

**CANTERBURY PARK HOMEOWNERS
ASSOCIATION, INC.**

**REVISED RULES AND REGULATIONS
2021**

AMENDED AND RESTATED

January 26, 2021

INTRODUCTION:

These Rules and Regulations, as adopted by the Canterbury Park Board of Directors, are based on the Declaration of Covenants and Restrictions, recorded in Douglas County.

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SECTION I. NOISE, LIGHTS, GRILLS, HAZARDOUS ACTIVITIES, TRASH CANS:

- 1 Owners and occupants shall exercise reasonable care to avoid making or permitting loud, disturbing, or objectionable noises, and in using or playing, or permitting to be played, musical instruments, radios, stereos, televisions, and any other devices in such a manner to disturb other residents. Volumes on these items shall be further lowered between the hours of 10:00 p.m. to 7:00 a.m. - Sunday evening through Friday morning and 11:00 p.m. to 8:00 a.m. Friday evening through Sunday morning.
- 2 No light shall be emitted from any unit lot that is unreasonably bright or causes unreasonable glare to others. No odor shall be emitted from any unit lot that is noxious or offensive to others.
- 3 Any exterior lighting requires approval, except for holiday season lighting, which can be installed only between November 1 and January 31 each year.

- 4 Exterior garage door and porch lights must be of a standardized type for which information is available from the Management Company. Please be considerate of your neighbor and use a 40-watt bulb or equivalent size compact fluorescent.
- 5 No cooking of any kind will be allowed in or on any common areas, including driveways, sidewalks, lawns, or parking areas. Cooking, including grilling, can be done on patios. Please be considerate of your neighbors while grilling on your patio.
- 6 Trash containers shall be kept inside of garages. Trash must be placed in sealed plastic or metal garbage cans, or plastic bags of sufficient strength. No boxes (unless sealed) or shopping sacks/bags (paper or plastic) are permitted. Items other than normal trash or garbage are not the obligation of the trash service to pick up. Such containers shall be put out on driveway areas the evening before or by 7:00 a.m. the morning of the day that trash is to be picked up and shall be returned to garages the same day as the pickup. If the regular pickup day falls on any of the holidays observed by the trash company (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day), the trash will be picked up the following day.
- 7 No activities shall be conducted on any common properties or recreational facilities which are disturbing, unsafe, or hazardous to any person or property.
- 8 Owners and tenants/lessees are responsible for the actions of their family members and their guests, and are liable for any damage caused, or violations of these rules, by such persons.

SECTION II. PETS:

All pets are required to wear a county or city license tag and a current immunization tag.

- 1 **NUMBER OF PETS:** No more than two pets may be kept in any one unit. Litters born to adult animals already in possession of the resident may be kept only up to the age of six months. No livestock, poultry, or animals other than normal household pets may be kept. No exotic pets such as snakes, lizards and alligators are allowed.
- 2 **PETS IN COMMON AREA:** Pets in the common area must be carried or on a hand-held leash, in accordance with City and Douglas County Ordinances. No animal may be tied, chained, or otherwise fastened to any fence, tree, or any other stationery object in the common area or to allow access to the common area. Any dog running loose or tied up in the common area may be picked up by the Douglas County Animal Control or may be captured and turned over to Animal Control, without liability by the Board, the Management Company, or any employee thereof.
- 3 **DOG RUNS/DOGHOUSES:** Exterior dog runs, and doghouses are prohibited. Because homeowners have easements of enjoyment to all common properties, no household pets shall be housed or maintained anywhere in the complex except within an individual unit.

- 4 DEFECACTION BY PETS: To keep grounds in the complex well-groomed and to avoid a health hazard, owners of pets must remove and properly dispose of all excrements by pets at the time of the incident.
- 5 PET NUISANCES: Dogs shall not be allowed to constitute a habitual nuisance to neighbors with excessive barking, yelping, whining, or howling. Barking dogs are annoying to neighbors. For this reason, do not leave your dog outside at night or when you are not at home. The unit owner is responsible and liable for any damage, injury, or disturbance which pet(s) in his/her unit may cause or inflict. The City/County Animal Control Division should also be contacted regarding any animal complaint. (303-660-7529
- 6 Any pet which inflicts injury upon any person in the common area will be considered vicious and will be ordered removed permanently from the complex.

SECTION III. AIR CONDITIONERS, SOLAR PANELS, ANTENNAS, SATELLITE DISHES, BASKETBALL BACKBOARDS, CLOTHESLINES:

1. Air conditioning equipment not routinely installed by the developer, including evaporative (swamp) coolers and attic ventilators, must receive approval. Moving air conditioning condensers from patios to common properties, or original installations on common properties, must receive approval. (Contact the Board for Approval.)
2. Solar panels may be prohibited. (Contact the Board for approval.)
3. The Board would like to ask that homeowners wishing to install a satellite dish complete an ACC (Architectural Control Committee) request form to keep the homeowner's file up to date. A satellite dish must be less than a meter in diameter.
4. Basketball hoops, backboards, and poles (portable or permanent) are prohibited. By design, there is no area available for such recreational use. There is a basketball court off Oxford Drive by the clubhouse recreational area available to enjoy the sport.
5. Exterior clotheslines are prohibited.

SECTION IV. PLANTERS/FIGURINES, AWNINGS, EXTERIOR SHADES, EXTERIOR SHUTTERS, PATIOS, HOT TUBS, LANDSCAPING, BIRD FEEDERS, FENCES AND CRAWL SPACES:

1. Planters, figurines, and ornaments on common properties (this excludes alleys, driveways, and sidewalks) are regulated as follows:

Figurines, ornaments, and planters may be placed on common properties only in non-grass areas immediately adjacent to the front or side of the unit. Figurines and ornaments shall not exceed 2 in number and shall not exceed 12 inches square and 24 inches high.

Planters shall not exceed 36 inches long, 24 inches wide and 36 inches high, and shall contain ONLY LIVE PLANTS. It is the responsibility of owners to maintain and clean such figurines,

ornaments, and planters and to be liable for any damage to common properties caused by such items.

2. Horizontal, retractable awnings are permitted on patios, and vertical shades are permitted on windows and patio doors provided they are of a canvas-like fabric and they are compatible in color to the exterior of the unit and ACC approval has been granted. Bamboo and bamboo-like shades are not permitted.
3. Patio extensions onto common properties are prohibited. Patio gates other than those installed by the developer must receive ACC approval.
4. Bird feeders are allowed with ACC form submittal and approval. See website www.weststarmanagement.com/canterbury-park/ for documentation regarding approved feeder types, feed location near the unit, and homeowner required maintenance and cleaning. ACC approval may be withdrawn, and the feeders removed if the homeowner does not properly maintain and clean the bird feeders, and the surrounding area. Pigeons and blackbirds are becoming a serious health and maintenance problem in our area. This is at least partially due to an accessible food supply. We encourage all homeowners to limit bird feeding in the complex.
5. Hot tubs must receive ACC approval.
6. Only the developer installs fencing.
7. Sheds and accessory buildings are prohibited.
8. Exterior shutters, except those installed by the developer, are prohibited.
9. Homeowners are prohibited from planting any landscaping in common areas.
10. Homeowners are responsible for the maintenance and care of their crawl space. Water pipes may be in the crawl space and are susceptible to freezing in the event of periods of very cold weather.

Frozen pipes may result in significant damage to a home, as well as the potential to use excessive amounts of water. Homeowners must assess individual needs to prevent these pipes from freezing. As the homeowner makes this assessment, the Board suggests that vents located on the perimeter of the foundation be closed during winter months. Also, the heat vent located in the crawl space should be checked and open during the colder months. Homeowner then should evaluate if additional insulation and/or heat is needed. During periods of absence from the home, the homeowner should consider having a friend check the unit. In the event a pipe(s) burst, the homeowner will be responsible for the cost of any resulting damage, as well as the charge for excess water billed to the HOA. Also, in the summer months, outside vent should be opened to prevent the growth of mold.

SECTION V. SIGNS, HOUSE NUMBERS, FLAGPOLES:

1. Real estate signs for "open house" may be placed for one day at a time on common properties in Canterbury Park/Broadwick.
2. One (only) temporary real estate "For Sale" sign, with metal legs to be stuck in the ground, may be placed in front of the unit between the sidewalk and the residence. Units that do not face the street will be allowed one additional sign to allow "drive by" visibility and sign must be placed as close to the residence for sale as reasonably possible.
3. Garage sale signs may not exceed 4 square feet in size, shall be free standing (not attached to any poles, trees, fences, etc.) shall not interfere with traffic or street visibility, and shall be removed by the end of the last day of the sale.
4. Except for signs for security alarm systems, all other signs, including but not limited to business advertisement and political campaign signs are prohibited in all areas including windows.
5. House numbers on units of a style and type other than those installed by the developer are prohibited. Numbers must appear on the front of each unit and above each garage door.
6. Freestanding flagpoles are prohibited. Flagpoles may be attached to the home and shall not exceed six feet in length.

SECTION VI. EXTERIOR PAINTING and RESTRICTIONS ON EXTERIOR ALTERATIONS:

1. Unit exterior painting is done on a scheduled basis. However, an owner may do touch-up painting using existing field and trim colors. Call the Management Company for colors.
2. No patio paint will be allowed. (Either floor or walls.)
3. Stained glass, non-reflective, low-E is allowed on windows with ACC approval. **Windows must have white exterior trim and white window grids.**
4. Front door with glass is acceptable with ACC approval.
5. No planting or gardening will be allowed in the common areas.

SECTION VII. STORAGE RULES:

1. No items of personal property, such as furniture, (other than usual patio furnishings) wood, bicycles, toys, tools, leashes, garbage cans, etc., shall be stored or left in common areas or on the front porch, patios, or balconies. The Board or the Management Company may remove any items left in the common area without permission and without liability.
2. Articles may be left on the front porch for pickup by a charitable organization for no more than 24 hours, provided that such articles are in plastic bags that have been tagged or labeled with

the organization's name. Large items such as furniture and appliances must not be left on porches, patios, or balconies for any reason.

SECTION VIII. FIREARM AND FIREWORKS AND RESTRICTION ON HAZARDOUS MATERIALS:

1. Firearms and fireworks are prohibited. No fireworks or firearms may be discharged anywhere within the complex. (This prohibition includes air- powered weapons)
2. No flammable, combustible or explosive fluids, chemicals or substances may be kept on the property except those required for normal household or automotive use.

SECTION IX. USE RESTRICTIONS AND DISTRIBUTION OF PRINTED MATERIALS:

No unit shall be used for any purpose other than as a residence. Any resident operating any business in a unit must obtain a Douglas County Home Occupation License and obey the county's rules. There must be no external evidence that a resident is using his/her unit for professional or home occupation.

SECTION X. VEHICLES, PARKING AND TRAFFIC:

The Canterbury and Broadwick neighborhoods were designed and were approved with limited parking based on the intent that residents would park their vehicles in their attached two-car garages. Norfolk Place is of the appropriate width to accommodate a fire lane with parking as designated on the North side of Norfolk Place. Sherman Street and Carey Lane are not of appropriate width to accommodate on-street parking. There are a limited number of off-street parking areas along Norfolk Place and Clarendon Loop. For this section, a "visitor" is defined as any person that is a guest of an owner or resident that parks in any visitor parking spaces for less than fourteen (14) days. Any guest or occupant of a unit that parks in any visitor parking spaces for more than fifteen (15) days shall be considered a "Resident." These spaces also include handicapped parking spaces.

Parking within the Canterbury and Broadwick neighborhoods is limited and restricted as follows:

- a) To assure the maximum amount of parking available to the residents and visitors/guests of the Canterbury and Broadwick neighborhoods, the residents are encouraged to use their garages for parking vehicles. Garages should not be used for purposes that prevent parking the maximum number of vehicles owned by the resident. Parking is allowed in designated parking areas along Norfolk Place and designated parking areas along Clarendon Loop and within Broadwick. There are areas for visitor only parking and areas considered open parking for residents and/or visitors.
- b) Visitors/guests of owners or residents shall park in designated visitor/open spaces.

Owners/residents are responsible for notifying their guests of the Association's parking restrictions.

- c) Overnight parking will not be allowed for trailers, motorhomes, boats, campers, commercial vehicles, and trucks over 3/4 tons.
- d) The parking of any vehicle in the fire lane or emergency access lane is prohibited and may constitute an emergency for towing purposes without notice.
- e) Only vehicles with handicap tags may park in designated handicapped parking spaces. Vehicles without such tags may be towed without warning.
- f) Vehicles shall be moved at least every 72 hours. Vehicles remaining in a parking space for over 72-hours may be tagged and/or towed after 48 hours of notification of violation.
- g) The owner or resident is responsible to notify the management company if he/she is unable to move the vehicle in the 72-hour period.
- h) Towing and Fines:
 - a) Towing, subject to applicable laws and ordinances, any vehicle parked or stored in violation of these rules may be towed by the Association at the sole risk and expense of the owner of the vehicle. Except for vehicles parked or stored in fire lanes or in areas required for access to fire hydrants or other emergency, in which case no notice is required before towing, the Association will provide notice to the owner of the vehicle violating these rules of the intent to tow within 48 hours before the vehicle is towed. Notice may be given by written notice posted on the car. The Association shall not be liable to the owner of such vehicle for trespass, conversion, damage to the vehicle or its contents. The Association shall not be guilty of any criminal or civil act, and such towing shall not be grounds for relief of any kind.
 - b) Owner responsible for Fines. The owner of record of the residence shall have the primary obligation to pay fines imposed for the action or actions of their tenants, visitors/guests, and any other residents in their units.
 - c) Exceptions to these Rules may be considered by the Board on a case-by- case basis submitted in writing to the Board. Failure by the Board to enforce any of these Rules and Regulations shall not be deemed a waiver of the rights to enforce the Rules and Regulations.

SECTION XI. GENERAL - GARAGE DOORS, DECKS, SNOW REMOVAL AND LEASED UNITS:

- 1. Only our standard garage door shall be used. All garage doors are to be always kept in a closed position except for entry and exit.
- 2. Decks are a part of the exterior and shall be maintained by the Association.

3. Snow will be removed from the sidewalks after the accumulation is two inches (2") or greater and the snow has quit falling; from the roads after the accumulation is four inches (4") or greater and the snow has quit falling. If, however, we are getting an excessive amount of snow, plowing will begin before the snow has stopped falling to keep the area accessible. Exceptions to the foregoing shall be subject to the Board's approval.
5. Leased Units: Tenants are subject to the Rules and Regulations in the same capacity as owners. Fines incurred by tenants become the liability of the unit owner. Therefore, the owners of leased units must distribute copies of these guidelines to their tenants.
6. The owner(s) must report the name(s) and contact information of tenant(s) to the Management Company each time the unit is leased.
7. Leasing of a unit for business purposes, including home-based business, is not permitted.

SECTION XII. RECREATIONAL FACILITIES:

Canterbury Park Homeowners Association is a Sub-Association of Castle Pines North Homeowners Association #2 and, therefore, participates in membership rights to the recreational facilities. The Clubhouse and recreational area are located at 7306 Oxford Drive. Provided for your use is an Olympic size guarded pool (open from Memorial Day to at least Labor Day), one double tennis court, playground equipment, a basketball court, a sand volleyball court, and a clubhouse available for rental by reservation. There is a directory for HOA #2, which is updated regularly, with a contact person listed for reserving the clubhouse. Regulations for the pool as well as key cards for the pool and tennis courts will be distributed by the Management Company.

SECTION XIII. ENFORCEMENT OF RULES AND REGULATIONS:

Canterbury Park Association Rules and all rules set forth in the Declaration of Covenants and Restrictions and in the By-Laws and Architectural Control Committee Residential Guidelines shall be vigorously enforced by the Association, its members, the Board of Directors, the Managing Agent, and all committees of the Association. All correspondence regarding complaints shall be kept on file. Enforcement shall be as follows:

1. The Managing Agent will do a periodic inspection of the community and record violations to be reviewed by the Board of Directors. Additionally, any unit owner as a member of the Association, or any person residing in the Canterbury Park Complex, may make a written complaint regarding any violation of any Rule or Regulation. All such complaints shall be submitted in a letter to the managing agent. The letter must state the date, time and location of the action complained about and must be signed by the complainant. The complainant's name will not be revealed to the respondent unless or until a Board hearing on the matter is scheduled. The Managing Agent shall take appropriate action under supervision by the Board and in line with the following section on penalties.

2. The respondent shall be given a letter on behalf of the Association, which shall outline the complaint. The letter may request that any rule(s) violation cease and not recur in the future and may also request any other action that is reasonable under the circumstances. The letter shall notify the respondent and establish the time, place, and date of a hearing.
3. If, after the letter of notification, and after the opportunity for a hearing has been provided to the respondent, the complaint is found to be without merit, it shall be dismissed and both parties notified.
4. If, after the letter of notification and after response by the respondent, the complaint is found to have merit, the penalty procedures below shall apply. Additionally, if the respondent fails to respond, a fine may be imposed in accordance with the penalty provisions set forth below.
5. Managing Agent is responsible to advise the Board of situations whereby the homeowner is failing to meet financial responsibilities. The Board will take all reasonable and prudent actions to rectify these situations. Should conditions persist, the board will consider additional actions that might include, and not be limited to, termination of water services to subject unit.

SECTION XIV. PENALTIES:

1. Penalties for violations of Canterbury Park Rules and Regulations to be imposed by the Board of Directors who authorize the Managing Agent to notify all violators as follows:
 - First Offense: Written letter of warning. Homeowner has thirty (30) days in which to respond.
 - Second Offense for same rule violation: \$25.00 fine plus suspension of an owner's voting right and rights to use of recreational facilities by the owner, owner's family, tenants and guests for a period not to exceed thirty (30) days. For continuing breach, such suspension may continue up to sixty (60) days. Third Offense for same rule violation: \$50.00 fine plus the same suspension of rights as for a second offense.
 - Fourth Offense for same rule violation: \$75.00 fine plus the same suspension of rights as for a third offense.
 - Fifth Offense or more for same rule violation: \$100.00 fine plus the same suspension of rights as for a fourth offense.
2. A violation by a tenant or guest shall be treated as a violation by the owner of the unit occupied by the tenant. The owner shall receive the letters cited above which shall outline a complaint for a rule violation committed by a tenant.
3. Unpaid fines shall be treated the same as unpaid monthly assessments and may result in a lien on an owner's unit.

SECTION XV. RIGHT OF APPEAL:

A respondent who feels a committee decision and action is unfair or improper may file a written appeal to the Board. The Board will schedule a hearing on the matter. A Board Hearing shall require a quorum plus one of the Directors. The decision of the Board shall be final.

SECTION XVI. AMENDANT PROCEDURES AND EFFECTIVE DATE

The Canterbury Park Association Rules and Regulations may be amended from time to time by the approval of the Board of Directors. Proposed amendments shall be given to homeowners prior to the regular monthly Board meeting at which time the Board may adopt the amendments. Residents may submit written comments regarding the proposed amendments to the Managing Agent for referral to, and consideration by, the Board, prior to the effective date.

Board Approval: June 2005 Effective Date: June 2005

REVISED ON JANUARY 26, 2021

EFFECTIVE FEBRUARY 26, 2021