

## COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

These are the Rules and Regulations governing Country Club Estates Homeowners Association. They apply to all residents of Country Club Estates, Owners and non-Owners alike. They are enforceable in accordance with our Declaration and Bylaws. The purpose of these Rules and Regulations is to ultimately provide all residents maximum enjoyment while living in Country Club Estates Homeowners Association.

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

REMEMBER: TO HAVE A GOOD NEIGHBOR, YOU MUST FIRST BE A GOOD NEIGHBOR. Please work to keep the community safe and clean.

### ARTICLE ONE: PERTINENT INFORMATION

1.1 OFFICE Country Club Estates Homeowners Association is managed by Countryside Asset Management, whose address is 7490 Clubhouse Road, Suite 201, Boulder, CO 80301. Office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. The telephone number is (303) 530-0700. There is a 24-hour answering service at the same number.

1.2 MAINTENANCE Maintenance of all Common Areas is provided by contract labor.

1.3 GOVERNING DOCUMENTS The Association is governed by three documents: (a) THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF COUNTRY CLUB ESTATES, (b) ARTICLES OF INCORPORATION, and (c) BYLAWS OF COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION. These documents, as well as Budgets and other Association-related documents, are kept on file at the office of the Management Company and are available for your inspection and copying.

### ARTICLE TWO: COMMON AREAS

2.1 Concerns regarding the Common Areas are to be submitted to the Board of Directors through Countryside Asset Management Corporation. Owners should submit the requests for repairs of the Common Areas to the Board through the management company.

### **ARTICLE THREE: DEFINITIONS**

3.1 Terms used in these Rules and Regulations have the same meaning in these Rules and Regulations as such terms have in the Declaration of Country Club Estates Homeowners Association.

### **ARTICLE FOUR: GENERAL RULES**

4.1 These Rules and Regulations, the Declaration, the Articles and Bylaws shall be enforced by the Board of Directors, and Fines and Individual Assessments for infractions may be levied in accordance with the Declaration and Bylaws.

4.2 Owners are responsible for infractions committed by their families, tenants and guests. If due to the act or neglect of an Owner or such Owner's Guests, loss or damage shall be caused to any person or property within the Common Areas, such Owner shall be liable and responsible for the payment of same.

4.3 There shall be no annoying lights, sounds or odors which would reasonably be found by others to be noxious or offensive. No exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used except with the prior written approve of the Design Review Committee. There shall be no loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents. Volumes shall be appropriate between the hours of 10:00 p.m. to 9:00 a.m.

4.4 No sign, poster, billboard, advertising device or display of any type is to be placed anywhere within The Properties without prior written permission from the Board of Directors. One sign advertising a lot for sale or for lease is permitted as long as it complies with the local sign codes. Political signs may be displayed within 45 days before any election and must be removed within 7 days after any election.

4.5 All equipment shall be enclosed within a garage, including all tractors, snow removal equipment and garden or maintenance equipment, except when actually in use.

4.6 No fireworks or firearms may be fired or discharged upon any portion of The Properties.

4.7 No flammable, combustible or explosive fluids, chemicals or substances shall be kept within The Properties except those required for normal household use.

4.8 Any immoral, improper, offensive or unlawful act may be reported to the appropriate governmental authorities and will be deemed an infraction of these Rules.

4.9 The Board may adopt such reasonable rules as it deems proper for the Association. A copy of said rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, said rules shall be in full force and effect and shall be enforced against each Owner. It shall be the Owners' responsibility to provide the Owners' tenants with the Rules and Regulations.

## **ARTICLE FIVE: PETS**

5.1 Pets shall not litter the Common Areas. ANY SOILAGE MADE BY PETS ON ANY PORTION OF THE COMMON AREAS MUST BE CLEANED UP AT THE TIME OF THE INCIDENT. It shall be the duty of the Association to keep the Common Areas free of litter caused by and left by pets. The Owners of pets known to be at large upon the Common Areas shall be assessed by the Board of Directors for the cleanup expenses incurred, together with the costs of collection and enforcement, to include reasonable attorney fees and costs if necessary.

5.2 Pets shall not be allowed to run at large within The Properties, but shall be at all times under control of the Owner while such animal is outside such Owner's Lot. Pets in the Common Areas must be either carried or be on a leash. Residents must follow City of Boulder leash laws. It shall be the duty of the Association, and its representatives, to notify the City Animal Warden of pets found at large within the Common Areas in violation of City Ordinances.

5.3 No livestock, poultry or animals other than standard domesticated household pets may be kept in any portion of The Properties.

5.4 Owners will be held responsible and liable for any property damage, injury or disturbance which such Owner's pet or such Owner's tenant's pet may cause.

## **ARTICLE SIX: SWIMMING POOL AND CLUBHOUSE**

6.1 Daily Hours: 8:00 am - 10:00 p.m. The pool will generally be open from Memorial Day until Labor Day.

6.2 The pool gate is to be kept locked at all times. DO NOT prop the pool gate open. Keys for the pool gate are available through the Management Company for a replacement cost of \$25.00. Keys are not to be duplicated or loaned to non-Owners.

6.3 NO LIFEGUARD IS ON DUTY AT THE POOL. ALL PERSONS SWIM AT THEIR OWN RISK.

6.4 Only Owners, their immediate families and Owner accompanied Guests shall use the pool. In no event will an Owner be permitted to have more than fifteen (15) Guests in the pool area at one time.

6.5 Persons under 14 years of age must be accompanied by a responsible adult, age 18 or over, at all times. It is recommended children who cannot swim wear certified life preservers.

6.6 The use of the pool cannot be reserved and is open to everyone who is eligible to use it.

6.7 The clubroom is available for the use of Owner's and their Guests on a reservation basis only. The clubroom may be reserved by completing a reservation form available through the Management Company and providing a \$200.00 security deposit, which will be returned if the clubhouse is left in a clean and damage-free condition. Reserved use of the clubroom in no way implies a reservation or private use of the adjacent facilities, which include the pool, tennis courts, volleyball court and/or restrooms.

Maximum occupancy for the clubroom is twenty-five (25) Guests. The clubroom may not be reserved on the following holidays: Memorial Day, Fourth of July and Labor Day, due to the typically high volume of use at the pool area on these days.

6.8 Pets are not allowed in the pool area at any time.

6.9 Glass containers are not allowed in the pool area. Alcoholic beverages are not permitted in the clubhouse or pool area. Smoking is not permitted in the clubhouse or pool area.

6.10 Only appropriate swimwear is allowed in the pool - no cutoffs, etc. Children that have not been toilet trained must wear swim diapers in the pool.

6.11 Loud conduct, nuisances and annoyances of all kinds are prohibited. This includes running, shouting, and unnecessary splashing. Loud music is also not acceptable.

6.12 Kayaks, boats, large floatation devices and/or non-related equipment or toys such as scooters, bikes, etc. are not allowed.

6.13 Pool furniture must be neatly stored after use and under no circumstances may Association furniture be removed from the pool area or used in the pool.

6.14 No balloons are allowed in the pool area.

6.15 Under no circumstances will climbing the pool fence or the clubhouse roof be tolerated.

#### **ARTICLE SEVEN: TRASH**

7.1 Each owner is responsible for the removal of trash. Western Disposal (303-444-5037) provides trash service for The Properties.

7.2 No trash, litter, garbage, grass, shrub or tree trimmings, scrap refuse or debris of any kind shall be permitted to remain exposed upon any Lot so it is visible from any neighboring Lot or from the street, except at proper times for garbage or trash pickup.

7.3 After Notice and Hearing, the Board of Directors shall have the right to remove such unsightly objects and materials from any Lot. The cost of such removal shall be chargeable to such owner.

7.4 No rubbish, garbage, trash or discarded smoking materials shall be allowed to accumulate upon the Common Areas but must be disposed of properly in available trash receptacles.

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

8.1 No house trailer, camping trailer, horse trailer, camper, camper shells, boat trailer, hauling trailer, boat or boat accessories, truck larger than one ton, recreational vehicle or equipment, mobile home, or commercial vehicle may be parked or stored anywhere within The Properties so they are visible from neighboring dwellings or from the street except in emergencies or as a temporary expedience.

8.2 No emergency or temporary parking or storage shall continue for more than seventy-two hours.

8.3 Parking is not allowed on landscaped or lawn areas.

8.4 No abandoned, unlicensed, wrecked or inoperable vehicles of any kind shall be stored or parked within The Properties except in garages or except in emergencies.

8.5 No vehicles shall be parked at the clubhouse for more than 24 hours.

8.5 The Board of Directors shall have the right to remove and store a vehicle in violation of these Rules and Regulations and/or the Declaration after Notice and Hearing. The expenses of removal and storage shall be levied against the Owner of the vehicle.

8.6 Only preventative vehicle maintenance is allowed within The Properties and only in the garages.

8.7 Garage doors must remain closed except when the garage is in use.

#### **ARTICLE NINE: DESIGN REVIEW COMMITTEE**

9.1 No exterior improvement to Property of any kind shall be erected, altered, placed, or maintained within The Properties unless and until the plans and specifications showing the nature, kind, shape, height, materials, locations, along with samples of materials and colors, have been submitted to and approved in writing by the Design Review Committee.

9.2 The Design Review Committee shall be appointed by the Board of Directors and shall consist of three (3) members.

9.3 The Committee shall exercise its best judgment to see that all alterations, modifications and additions within The Properties conform to and harmonize with existing surroundings and structures and are constructed in accordance with the Design Review Guidelines.

9.4 The Committee shall approve or disapprove all requests within thirty (30) days after receipt of all documents needed. In the event the Committee fails to take any action within said 30 days, the improvement request shall be deemed approved.

9.5 Any exterior modification, alteration or addition without the written approval of the Committee shall be deemed to be a violation of these rules.

9.6 Any temporary exterior holiday decorations may be displayed within 15 days before a holiday and removed within 15 days after the holiday. Holiday lights and decorations will be allowed from November 25 through February 1. All installations of exterior decorations for holiday purposes must not jeopardize the safety, welfare or convenience of the community.

## **ARTICLE TEN: LEASED UNITS**

10.1 An Owner has the right to lease his or her dwelling unit.

10.2 No Owner may lease less than his or her entire dwelling unit.

10.3 An Owner may not lease his or her unit for transient or hotel purposes or for a term of less than ninety (90) days.

10.4 Any such lease or rental agreement must be in compliance with applicable local, state and federal laws.

10.5 Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of these Rules and Regulations, Declaration, Bylaws and Articles of Incorporation in the same manner as would an Owner. Any fines or Individual Assessments incurred by non-Owner residents shall be the liability of the Owner of the Unit, and shall be assessed in accordance with the procedures specified in the Declaration and Bylaws. The failure of the lessee or renter to comply with the terms shall constitute a default and such default shall be enforceable by either the Board or Directors or the lessor, or by both of them.

10.6 The Owner is responsible for the distribution of the Rules and Regulations to such Owner's tenants.

10.8 A copy of the lease shall be delivered to the Board of Directors of the Association, or the managing agent, upon request.

## **ARTICLE ELEVEN: COLLECTION OF DELINQUENT ASSESSMENTS**

11.1 Common expense assessments are levied on an annual basis and are payable quarterly. Any assessments not paid within thirty (30) days after the due date shall be assessed a \$25 late charge and applicable administration fee. Should it become necessary to file a lien on a Lot or a County Court Summons and Complaint, the Owner of such Lot is responsible for all legal fees and costs.

## **ARTICLE TWELVE: ENFORCEMENT**

12.1 If any action is brought in a court of law or put into arbitration as the enforcement interpretation or construction of these Rules and Regulations, the prevailing party in such action shall be entitled to reasonable attorney's fees as well as all costs incurred in the prosecution or defense of such action.

12.2 All complaints pertaining to infraction of the Rules and Regulations of Country Club Estates Homeowners Association must be in writing, addressed to the Board of Directors, c/o Countryside Asset Management Corporation, 7490 Clubhouse Road, Suite 201, Boulder, CO 80301 or emailed to [office@csamc.com](mailto:office@csamc.com). The complaint must include the following:

- (a) Name and identity of individual committing the infraction;
- (b) The identification of the specific violation;
- (c) The date, time and place of the infraction;
- (d) The name, address, and telephone number of the person making the complaint, and the complaining individual's relationship to the community.

12.3 Upon receipt of a written complaint, the Board of Directors shall conduct the Notice and Hearing Procedure in accordance with the Association's Declarations and Bylaws. Fees may be imposed according to the following schedule or may be amended by the Board in the event the Board feels the offense warrants a more severe penalty.

First Offense	Written Warning
Second Offense	\$ 25.00 Fine
Third Offense	\$ 50.00 Fine
Fourth Offense	\$100.00 Fine
Fifth & Successive Offenses	\$150.00 Fine

12.4 Remedies for violations of the Rules and Regulations will be fines, the filing of liens, and when necessary, the filing of lawsuits to obtain injunctions and/or monetary damages.

12.5 The Offenses of the Owner, such Owner's guests and/or tenant shall be the responsibility of the Owner.