

**RULES AND REGULATIONS  
AND  
ENFORCEMENT PROCEDURES**

## RULES AND REGULATIONS AND ENFORCEMENT PROCEDURES

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## INTRODUCTION AND STATEMENT OF POLICY

Dear Homeowner,

These Rules and Regulations were adopted in April 2000 by the Board of Directors of the Ridgepoint at Bear Creek Homeowners Association (the "Association") and altered slightly in 2013. The Rules and Regulations supplement the restrictions and requirements contained in the Declaration of Covenants, Conditions, Restrictions and Reservation of Easements of the Association ("CC&Rs"), the By-Laws, and the Articles of Incorporation of the Association. The Rules and Regulations have been adopted so that we can all enjoy living in a pleasant, family-oriented environment with friendly neighbors and be able to maintain our property values. They are not intended to hinder the majority but to prevent individuals from infringing on the rights and peaceful coexistence of all homeowners. In the event such Rules and Regulations are violated, fines may be levied in accordance with the schedule set forth in Section 16.C. of this document. Any and/or all of these Rules and Regulations may be added to, changed or deleted by a majority vote of the Board of Directors at any time, provided that such action does not alter the intent of the Governing Documents and notice is given to Homeowners.

This document serves the following purposes:

1. To ensure that everyone is aware of the Rules and Regulations currently in effect.
2. To provide a basis for the Rules and Regulations to be enforced without preference or prejudice. Reference is given after each Rule to the CR&R section for that topic.
3. To provide clear legal basis for collection of fines if and when necessary.

### COMMON AREAS

The common area property of Ridgepoint consists of approximately 23 acres that surround the 85 homes in the development. The Board is mandated to maintain the landscape of the common area, at minimum, to the standard of the landscape plan submitted to Jefferson County in 1996.

All homeowners have the right of access to all Common Areas (Article VII, Section 8.2 in the CC&Rs). However, be aware that rattlesnakes have been sighted in open areas in Jefferson County. Be alert to their possible presence and avoid rock piles and deep grasses where they make their homes. Note also that household pets are vulnerable to snakes, coyotes and large birds of prey.

### ASSOCIATION DOCUMENTS

Each household is entitled to a copy of the Declaration of Covenants, Conditions and Restrictions (CC&Rs) the By-Laws, the Rules and Regulations, and the Articles of Incorporation of the Association. Please become familiar with these documents because they are the basic controls by which our Association is governed. It is incumbent upon each of us not only to follow these rules and regulations but also to report infractions in writing to the Board of Directors.

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To maintain a responsible, successful and beautiful community, all homeowners, lessees and their guests must follow these governing documents. They ensure the enjoyment of our area and the continuing appreciation of our individual investments.

These Rules and Regulations supplement but may not contradict or replace the Association Documents. Should there be any inadvertent contradictions, the Association Documents shall prevail. Cross-references to the CC&Rs are set forth below for your convenience.

Lessees and their guests are subject to all of the same rules and regulations as are the homeowners. The homeowner of record is responsible for the actions of a lessee or guest.

Ridgepoint HOA Board of Directors for 2014

Wendy Raffaeli, President

Roscoe Davidson, Vice-President

Ronald W. Servis, Secretary/Treasurer

January 2014

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## RULES AND REGULATIONS

### 1. COMMON AREAS

A. USE OF COMMON AREAS. No vehicle except with prior approval from the HOA Board (reference 7.1 CC&Rs and 17.1(a) By-Laws) of any kind is allowed on the common area. This includes cars, trucks, dirt bikes, mountain bikes, ATVs, etc. Dogs must be kept on a leash at all times within the confines of the Ridgepoint development when outside the owner's property. Pets should never be left unattended or off of a leash in the common area. Please do not disturb the native grasses or plants.

B. DISPOSAL OF WASTE. Residents or persons under the direction of a resident (such as lawn mowing service) are not permitted to dispose of trash, grass clippings or other forms of debris in common areas. The homeowner will be held responsible to either clean up the waste or to pay the cost incurred by the HOA to do so.

C. DAMAGE TO COMMON AREAS. The homeowner shall be responsible for the repair or the cost to repair any damage caused to the common area by an owner, or his or her lessee, guest, invitee or hired personnel.

D. ENCROACHMENT ONTO COMMON AREAS. No resident will be allowed to encroach onto the Common Area with their landscape or trees. Residents are allowed to donate (with prior written approval from the Architectural Review Committee {ARC} and the Board) the purchase and planting of indigenous trees, shrubs and the placement of boulders.

### 2. VEHICLES AND PARKING

A. GARAGE DOORS. Garages may only be open for purposes of ingress and egress of vehicles, people (including access to the home by children) and goods. Garage doors may also be kept open while residents are present outside.

B. PARKING OUTSIDE OF GARAGES. "Non-Standard Vehicles" (as defined in C. below) may not be parked outside of a garage. Residents may park standard vehicles outside of a garage only if the vehicle parked outside the garage is a large vehicle that would not fit in the garage, or at least two vehicles are parked in the garage. No vehicle that is not currently registered and operational may be parked outside of the garage. Vehicles must display current registration tags.

Permitted exceptions are as follows:

Commercial or construction vehicles and equipment providing services to a homeowner or to the Association, but only during periods when those services are being performed.

Recreational vehicles or boats for washing, clearing, loading or unloading for a maximum of 48 hours

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Inoperable vehicles for emergency repairs only or while awaiting towing for a maximum of one week.

C. NON-STANDARD VEHICLES. The following are considered non-standard vehicles:

a. Boats, campers, wagons, sleighs, motor scooters, snowmobiles, recreational vehicles, buses, commercial and business vehicles, trailers, jet skis, ATVs, motorcycles, and mobile homes.

b. Snow removal equipment, lawn mowers, garden and maintenance equipment, tractors, and graders.

c. Inoperable vehicles or vehicles which are unsightly due to major body damage, extensive rust, broken windows or flat tires.

The Board reserves the right to determine that other vehicles not listed are also "Non-Standard Vehicles" on a case-by-case basis.

*Reference CC&Rs Section 17.6*

D. STREET PARKING. Vehicles belonging to residents should not be parked on the street except for temporary purposes. Vehicles parked on the street must be moved every seventy-two hours per county regulations. Vehicles parked in the street must be parked parallel within one (1) foot of the curb in the proper direction and may not impede access to driveways, utilities or fire hydrants. The purpose of this is to minimize the number of vehicles parked in the street for safety reasons. Families with multiple drivers must park at least two vehicles inside the garage and three vehicles in the driveway before parking on the street to reduce the number of cars parked in the street. Vehicles, or parts of vehicles, may not be parked on the sidewalks.

E. PARKING OF EMERGENCY SERVICE VEHICLES. An Owner/resident who volunteers for a fire department or is employed by an emergency service provider and as a condition of such service is required to maintain an emergency service vehicle may park said vehicle with a weight rating of 10,000 pounds or less in the driveway of the residence. The Association reserves the right to request verification of employment or volunteer status from the Owner/resident.

All streets within Ridgepoint at Bear Creek are county streets and are therefore subject to the ordinances of Jefferson County.

*(Reference C.R.S. 38-33.3-106.5)*

## 3. STREETS AND SIDEWALKS

A. UNLICENSED VEHICLES AND OPERATORS. Use of unlicensed motor vehicles as defined by Colorado State Vehicle code on the community streets is prohibited, including children's motorized or battery operated vehicles, ATVs, quads, dirt bikes or recreational vehicles not requiring a driver's license. Also prohibited is the operation of motor vehicles by unlicensed operators.



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B. SPEED LIMIT. A maximum speed of 25 miles per hour shall be observed at all times within the subdivision.

C. RECKLESS DRIVING. Safe and prudent operation of motor vehicles is required at all times. Incidents of reckless driving should be reported to the Jefferson County Sheriff's Department.

## 4. SPORTING AND PLAY EQUIPMENT

A. BASKETBALL HOOPS. Basketball hoops may be left up throughout the year. They must either be in-ground or portable and must be kept in good condition. The hoops may not be placed on the sidewalk where pedestrians walk nor mounted to the house.

B. OTHER SPORTING EQUIPMENT. When not in use, other sporting equipment such as skate boarding ramps, hockey nets, etc. must be placed out of view of neighbors. Equipment may not be left in front of the house, in the driveway, on the sidewalk or in the street when not in use.

*(Reference CC&Rs, Section 17.30)*

## 5. PETS

A. SANITARY CONDITIONS. All residents are reminded that they must clean up after their dogs when they are being walked, including when they are in the common area/open space.

Animal owners must maintain sanitary conditions on their own properties in accordance with Jefferson County regulations by picking up and disposing of any animal waste in a trash container at least daily. Animal waste should not be washed into the street. Unsanitary conditions should be reported to the Board of Directors, a Jefferson County Health Officer, or the Jefferson County Sheriff.

*(Reference CC&Rs Section 17.5)*

B. EXCESSIVE NOISE. Animals that make excessive noise, such as dogs that bark or howl regularly or incessantly, will be considered as nuisances and the owners of such animals should be reported to the Jefferson County Sheriff's department or the Jefferson County Animal Control division.

*(Reference CC&Rs Section 17.5)*

C. TYPES OF ANIMALS PERMITTED. No animals or pets other than domesticated dogs, cats, and other common household pets shall be allowed on the property.

*(Reference CC&Rs Section 17.17)*

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## 6. SIGNS AND FLAGS

### A. SIGNS.

1. The placement of signs on residents' lots are restricted to signs indicating the property is for sale, rent or lease and "Open House" signs in connection with the sale of the residence and shall not exceed 18"x24" in size and must be placed in the yard of the residence. Security system signs are also permitted.
2. No for sale, rent or lease sign may remain more than two (2) weeks after the date of sale or lease. No such signs shall be permitted outside the property line of the residence. No "Open House" signs are permitted to remain on display when a salesperson is not present and such signs must be removed no later than sunset each day.
3. Other signs may be displayed only with prior written Board approval.

*(Reference CC&Rs Section 17.7)*

### B. DISPLAY OF POLITICAL SIGNS.

1. Political signs may be displayed in a resident's yard or residence windows 45 days before and 7 days after an election. They may not exceed the maximum dimensions of thirty-six inches by forty-eight inches, or a maximum height of four feet.
2. No more than one professionally lettered political sign per political office or ballot issue that is contested in a pending election may be displayed.
3. The signs must be replaced if they become visibly worn.
4. Political signs may not be illuminated.

### C. FLAGS.

1. Definitions
  - a. American flag: The flag of the United States of America as defined in Chapter 1 of Title 4 of the United States Code, as amended.
  - b. Colorado State flag: The flag of the State of Colorado as defined by Colorado Statute.
  - c. Service flag: A service flag bearing a star denoting the service of a resident or a member of the resident's immediate family in the active or reserve military service of the United States during a time of war or armed conflict.
2. One American flag and one Colorado State flag may be displayed on or from a residence if the flags are displayed in accordance with the requirements of the U.S. Flag

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Code. The flags may not exceed 3 feet by 5 feet. Flags may be attached by means of an outrigger bracket attached to the front entrance of the residence. The mast may not exceed 6 feet in length and 2 inches in diameter.

3. One Service flag may be displayed for each branch of the military service in which the resident or members of the resident's immediate family are serving or have served. The service flag may be displayed outside the residence or inside a window or door and may not exceed 18 inches by 32 inches.

4. All flags must be replaced if they become visibly worn.

*(C.R.S. 38-33.3-106.5)*

## 7. MAINTENANCE

Each resident is expected to maintain his/her residence and property in a manner that will enhance the value of the entire development by doing the following:

A. LANDSCAPES. Lawns must be kept mowed, trimmed and weed-free. Trees, plants and shrubs must be trimmed and neat at all times.

B. DRIVEWAYS. Driveways, walkways and sidewalks must be free of oil and grease stains, rust, dirt and weeds.

C. STRUCTURES. All structures and walls, including siding, stucco, and trim, must be painted when they show wear, excessive fading or peeling. Any paint color other than the existing approved color must be submitted to and approved by the Architectural Review Committee and the Board of Directors.

D. FENCES. Fences within the property may be stained if constructed of wood. The Architectural Review Committee and Board of Directors must approve the placement of any fence together with the style and stain or paint.

E. DECKS. New decks need approval from the Architectural Review Committee and the Board of Directors before they are constructed. Decks that are replaced that are of the same materials and color and design as the original deck do not need the approval of the Committee and Board. Man-made materials may be used but homeowners must keep in mind that many colors change over time. The color the homeowner chooses must neither fade nor change color within the first year. The colors of the house must compliment the colors of the approved deck. Vertical portions of decks are required to be stained or painted to either match or compliment the house.

*(Reference CC&Rs, Section 17.19)*

F. XERISCAPE AND WATER RESTRICTIONS. Owners may choose to use xeriscape landscaping for up to 51% of their front and back yards with prior approval from the Architectural Review Committee and the Board of Directors. Owners and tenants shall comply with "water use

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restrictions” declared by Denver Water. Once any restrictions are lifted, the owner or tenant shall, as soon as is practical, restore grasses and plants to health.

## 8. NON-RESIDENTS

A. SUSPICIOUS ACTIVITIES. To promote a safe and secure neighborhood for the benefit of all residents, all residents should be watchful and report to the Jefferson County Sheriff any persons acting or vehicles being operated in a suspicious manner.

B. CC&Rs VIOLATIONS BY NON-OWNERS. For CC&R violations committed by guests, lessees or service personnel hired by the resident, any fines applicable for such violations shall be levied against the homeowner.

C. SOLICITORS. Residents who invite salespersons and service persons into the neighborhood shall advise such persons that they may not call upon other residents except when invited to do so by such residents.

## 9. NOISE, ODORS

A. NOISE. Excessive or offensive sound or music will not be permitted within the development. County ordinances forbid any loud noise between 7 p.m. and 7 a.m.

B. ODORS. Offensive odors such as pet waste and decaying matter shall not be permitted.

*(Reference CC&Rs Section 17.5)*

## 10. HAZARDOUS ACTIVITIES

No activities shall be conducted on any lot or Common Area that are unsafe or hazardous to any person or property. No firearms, BB guns or air rifles shall be discharged; no open fires shall be lighted unless contained in a barbecue unit or Chimenea while being attended. No fireworks are permitted.

*Reference Section 17.9*

## 11. WORKING ON VEHICLES

Working on vehicles is only permitted if done in the garage and out of sight and sound from streets or adjoining properties. This rule is not meant to prohibit routine washing and waxing of residents' vehicles.

*Reference Sections 17.5 & 17.6*

## 12. HOLIDAY DECORATIONS

Christmas holiday decorations will be removed no later than the 15<sup>th</sup> day of January. All other holiday decorations must be removed within fifteen (15) days following the holiday.

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## *Reference Section 15.9 (F)*

### 13. UNSIGHTLY ARTICLES

No unsightly articles shall be permitted to remain on any lot if they are visible from adjoining properties or from public thoroughfares. Such objects include storage units, trailers, mobile homes, recreation vehicles, graders, trucks other than pickups used solely for private use of the residents, boats, campers, wagons, buses, motor scooters, snow mobiles, garden equipment and all commercial and business vehicles. All such items shall be kept in the garage.

## *Reference Section 17.6*

### 14. TRASH

A. TRASH STORAGE & CONTAINERS. Trash and trash containers are unsightly and are to be stored in the garage or in an approved enclosure. Trash is to be put out at the curb no earlier than sunset of the evening before pick-up and the containers must be removed to proper storage no later than the evening of the day of trash pick-up.

It is the resident's responsibility either to insist that, if applicable, one's lawn service provider take waste with them, or store it out of sight just as any other trash.

B. VISIBILITY. Trash, building materials, garden waste, or other unsightly materials will not be in sight of any street or of any neighboring properties and must be properly disposed of weekly.

## *Reference Section 17.6*

### 15. WINDOW COVERINGS

All windows shall be covered with curtains, drapes, or other acceptable coverings within six (6) months of occupancy. Reflective shades and film type window coverings are specifically prohibited. In order to maintain visually pleasing exterior appearances, residents are expected to screen unfinished or unsightly interiors from public view. Decorative window coverings made specifically for basement windows must be approved by the Architectural Review Committee and the Board of Directors if they are visible from outside the residence.

## *Reference Section 17.21*

### 16. DOGHOUSES / RUNS

Doghouses, shelters and runs shall be completely screened from the view of adjacent public or private properties and streets, and shall be built from materials compatible with the residence. They must have the approval of the Architectural Review Committee and Board of Directors before being constructed or installed.

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## *Reference Section 17.27*

### 17. MEETINGS OF THE HOMEOWNERS ASSOCIATION AND BOARD

Members of the Homeowners Association are welcome at all meetings. Notice of monthly meetings will be posted and notice of annual and special meetings will be mailed to the last known address of Owners, posted at the mailbox bulletin board and posted on the Ridgepoint at Bear Creek HOA website. Email notification is also available for members who have submitted their email addresses to the HOA.

Members will be allowed to speak at an appropriate time during the meetings. Disruptive behavior will not be tolerated. Video/audio recordings are allowed at any meeting at the cost of the individual member desiring such recording.

### 18. INSPECTION & COPYING OF ASSOCIATION RECORDS

Members may inspect all Association records, books and documents. A five-day notice to inspect is required. Please call the management company for the specifics needed to inspect. Members may request copies of Association records, books and documents for a nominal fee.

### 19. SELLING YOUR PROPERTY

The Association shall cooperate to the best of its ability with any requests for documents from owners selling their property. The seller, at the seller's expense, has the responsibility to provide to the buyer on or before Title Deadline as specified in a Contract to Buy Real Estate or within 10 days of closing in the case of a sale by owner the following documents:

- a. By-laws
- b. Rules and Regulations
- c. Declaration of Covenants, Conditions, Restrictions and Easements
- d. Minutes of the most recent annual owners meeting and of any Board meetings held within six months preceding the title deadline
- e. Operating budget
- f. Annual income and expenditure statement
- g. Balance sheet

### 20. ENFORCEMENT OF ASSOCIATION DOCUMENTS

The Association Documents include the following:

Declaration of Covenants, Conditions, Restrictions and Easements

By-laws

Rules and Regulations

Articles of Incorporation

A. INITIATING THE PROCESS. Any resident, the Board or the management company may start the complaint process by filing a complaint stating the specific document and section that is

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alleged to be in violation and submitting such complaint to the Board. A sample complaint form is provided in Appendix A of this document or may be obtained from the Board of Directors.

## B. THE PROCESS

1. Upon receipt of the complaint, a Board member or Committee member will call or visit the person (Respondent) alleged to have violated the documents.
2. Upon receipt of a second complaint, the Board shall send a Notice of Complaint to the person (Respondent) alleged to have violated the documents.
3. The Respondent then has 10 days to file a written response with the Board.
4. If no written response is received, the Board may rule that the Respondent is not contesting the violation and enter appropriate sanctions.
5. If a written response is received, the Board will set the matter for a hearing that may be no sooner than 15 days after the mailing of Notice of Hearing to Respondent.
6. The Board shall conduct the hearing. The Respondent may present evidence as he/she so chooses, but it is not required. The Board shall render a decision taking into consideration all relevant facts and circumstances. The hearing shall be open to attendance by all Members of the Association.
7. The written form of the decision shall be mailed to the Respondent within 10 days of the hearing. The date of receipt shall be the effective date of the ruling.
8. The Board may enforce the documents by any means available, including the levy of fines, suspensions of Membership rights, or a lawsuit to force compliance. Parties to disputes may choose to submit their controversy to mediation before beginning a legal proceeding. If a lawsuit becomes necessary, the prevailing party shall be awarded costs and attorney fees.

## C. FINES, SUSPENSIONS AND COSTS

1. If the violation involves damage to Association property, the violator shall pay the costs of repair or replacement.
2. If the Board determines the violator habitually violates the Documents, the Board may suspend the violator's Membership privileges for a period commensurate with the offense, except that suspension of voting rights shall not exceed 60 days after the violation is corrected.
3. Fines may be levied for violations as follows:

Offense	Fine
First offense	Letter/Visit
Second offense or 30 days of continued non-compliance	\$ 50.00
Third offense or 60 days of continued non-compliance	\$100.00
Fourth offense or 90 days of continued non-compliance	\$200.00

4. Fines imposed pursuant to these enforcement policies shall become a Default Assessment imposed against the record Owner's real estate as provided in Section 11.7 of the Declaration of Covenants. Notice of the fine (Default Assessment) shall be mailed

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certified mail, return receipt requested to the homeowner. The violator will have 30 days to pay such fine prior to the lien being placed on the property.

D. NO PRECEDENT. Failure by the Association to enforce any of these Policies and Procedures shall in no event be deemed to be a waiver of the right to do so thereafter.

E. OTHER OFFENSES. Offenses referred to in the Governing Documents, but not specifically included herein, shall be subject to the above fine schedule as determined by the Board of Directors.

## *Reference Section 11.7 & Enforcement Policies and Procedures*

### 18. QUICK CHECKLIST: WHEN DO I NEED ARC APPROVAL?

A sample request form is provided in Appendix A; additional forms may be obtained from the Architectural Review Committee or the Board. The current form is also available on the Association's website.

#### A. ITEMS NEEDING APPROVAL:

New decks, patios, or other structural additions to house  
Doghouses or other similar structures  
Hot tubs  
Driveway or sidewalk additions or changes  
Major changes in landscaping, including gardens  
Painting house a color other than the existing color  
Making any changes in the color or type of roofing  
New fencing or staining existing fencing a different color  
Any other item requiring approval by the CC&Rs

#### B. ITEMS NOT NEEDING APPROVAL:

Repainting house the same/existing colors  
Replacing plants as described in the original landscape plan  
Staining fences the same color





## Ridgepoint Architectural Control Approval Request

Updated 4/13

*This form must be submitted with EVERY request. The areas marked \*\*\*MUST BE COMPLETED/ and SIGNED by homeowner before accepting form*

Please submit all plans, requested forms and accompanying documentation to: **Any member of the ARC or Ridgepoint Board**  
**ARC:** Amy Alonzo, Lori Graham, Karla Henkart, Mimi Lowrey, or Tami Winchell    **BOARD:** Wendy Raffaeli, Dr. Dave Davidson or Ron Servis

**DATE FORM SUBMITTED:** \_\_\_\_\_ **NAME OF PERSON ACCEPTING FORM:** \_\_\_\_\_

\*\*\***HOMEOWNER(S) REQUESTING APPROVAL:** \_\_\_\_\_

\*\*\***LOT:** \_\_\_\_\_ **ADDRESS:** \_\_\_\_\_

\*\*\***PHONE:** (H) \_\_\_\_\_ (O) \_\_\_\_\_ (C) \_\_\_\_\_

\*\*\*My request involves the following type of improvement: ☐ Approval to access my property if needed

Play Equipment \_\_\_\_\_

Deck/Railing \_\_\_\_\_

Drive/Sidewalk Addition \_\_\_\_\_

Fencing \_\_\_\_\_

Landscaping \_\_\_\_\_

Doors/Windows \_\_\_\_\_

Other \_\_\_\_\_

Painting/Color change \_\_\_\_\_

Patio Cover/Awning \_\_\_\_\_

Roofing \_\_\_\_\_

Room Addition \_\_\_\_\_

Planters \_\_\_\_\_

Patio \_\_\_\_\_

\*\*\*Briefly Describe Improvement (attach additional documentation as needed):

☐ Detailed plans, paint chips, fabric swatches etc. are attached.

*I understand that I must receive approval of the Architectural Review Committee (ARC) and approval of the Ridgepoint Board, in order to proceed. I agree to complete improvements promptly after receiving approval. I have read the Covenants, Conditions and Restrictions, the Rules and Regulations, and Design Review Guidelines and will comply with these documents. (ALL Documents are found at: [www.neighborhoodlink.com/jeffco/ridgepoint/](http://www.neighborhoodlink.com/jeffco/ridgepoint/))*

*I understand that Association approval does not constitute approval of the local building department and that I may be required to obtain a building permit. I understand that my improvements must be completed per specifications or approval is withdrawn. Please contact a Board Member when project is complete.*

\*\*\*Estimated Completion Date: \_\_\_\_\_ \*\*\*Homeowners' Signature: \_\_\_\_\_

**I. ARC Approval Initials (3 required):** \_\_\_\_\_

LAST NAME:      A. Alonzo      L. Graham      K. Henkart      M. Lowrey      T. Winchell

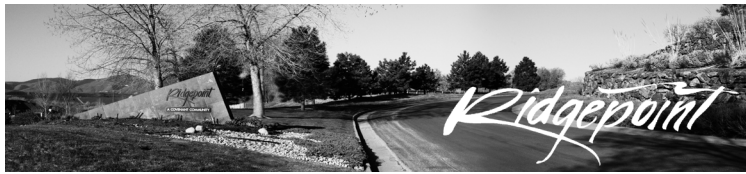
**II. HOA Board Member Signatures (2 required):** \_\_\_\_\_

**III. Approval Date:** \_\_\_\_\_ **IV. Homeowner contacted**    **Date:** \_\_\_\_\_ **Initial:** \_\_\_\_\_

**FINAL Completion and Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Board Member only)

Ridgepoint HOA Board Member Signature Required at completion of project for Final Approval



## ***Ridgepoint Architectural Control Request Procedures***

*The Architectural Control Request process requires 3 signatures of approval from members of the ARC (Architectural Review Committee) and 2 signatures from Board members BEFORE the project begins.*

*When the project is completed, the homeowner must contact a Board Member, to obtain the required final signature. Copies of the fully signed final approval will be given to the homeowner, and placed in the ARC permanent resident file.*

*All residents must obtain the ACC approval before starting any project on the outside of the home or landscape. Projects started without the proper approvals may result in project delay, cancellation or removal at the expense of the homeowner.*

### ***1. Complete the ENTIRE Architectural Control Request Form***

*-include, a DETAILED description of improvement as well as any site-plans that will be used to complete the project. (these can be returned to the homeowner by request)*

*-make sure you have read ALL required documentation, to avoid a delay in processing your request, by submitting requests that will not be approved*

### ***2. Submit the request directly to: Any member of the ARC or Ridgepoint Board (listed on back)***

### ***3. Be sure to allow at least 2 weeks for approval of the request from date of receipt (3 weeks in the summer)***

*- Your request will be processed sooner if possible, but allow this time before scheduling a contractor.*

*- During the time of review, you may be visited by members of the ARC Committee and the Board.*

*-Emergency requests will only be allowed in cases where there is a dangerous situation or property damage is occurring that needs to be remedied immediately i.e. a deck that is falling down, a re-landscape due to broken pipes etc..*

### ***4. You will be contacted by the Architectural Review Committee or the HOA Board when approval has been granted and the project may commence.***

*- If a request is denied, you will receive a written letter from the HOA Board, describing WHY the project was denied with suggestions for bringing the improvement into compliance, when possible.*

*- You may resubmit plans as many times as you wish to meet the required criteria.*

### ***5. Upon completion of the project, please contact the HOA Board so that a FINAL inspection can take place, and Final Approval granted.***

***Thank you in advance for following these procedures here at Ridgepoint!***

**\*\*\*\*\*FOR USE BY THE ACC COMMITTEE ONLY \*\*\*\*\***

**COMMENTS/CONCERNS**

# RIDGEPOINT AT BEAR CREEK

## COMPLAINT FORM

### Information of person filing complaint:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

### Information of suspected violator:

Name (if known): \_\_\_\_\_

Address: \_\_\_\_\_

### Information on suspected violation:

Date of violation (date first noticed if continuing violation): \_\_\_\_\_

Circle document violated: CC&Rs      By-Laws      Rules and Regulations

State Section or Rule being violated: \_\_\_\_\_

Describe in detail the violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Ridgepoint At Bear Creek Homeowners Association

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## ENFORCEMENT POLICIES AND PROCEDURES

1. **Power.** The Board shall have the power and duty to hear and make decisions regarding violations and written Complaints filed with the Board, pursuant to these Policies and Procedures. The Board may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Declarations of Covenants, Condition, Restrictions and Easements of Ridgepoint at Bear Creek ("Declaration"), the Association's By-laws and Rules and Regulations promulgated thereunder and to create a safe and harmonious living environment.

These enforcement provisions may be in addition to other specific provisions outlined in the Association's Rules and Regulations, Declaration, By-laws, or Articles of Incorporation ("Documents"). The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control.

2. **Complaint.** A hearing to determine if the Documents have been violated and enforcement measures and remedies shall be initiated by the filing of a written Complaint with the Association's Board of Directors. The Complaint shall state the specific provision(s) of the Documents alleged to have been violated and as many specifics as are available as to time, date, location, and persons involved. If the Board determines that the Complaint is insufficient to provide grounds for holding a Hearing, it shall notify the complainant, who shall have 10 days to amend the Complaint to render it sufficient. If the complainant does not render the Complaint sufficient within said period of time, the Complaint shall be dismissed without a hearing.

3. **Notice of Complaint.** Upon receipt of Complaint, the Association shall send a Notice of Complaint to the person(s) (the "Respondent") alleged to have violated the Documents, by prepaid, first class United States mail addressed to the mailing address of the Respondent last appearing on the books of the Association or to any other mailing address designated in writing by the Respondent. The Notice of Complaint shall: (1) address the details of the Complaint, or include a copy of the Complaint; (2) advise of the action to be taken and the reasons therefore; (3) advise the Respondent of his/her right to be heard, either orally or in writing, by the Board or by a tribunal appointed by the Board, not less than five (5) days before the effective date of the action to be taken; and (4) advise of the effective date of the action to be taken. The Notice of Complaint shall be sent not less than fifteen (15) days before any scheduled hearing or other action to be taken. Service shall be deemed delivered and effective three days after mailing.

4. **Response to Complaint.** A Request for Response in substantially the following form shall be served upon the Respondent at the time of service of the Notice of Complaint. Additional information may be included at the discretion of the Board of Directors.

### Request for Response

"You have the opportunity to be heard, orally or in writing, not less than five (5) days before any action to be taken by the Board of Directors or a tribunal appointed by the Board of Directors. To be heard, you

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must make a **written** request for a hearing or make a **written** response to the Complaint. The request or the response must be filed with the Association's Board of Directors not later than ten (10) days after your receipt of the enclosed Notice of Complaint. Your request or response must respond to the charges set forth in the Complaint. If you fail to file a request for hearing or a response within the ten (10) day time period, the Board may proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances. **The Board may rule that your failure to request a hearing or respond constitutes a No-Contest Plea to the Complaint, and enforce the provisions of the Documents.**"

Any written response must be delivered to the Ridgepoint at Bear Creek Homeowners Association, Inc. c/o Wendy Raffaeli, 2458 S Newcombe Street, Lakewood, CO 80227.

5. **Hearing.** If the Respondent files a written request for hearing or a response to the Complaint, the Board shall set the matter for hearing, which may be the next regularly-scheduled meeting of the Board, but in no event sooner than fifteen (15) days after mailing a Notice of Hearing. Each Hearing shall be held at the scheduled time, place and date. The Board may grant continuance(s) for good cause. The Board may (a) exercise its discretion as to the specific manner in which a Hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to reach a just decision. Neither the Complainant nor the Respondent must be in attendance at the Hearing, but both are encouraged to attend. Any party may elect not to present evidence at the Hearing. Action taken by the Board shall be fair and reasonable taking into consideration all of the relevant facts and circumstances. Each Hearing shall be open to attendance by all Members of the Association.
6. **Notice of Hearing.** If the Respondent files a written request for hearing or a response to the Complaint, a Notice of Hearing in substantially the following form shall be mailed to the Respondent at least fifteen (15) days prior to the hearing date. Additional information may be included in the Notice of Hearing at the discretion of the Board.

### NOTICE OF HEARING

You are hereby notified that a hearing will be held before the Board at \_\_\_\_\_ (location) on \_\_\_\_\_ (date) at \_\_\_\_\_ am/pm upon the charges made in the Complaint or letter previously sent to you on \_\_\_\_\_ (date letter mailed).

### CERTIFICATE OF MAILING

This is to certify that on \_\_\_\_\_ (date mailed), I mailed a true and correct copy of the foregoing Notice of Complaint postage prepaid and addressed to: \_\_\_\_\_ (homeowner's name and address).

\_\_\_\_\_  
Signature of President of the Board

7. **Decision.** If a request for hearing is not made, the Board shall render its decision based on the information contained in the Complaint and any written response, considering all of the relevant facts and circumstances. If a request for hearing is made, after all testimony and other evidence has been

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presented to the Board at a hearing, the Board shall render its decision(s) taking into consideration all of the relevant facts and circumstances. The Board's decision shall have an effective date no sooner than five (5) days after the hearing. In the event a Default Assessment (including a fine) as provided in Section 11.7 of the Declaration is assessed, notice of the amount and due date of such Default Assessment shall be sent the Respondent at least thirty (30) days prior to the due date.

8. **Enforcement, Attorney's Fees and Fines.** The Association may enforce the Documents by any means available to the Association, including the levy of fines, suspension of rights or a lawsuit to force compliance and may seek injunctive relief or damages, may use any self-help remedies authorized by the Documents, and may seek from any violator reimbursement of all attorney's fees and costs incurred by the Association. If the violation involves damage to Association property, the violator shall pay the costs of repair or replacement. In the event the Board determines the violator habitually violates the Association's Documents, the Board may revoke the violator's privileges for a period commensurate with the offenses, except that any suspension of voting rights of a Member shall not exceed 60 days following any violation by such Member unless such breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues and for up to 60 days thereafter.

Fines may be levied for violations of the Documents as follows:

A. The Board shall apply the following penalty schedule relating to specific violations of the Documents:

<u>Offense</u>	<u>Fine</u>
First Offense	Letter/Visit
Second Offense or after 30 days of non-compliance	\$ 50.00
Third Offense or after 60 days of non-compliance	\$100.00
Fourth Offense or after 90 days of non-compliance	\$200.00

A member or guest who accumulates more than 4 violations within a 12 month period will be deemed to be a habitual offender and subject to suspension of membership privileges as determined by the Board of Directors. Continuing violations, or violations which have an indefinite commencement or termination date, shall be subject to the maximum fine specified above, at the discretion of the Board.

B. The record Owner of real estate subject to the Association's Declaration of Covenants, Conditions and Restrictions shall have the primary obligation to pay fines imposed for action of their tenants, family members, and guests.

C. Fines imposed pursuant to these enforcement policies and procedures shall become a Default Assessment imposed against the record Owner's real estate as provided by Section 11.7 of the Declaration.

9. **Modification.** The Board reserves the right, from time to time, to amend or repeal these Policies and Procedures, subject to any limitations placed on the Board in the Documents of by law.

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10. **Violations or Offenses that Constitute a Present Danger.** If, in its sole discretion, the Board deems that any violation is or may be an immediate or substantial threat to the health, safety, or welfare of the community or an individual, or that a habitual offender has not previously responded to violation Notices, the Board may seek any remedy available at law or in equity in a Court of competent jurisdiction, without prior compliance with Sections 1 through 7 above.

11. **Miscellaneous.**

A. Failure by the Association to enforce any provision of these Policies and Procedures shall in no event be deemed to be a waiver of the right to do so thereafter.

B. The provisions of these Policies and Procedures shall be independent and severable. The invalidity of any one or more of the provision hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

C. The use of singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders. The captions are inserted only as a matter of convenience and are in no way to be construed to define, limit or otherwise describe the scope of these Policies and Procedures.

D. As used herein, the term "Board" shall include any tribunal appointed by the Board consistent with the CC&Rs and the Association By-Laws.



## Ridgepoint At Bear Creek Homeowners Association

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The undersigned, constituting the Board, have adopted these Enforcement Policies and Procedures for the Ridgepoint at Bear Creek Homeowners Association, Inc. effective this 21<sup>st</sup> day of January, 2013.

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Wendy Raffaeli  
President of the Ridgepoint HOA Board

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Date

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Roscoe Davidson  
Vice President of the Ridgepoint HOA Board

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Date

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Ronald W. Servis  
Secretary/Treasurer of the Ridgepoint HOA Board

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Date