgling can be heard from the floor drain in the basement or a problem arises. It is the homeowner's decision when to call a plumber.** If the plumber determines the problem is outside

the Lot's boundary, the HOA may, in certain cases, reimburse the resident for the plumbing cost. The Board will determine if the Association will be responsible for all or a portion of the costs to remedy the problem.

## **16. ROOFS (CC&R 4.1)**

To maintain the warranty of the roofs, only roofers with adequate proof of insurance and authorized personnel are allowed on the roofs. Submit a written request to obtain written permission to access the roof for skylight installations, repairs or maintenance.

Cost of repair to the roof from unapproved installations or other activities on the roof will be charged to the person who requested that service.

Please read the section titled "Court Yard" in this handbook for further instructions related to trees in your court yard.

## **17. SNOW REMOVAL (CC&R Section 4.1)**

The Property Management Company contracts on behalf of the Association with an appropriate vendor for this service. The following strategy is currently used for snow clearing to limit the cost associated with each snow removal event:

- No shoveling until at least 3 inches of snow accumulation;
- No plowing until at least 4 inches of snow have accumulated in several locations within the community, and the snow storm is over;
- We will only plow the center of the streets on weekends due to all the parked cars;

## **17. SNOW REMOVAL (CC&R Section 4.1) *continued***

- It is extremely difficult to remove snow when vehicles are in the driveways, please park one car inside your garage, pursuant to the parking rules above;
- Salt and/or Sand will be spread on driveways as deemed necessary by the board and/or contracted snow removal company;
- Ice Melt and sand containers have been placed around the community for residents to use for spreading ice-melt on sidewalks, stairs, or other areas as necessary.

## **18. SKYLIGHTS (CC&R Section 4.2)**

Homeowners are responsible for any maintenance, repair and replacement of all skylights in their units. Skylights should be resealed every 5 years.

Individuals or companies contracted to work on a skylight should provide adequate proof of insurance prior to starting the work. Contact the Property Management Company for detailed information. A Design Review Form must be completed and approved by the Design Review Committee.

## 19. TRASH COLLECTION (CC&R Section 7.18)

Homeowners and tenants must use covered containers, such as garbage cans with a securely fitting lid, to have their trash picked up. Your unit number should be visibly displayed on the side of the can. We recommend numbers at least 4 inches in height. Placing trash in garbage bags in the common area for trash collection is not allowed. Using other resident's trash cans is prohibited. Owners are responsible for purchasing their own trash cans and trash cans for their tenants, as well as recycling containers.

Tree branches must be cut in a maximum of 18 inch lengths and be tied together or bagged. Because we have scavenging animals in our community, all trash cans should be placed in the parking areas after 6pm on the evening before trash collection, and the garbage cans must be removed from the common area by the night of trash collection. Unit numbers should be displayed on the cans in a clearly visible manner. Trash and recycling **MUST** be out no later than 7am on the pick-up day.

Trash is picked up every Tuesday morning, except when Tuesday is a holiday and during weeks when a holiday falls on a Monday. During these weeks, trash is typically collected on Wednesday. This may happen during the week of the following holidays:

- New Year's Day.....January 1
- Memorial Day .....the last Monday in May
- Independence Day..... July 4
- Labor Day .....the first Monday in September
- Christmas .....December 25

Days that we have snow may also delay trash pick-up days.

Recyclables collection occurs on the same schedule, but only every other week.

## 20. WATER (CC&R Sections 4.2)

All water used in your unit and throughout the community is paid through the monthly assessments. Please do your part to conserve water. For ideas about water conservation, go to <http://wateruseitwisely.com/100ways-to-conserve/>

Ensure the flapper valve in each toilet is functioning correctly. If water runs from time to time between flushes, that's a sign a new flapper valve is needed in the tank.

### **Washing vehicles is prohibited.**

Each unit has a shut-off valve in the basement or crawl space that shuts off all water to the unit. In addition, one unit in each building has a master valve that shuts off the water to all units in the building. Owners and renters/tenants of units that have the main shut-off valves must make it accessible in case of a water emergency. Call the Property Management Company if you need to find out which unit has

the master valve in your building. If it is your unit, be prepared to respond to an emergency. Make sure the Property Management Company has your current contact information.

If your unit is unattended for several days during the cold season, please don't let water run to keep the pipes from freezing. Instead, keep the heat in your unit at 55 degrees F to prevent freezing, and open cabinet doors under the sinks in kitchen and bathroom to allow air to circulate.

Each unit has an outside faucet that also needs to be protected from frost. Wrap the faucet in insulating material, or purchase an insulated faucet cover at a hardware store.

Cost for water pressure measurement, and purchase and maintenance of water pressure valves are the responsibility of the home owner.

## **21. WINDOWS (CC&R Sections 4.2 and 4.4)**

Windows are the owner's responsibility. The exterior color of all windows frames may be either bronze, dark brown or black. Owner must submit a Design Review Form and approval from the Design Review Committee to replace any windows.

Basement window wells must have a cover to prevent that snow, hail or rain leak through the basement windows and cause water damage in the basement. Water damage from leakage through the basement window is not covered by the Association's insurance, and is the owner's/tenant's responsibility. Each unit owner is responsible for providing and maintaining their own window well covers.

The Association is responsible for painting or staining of the exterior wooden window trim. The owner is responsible for maintenance of all caulking along the exterior trim of all windows, and for maintenance of the caulking along the inside facing side of all window frames.

## Violations and Fines

**Common violations that the HOA board will assess to owners in accordance with its Enforcement Policy.**

<b>Violation:</b>	<b>Assessed fine to home owner:</b>
Late HOA dues past 10th of the month	\$25
Outstanding HOA account balance	\$25 per month
Unable to park vehicle in garage	\$200 per month
More than 3 vehicles per unit	\$100 per month per vehicle
Abandoned or inoperable vehicle	Towed off site, pay Tow Company
Patio trees not in compliance after 30 days of notice	Cost of trimming/removal plus \$25
Failure to clean up pet waste	\$50 first time, \$100 all others
Improper or unauthorized installation of antennas or satellite dishes after 30 days notice	\$100 per month
Improper installation of windows or skylights after 30 days notice	\$100 per month
Extra unit trash removal billed by waste management company	Cost of bill plus \$25