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**INTRODUCTION**

ach condominium Owner shares in the expenses and responsibilities, as well as the rights and benefits of ownership in Cedar Cove II, which is known as a common-interest community for this reason. It is in our best interest to maintain the highest quality of life for all residents, to maintain the value of our property, and to make Cedar Cove II a community in which we can live in harmony. Home ownership represents a considerable investment. It is essential to protect this investment with proper maintenance, enforcement of the covenants, rules and regulations, and good management. This is not an apartment complex. As part of a community, all Owners have financial, insurance and maintenance responsibilities to themselves and to their neighbors. Remember that everything you do affects others in the community.

This manual is your community guide. It is an official Association document. Read it thoroughly and keep it readily available for reference. Please refer to it before calling the Managing Agent with questions, as you will probably find the answers in it. It contains the rules, regulations, policies and procedures governing Cedar Cove II. These are very-clearly stated, so that the residents will know exactly what is expected of them. Revisions will be made as necessary, with updates issued periodically.

The Board has the authority to adopt resolutions, as well as adopt and amend rules, regulations, policies and procedures. This must be done by a majority vote of the Directors at a duly-authorized, open meeting. The procedures, policies, resolutions, rules and regulations contained in this manual have all been drafted in compliance with the governing documents and State law, and under the authority granted by them. The Board and the Managing Agent shall comply with promulgated policies and procedures without preference, prejudice or discrimination. Any variance or modification must be specifically voted upon by the Board. Some policies and procedures are required by State law. Additionally, certain information and disclosures are required to be provided to Homeowners. This manual provides some of these, some are sent along with the notice of the annual meeting or in periodic mailings, and the rest are available to you on the Association’s website.

Newsletters and other, periodic mailings, including statements, are official forms of communication, and often contain important and timely information. The Association makes reasonable efforts to educate its members through such methods as this manual, newsletters and presentations at meetings. Please contact a Director or the Managing Agent if you need further education or clarification on any matter pertaining to the community. E-mail is the preferred method of communication.

The Association’s website (www.CedarCoveII.com) contains valuable information and documents, including the governing documents, newsletters, meeting minutes, forms, budgets, audits, *etc*.

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**ORGANIZATION AND GOVERNANCE**

**1. Association, Homeowners and Units**

The Association is Cedar Cove II Owners’ Association, Inc. (the Homeowners’ Association or “HOA”), a common-interest and covenant-controlled condominium community, which is also a nonprofit corporation, incorporated under the laws of Colorado, comprised of 68 Homeowner Members. The Managing Agent works for the Association but is not a member of it.

A Homeowner (also referred to as "Unit Owner" or, simply, "Owner.") is any person, firm, partnership, company, corporation or other legal entity or combination thereof, who is the recorded holder of the fee-simple title to a condominium Unit, along with an accompanying undivided interest as tenant-in-common in all Common Elements or Areas. Individual Owners do not own any land. Homeowners are automatically and irrevocably Members of the Association. The 68 Homeowners together comprise the entity that is the Association.

A Unit is defined one of the 68 condominiums/fee-simple residences in Cedar Cove II comprised of the individual living space contained within the perimeter walls, the ground-level floor and the top-floor ceiling, together with all fixtures and improvements contained therein, all of which constitute an individual dwelling. Each Unit and its corresponding undivided interest in the Common Area are inseparable and may be conveyed, leased or encumbered only as a single entity. A "Unit" also includes the exclusive use of the corresponding garage or carport, as *per* the Unit's legal description. While there are 2 styles of Units in Cedar Cove II (condominium-style and townhome-style), all Units are legally considered to be condominiums as defined by Colorado real-estate laws.

**2. Ownership**

In Cedar Cove II, as in all condominiums, there are 2 types of ownership:

1. **Commonly-owned property** is that property co-owned by all Members of the Association as tenants-in-common. The Association itself owns no property, but rather, each Unit Owner shares equally and has an undivided interest in the ownership and maintenance of all commonly-owned property. The ownership percentage in all commonly-owned property is 1/68 or 1.47%. This property consists of all the buildings, land and other Common Elements. It is the duty of the Association to preserve, protect and enhance commonly-owned property. Use of Common Areas is directed and controlled by the Board.

There are 2 types of Common Areas or Elements:

1. ***General Common Area or Elements.*** All property, land, and buildings owned by the Members of the Association for the use and enjoyment of all the residents and their guests, including roadways, walkways, building exteriors and landscaped areas. The General Common Area may not be divided, and no person may attempt to partition or divide it. The land beneath a Unit is commonly owned.
2. ***Limited Common Area or Elements.*** The exterior area appurtenant to a Unit and owned by the Members of the Association, but designated for use by one-or-more but fewer-than-all Homeowners. Use of a Limited Common Element is considered to be under the control of the Owner of the Unit to which it is appurtenant, subject to the rules of the Association. In general, this is comprised of attics, crawl spaces, carports, porches/balconies and front courtyards. The Owner of each Unit is responsible for maintenance of that Unit’s Limited Common Elements, except for repair or replacement of floors, building surfaces and structural components.

**B. Privately-owned property** is comprised of that property owned by each individual Owner, resident or guest. In general, this consists of the interior of the Units and all items contained therein, along with all-other personal property on the premises, including automobiles and articles in the courtyard or on the porch/balcony. The Association has no responsibility for securing, maintaining, insuring or replacing privately-owned property, except as required by covenant.

**3. Laws**

The 3 bodies of law that primarily govern homeowners’ associations in Colorado are the **Colorado Business Corporation Act** (CRS §7-101 to 117 *et seq*.), the **Colorado Revised Nonprofit Corporation Act** (CRS §7-121-101 *et seq*.) and the **Colorado Common-Interest Ownership Act** (CRS §38-33.3-101 *et seq*.) as amended, commonly referred to as “CCIOA.” This law took effect July 1, 1992, and the majority of it applies only to associations created after that date, including Cedar Cove II. These laws have been incorporated into the procedures, policies, resolutions, rules and regulations contained in this manual. The Association also complies with the Americans with Disabilities Act and the Fair-Housing Act Amendments as they apply to common-interest communities.

**4. Governing Documents**

The governing documents of any common-interest community are, in order of priority, the *Articles of Incorporation,* the Condominium Map (or Plat), the *Declaration*, and the *Bylaws*. The documents for Cedar Cove II, except for the *Bylaws*, have been recorded with the appropriate governmental agency. Each association has its own governing documents that are unique to it and which are not shared with any-other association. For this reason, Cedar Cove II cannot be compared in operation or any material aspect with another HOA, even Cedar Cove I.

The *Articles of Incorporation*, document #19961006229 filed with the Colorado Secretary of State, established the existence of the Association as a Colorado nonprofit corporation on January 16, 1996. In order to maintain this status, a Certificate of Good Standing must be renewed annually. In addition, the Association is required to re-register annually with the State Office of HOA Information and Resources.

The official Maps were recorded January 11, 1996 with the Clerk and Recorder of Arapahoe County in Book 125, pages 77 (Filing #2) and 83 (Filing #3), and a Supplemental Map was recorded on July 10, 1996 at reception number A6087986 (Filing #1). The Map shows the property boundaries, as well as the boundaries and dimensions of each Unit. The property that is now Cedar Cove II was originally platted as part of Cedar Cove Condominiums, now known as Cedar Cove I.

The *Condominium Declaration for Cedar Cove II Condominiums* was originally recorded with the Arapahoe County Clerk and Recorder on January 30, 1996 at Reception #A6011418. There were 6 amendments to the original *Declaration:*  filed on March 26, 1996 at A6036294, on July 10, 1996 at A6087987, on June 4, 1998 at A8083902, on December 23, 1998 at A8211069, on April 23, 1999 at A9067196, and on July 16, 1999 at A9115874. Together, the original and all amendments constitute the *Declaration*, a deed restriction and contract between the Association and the Owners that runs with the land. The *Declaration* governs the community and is legally binding upon all Homeowners. The *Declaration* can be changed only by an affirmative vote of 67% or more of the Homeowners. The Association may be declared “obsolete” by the affirmative vote of 85% of the Owners.

The *Bylaws* deal with the authority and duties of the Board, organization and operation of the Association, procedures, meetings, voting rights, *etc*. The *Bylaws* may be amended by the Board following notice and opportunity for Owners to comment, except as they pertain to ownership and voting rights, which must be approved by a majority of owners voting for this purpose.

**5. Executive Board**

The governing body of the Association is the Executive Board (the "Board,” or the “Board of Directors”), which is comprised of 4 Homeowners ("Directors"), who are elected for 3-year terms at the annual Homeowners' meeting and who serve as volunteers without compensation. Interim vacancies, such as resignations, deaths and removals, are filled by appointment by the remaining Directors. An appointee completes the remainder of the term of the Director he or she replaces. The officers are the President, the Vice-President, the Secretary and the Treasurer. These positions are selected by the Directors at the first meeting of the Board following an election.

No Owner may appoint him- or herself to the Board or hold-over after his or her term has expired, unless reelected or reappointed. Only those Directors who have been duly elected or appointed may make decisions that bind the Association or that affect the Homeowners.

A Director must disclose any conflict of interest with respect to any action or contract that might benefit him/her or a family member, and must abstain from voting on all such matters. A Director must also disclose if he or she is sitting simultaneously on the board of a metropolitan district.

The Directors have a fiduciary responsibility to act in the best interests of the entire Association. It is incumbent upon the Board to do everything possible to collect assessments, to safeguard the physical and fiscal assets of the Association, to enforce covenants, and to take whatever actions it deems appropriate to maintain property values in Cedar Cove II. Directors must strive to make informed and prudent decisions. They should use proper fact-finding and careful deliberation, taking into consideration purposes, terms, expenses, budgets, necessity, and other circumstances, seeking input from professionals, if necessary, before arriving at any material decision. The Directors are volunteers, and not professionals in HOA administration, construction, finances, juris prudence or real estate, They cannot be held liable for any decision considered by someone to be poor, so long as they performed their duty (1) in [good faith](http://en.wikipedia.org/wiki/Good_faith); (2) with the care that an ordinary non-expert in a like situation would have exercised under similar circumstances; and (3) in a prudent manner that was reasonably believed (at the time) to have been in the best interests of the entire Association.

**6. Meetings**

Board meetings are held monthly, or as otherwise determined by the Board. All meetings are open to attendance by Homeowners and/or their representatives, except for meetings in which matters of a confidential or privileged nature are discussed, as specifically provided by law. Meeting attendees are entitled to see the meeting agenda. Any Homeowner who wishes to address the Board may do so at a Board meeting, and may comment on any issue that is up for consideration prior to the Directors' voting on that issue. The President of the Board presides over all meetings, which are conducted in accordance with parliamentary procedure. Special meetings of the Board may be called by either the President or 3 Directors, with 3-days’ notice to all Directors. Association business can be conducted and official action taken only at duly-constituted meetings, or as authorized by law outside of a formal meeting. Action taken outside of a meeting must be ratified at the next regularly-scheduled meeting. Minutes are kept as official records of all meetings and of action taken.

The annual Homeowners' meeting is held in November each year. Notice of the meeting is sent to each Homeowner 10-to-50 days prior to the meeting. All Homeowners may attend this meeting, but only those who are in good standing with the Association may vote, either in person or by proxy. Seven Units (represented either in person or by proxy) constitute a quorum (10%), which is required in order to hold the annual meeting. At the meeting, the members transact business as specified in the *Bylaws*, including discussion of finances and the election of one-or-more Directors, in addition to any other business that is properly brought up. The ballots of any election taken by secret, written vote shall be counted by a neutral, third party who does not have a personal stake in the outcome of the election. The budget-ratification meeting may be held in conjunction with the annual meeting. In order for a budget to be rejected, 35 Owners must be present at the budget-ratification meeting, and must vote to reject the budget.

Special meetings of Owners may also be convened by the Executive Board or upon request of 7-or-more Owners (10%).

**7. Management and Administration**

Cedar Cove II is managed by a management company or manager (the “Managing Agent”) who works for the Association, but not for any individual Homeowner, and who takes direction from and reports to the Board. The Managing Agent oversees the day-to-day operations of the Association. Under Colorado law, the Managing Agent must be licensed by the Colorado Department of Regulatory Agencies.

Bookkeeping functions are performed by the Managing Agent in accordance with industry-standard accounting procedures. An audit or financial review may be performed upon the request of ⅓ of the Owners (23), or by the Board. The Association's fiscal year is the calendar year.

All Association documents and records, including the governing documents, budget, financial statements, audits, Reserve Study (if any), Minutes, Rules and Regulations, and Resolutions are available for inspection by Homeowners or their agents upon request and by appointment with the Managing Agent. By law, records containing personal, identification and account information are privileged, and therefore not available to Owners. Copies of records may be made at a nominal charge to the Homeowner.

**8. Safety and Protection**

The Association is not a provider of security or guarantor of the safety of persons or private property, and has no duty to provide any security within the complex. This obligation lies solely with each resident individually, and is exercised through the Aurora Police Department and Arapahoe County Sheriff. Whereas the Association performs maintenance, repair, renovation, restoration, and replacement of Association Common Areas as required by State statute and the *Declaration*, providing “maintenance” does not include providing personal security or protecting personal property. Residents may exercise self-help by establishing a “Neighborhood Watch” Program.

While Cedar Cove II is private property, entrance is not restricted. Therefore, the Association has no reasonable means to monitor or control persons who may come onto the property. Furthermore, the Association cannot limit or control the actions of any such third parties, and cannot assume any liability for their actions. The Association’s governing documents and the Rules and Regulations are enforceable only upon Members of the Association and their guests, tenants, invitees, licensees and family members, and not upon persons who enter the property without the permission of a Member.

In the event of a crime, or if you witness suspicious activity, please call the police (emergency, 911, dispatch, 303-627-3100), or Police Area Representative, 303-739-6951) prior to notifying the Managing Agent.

**Fire alarms and sprinklers.** *Per* Aurora City ordinance, every home in a multi-family building must have at-least-one operable smoke detector. Homeowners are responsible for ensuring that all smoke detectors are operable at all times, that the batteries are tested every-6 months and replaced once a year. Smoke detectors should never be disabled for any reason, and should be replaced every-10 years. There is also a fire-monitoring and fire-sprinkler system in the 2 condominium-style buildings. These systems are maintained by the Association, and you should never tamper with their components.

**Fire extinguishers.** It is recommended that each resident have a fire extinguisher accessible from the kitchen. Fire extinguishers are also located on the stair landings of the condominium-style buildings.

**Carbon-monoxide detectors.** *Per* State law, every residential dwelling with a fireplace or fuel-powered appliance must have an operational carbon-monoxide (CO) detector within 15 feet of the entrance to each bedroom prior to the sale or lease of the dwelling. CO detectors should be replaced every-5 years.

**9. Selling Your Uni**t

You or your real-estate broker must notify the Managing Agent if you have your Unit for sale. You may place a sign advertising the Unit for sale in a window (condominium-style Unit) or on the front gate (townhome-style Unit). By law, you must provide any person who contracts to buy your house with certain documents. The buyer(s) must also sign an information and disclosure statement, the wording of which is set by State law. (For specifics on these documents, and for the time frame in which they must be provided, please contact your real-estate broker or the Colorado Division of Real-Estate.) Please direct your real-estate broker to the Managing Agent for important information he or she will need. Upon receipt of a request from the selling Owner or his/her agent, the Association, through its Managing Agent, will provide other documents as needed. A transfer fee will be collected from the seller at closing. The seller is responsible for giving the buyer all the keys pertinent to the Unit, including keys to the doors and mailbox.

**FHA financing.** As of 2011, condominium associations no longer have blanket certification for government-insured loans. Instead, each association must apply for and be approved for certification, and this must be renewed every-two years. The requirements imposed by FHA are very stringent, and the process can be costly. For these reasons, from time to time, the Association may or may not be certified for FHA loans. Please contact the Managing Agent for information on the Association’s current status in this regard.

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**MAINTENANCE**

Maintenance of commonly-owned property is performed by contract labor hired by the Board and paid for out of the maintenance assessments. Do not perform maintenance in the General Common Area without first obtaining permission from the Board.

The **Association** is responsible for maintenance and replacement of the following commonly-owned items:

* perimeter walls, including drywall, except when damage was caused by someone inside the Unit (Does not include wall coverings.)
* top-floor ceiling and bottom-floor subfloor (townhome-style Units), and ceiling and subfloor (condominium-style Units), except when damage was caused by someone inside the Unit
* fences and gates
* walkways, stairs, landings and original concrete porches
* common-area lighting and lighting above the garage doors and in the carports
* landscaping and irrigation system in the General Common Area (not in the front courtyards of townhome-style Units)
* roadways, parking areas and driveways
* all building exteriors, foundations and structural supports (including carports and excluding doors and windows), except as noted below
* roofs (including trusses, decking, shingles, flashing, storm collars, gutters and downspouts)
* common utility lines (water and sewer), unless owned by the utility provider, and vent pipes (4-inch) which serve more-than-one Unit
* fire-sprinkler and alarm systems (condominium-style buildings)
* exterior drainage systems
* mailbox pedestals and cluster boxes (not individual mailbox doors and locks)

Requests for repairs of these items should be directed to the Managing Agent or the Executive Board. Non-emergency repairs will be prioritized and made as funds are available. Do not wait until a meeting to request maintenance or to report a problem. Please e-mail (preferably) or call the Managing Agent to report non-emergency items in need of repair. In the event of an Association maintenance emergency (as opposed to a personal emergency), call the emergency number, but only in the event of a true emergency, which is defined as fire, flood, or other item for which the Association is responsible that cannot wait until the next business day to be resolved. Since the Association does not provide electricity or natural gas, loss of power is not an Association emergency. Therefore, do not call the Managing Agent. Instead, call Xcel Energy, 800-895-1999. Do not call the emergency number except in the event of a true emergency, such as a fire or flood. You may not perform repairs or improvements in the Common Area and deduct the cost from your payment, unless this has been specifically approved by the Board beforehand. If you feel you should be reimbursed for any emergency repairs in the Common Area, you should make such request to the Board through the Managing Agent.

Since these are individually-owned residences and not apartments, each Owner retains certain responsibilities for maintenance, as outlined below.

Each **Homeowner** is responsible for maintenance and replacement of the following Limited Common Elements or items in the Limited Common Area:

* the fenced-in courtyard areas of townhome-style Units and the front porches and balconies of condominium-style Units (includes landscaping, trees, decks, and patios but excludes exterior building surfaces, fences, railings, walkways and original concrete porches)
* crawl spaces and attics (includes insulation, but excludes foundation and structural supports) It is not advisable to store belongings in attics and crawl spaces, and the Association is not responsible for damage to items stored there.
* interior walls (including studs, insulation and drywall)
* chimney pipes, exhaust ducts/flues, and vent caps. (Dryer vents should be cleaned periodically to prevent fires and so that your dryer will operate properly.)
* 2-inch plumbing vent pipes that serve the individual Unit
* outside faucets
* individual mailbox doors and locks
* outside lights (fixtures, wiring and bulbs) and electrical outlets on front porches, patios or balconies
* public-utility lines (gas and electricity) from the meter to the Unit’s breaker box or gas valve
* skylights (but not flashing or weather-sealing around the perimeter, which are considered part of the roof)
* address numbers on the front and back of the Unit
* windows (including frames, tracks, screens and glass)
* security/storm/screen doors)
* entry doors\* (including frames, jambs, sills, hardware and weather stripping
* garage doors\* (including opener and all hardware)

(\*Maintenance of doors includes painting following repair or replacement, and the color must be the same as all other doors in the building.)

Each **Homeowner** is responsible for the repair and maintenance of the following items that constitute a part of the individually-owned Unit or privately-owned property:

* surface coatings & coverings on all walls and ceilings (including texture, paint, wallpaper, tile or paneling)
* interior doors and hardware
* floor coverings, such as carpet, vinyl or linoleum, wood, stone, slate, laminate, and any type of tile, including underlayment, mastic, thin-set and grout
* window coverings
* interior trim and moldings
* appliances
* fireplace (if equipped)
* bathroom and kitchen fixtures (including cabinets, counter tops and plumbing fixtures, such as toilets, sinks, bathtubs and showers)
* water lines (from and including the shut-off valve) to the plumbing fixtures in the Unit, and drains up to the point where they tie into the common (main) sewer line in the wall or below the building
* electrical service and wiring within the Unit (from and including the breaker box) to the electrical fixtures in the Unit (including light fixtures, switches and outlets), and breaker and wiring from the meter to the Unit
* natural-gas lines from and including the on-off valve to the various gas-fired appliances in the Unit
* heating, ventilating and cooling systems inside the Unit (including thermostats, filters, ducts, fans and motors) and all individual air-conditioning components and lines, both inside and outside the Unit
* water heaters and all related components
* finished basement (Building 7 only)

Each Homeowner is solely responsible for maintaining and repairing items that constitute a part of the individually-owned Unit, Limited Common Area or privately-owned property. If anything inside the Unit needs maintenance or is damaged and needs repair, do not call the Managing Agent, unless the damage resulted from a casualty from outside the Unit that may be covered by the Association’s insurance. If the damage was caused by a leak from outside the Unit (such as through the roof or a wall), the Association will locate and repair the cause of the leak, but it is still the Homeowner’s responsibility to repair any damage on the inside of the Unit, except for the drywall on the perimeter walls or ceiling of the Unit. If the damage was caused by the resident of another Unit, or if it resulted from failure of a component for which that Owner has sole control and maintenance responsibility (such as a pipe or appliance inside the Unit), that Unit’s Owner is responsible for the repairs to both Units, and this may be covered under the liability portion of the responsible Owner’s policy.

If there is damage to a Unit due to a cause that would normally be covered by the Association’s insurance, but the cost to repair the damage is less than the deductible on the Association’s policy, repairs and replacement will be handled in accordance with the maintenance responsibilities outlined above. In other words, the Association will repair or replace those components for which it has maintenance responsibility, and the Homeowner will repair or replace those components for which he or she has maintenance responsibility. The Homeowner’s condo-insurance policy may cover some or all of those costs, minus a deductible, depending upon how the policy is written. (Please work with your insurance broker on this to be certain you get the proper coverages.) If the cost to restore the Unit exceeds the amount of the deductible on the Association’s policy, but the Board elects not to file a claim, the Association will repair or replace those components for which it has insurance responsibility. (Responsibility for insuring and responsibility for maintaining are different. Please see “INSURANCE” section for more specifics.)

Each Homeowner assumes all liability for personal injury incurred in performing maintenance of those items for which he or she is responsible, and in performing any volunteer work in the Common Area.

Homeowners are responsible for the cost of repairing damage committed by their family members, tenants, licensees, invitees or guests, or for any repairs to common or private property necessitated because of the actions of these person(s). The cost of any necessary repairs by the Association is added to that Unit-Owner's account. Each Homeowner is also financially liable to other Owners and the Association for any consequential damage caused by the failure to perform necessary maintenance on any item for which that Owner has maintenance responsibility, as outlined above. If damage is done to privately-owned property by a contractor working in the Common Area, that contractor is solely liable for the cost of repair or replacement. For this reason, contractors should be licensed, bonded and insured.

A right of way and easement exists for the Association, or any employee, representative or contractee thereof to enter the interior of a Unit or the Limited Common Area for the purpose of maintenance, or to carry out any duly-authorized, Board-mandated action. Before entering a Unit, the Association shall, except in cases of unforeseen emergency, provide the resident(s) of the Unit with 10-days’ notice before exercising this right.

**Mailboxes.** Each Owner is responsible for his or her own individual mailbox door, lock and key. Neither the Association nor the Managing Agent has keys to the mailboxes. If you need a key, you will have to replace the lock. You may do this yourself, or you can call the post office at 303-366-1353 and have it done for a nominal fee. When buying or selling a Unit, the mailbox key should be given to the buyer, and Tenants should get their keys from the landlord. Breaking into a mailbox, taking anything from a mailbox, or putting anything in an indibidual mailbox are violations of federal law, and should be reported to the post office.

**Windows and doors.** Replacement windows, skylights and doors must be the same in appearance and color as the original ones. When having windows replaced, you should make sure that the nailing fin is between the exterior wall and the siding, otherwise, the window frame will eventually leak. Flashing tape should be installed over the tops and sides of the nailing fin. The Association will repair leaks in exterior walls, but not around windows or doors.

Replacement garage doors and front doors must have the same surface pattern as the original ones, and must be painted to match the other doors in the building. The Association can have doors painted for you at a nominal charge, or can supply you with the paint formula. All screen/storm/security doors must be either white or black.

**Plumbing.** Each Owner is responsible for maintenance of water lines and plumbing fixtures in the Unit. This includes the prompt repair of any leaks and the abatement of any water damage and mold that may result. The water to each faucet in a Unit (but not the bathtub) can be shut off in the cabinet or vanity below that faucet. The water to the entire Unit can also be shut off. This valve is in the utility closet on the incoming water line before the water heater. (This is usually above and in front of the water heater.) The water to the entire building can also be shut off. If this is the case, turning the water off, as well as the work inside the Unit must be performed by a licensed plumber, in order to minimize the length of time that the water will be off, and to ensure that it is done correctly. The Managing Agent will tell your plumber where the main shut-off for the building is located. In most cases, we will ask you to give 48-hours’ notice to the residents in your building, except in cases of emergency, such as ruptured pipes.

In order to keep property damage and insurance claims to a minimum, please make note of the following requirements:

Broken supply lines constitute the largest cause of water damage to condominiums and subsequent insurance claims. For this reason, each Owner must install metal-clad, burst-proof water-supply lines to all plumbing fixtures and appliances in the Unit. The fixtures and appliances include

* toilets
* sink faucets
* dish washers
* ice makers
* clothes washers
* steam dryers

If one of these supply lines breaks, the resulting damage can be catastrophic. If you had not installed metal-clad, burst-proof supply lines, you will be considered to be negligent and held liable. Know where the shut-offs are so that you can quickly turn off the water in the event it is needed.

It is a requirement that each water heater be installed in a drain pan which drains into the sewage system. This pan should be inspected periodically for water. Water in this pan indicates that the water heater may be about to fail and should be replaced. Failure to replace the water heater when needed will be considered to be negligence.

Garden hoses should be disconnected from the outside faucet when it is not being used. This is a requirement during winter, as leaving the hose connected can cause the water line to the faucet to freeze and rupture inside the wall, resulting in damage to the Unit and to the Common Area, as well as wasted water. If this happens, you will be considered to be negligent.

If any sink in your Unit is against an outside wall, there is a chance the incoming water line may freeze if the outside temperature drops to 0° or below. When the pipe thaws, it will rupture, causing severe damage to your Unit. In order to avoid this, make sure that the wall behind your sink is well insulated and that all penetrations in the wall are sealed, both inside and out. During severe cold snaps, open the cabinet doors to allow warm air to circulate under the sink, and leave the cold water dripping. If you do not take proper precautions and the water line ruptures, you will be considered to be negligent.

Each Owner is also responsible for toilets and drains in the Unit up to the point where they tie into the common (main) sewer line, which is in the crawl space, beneath the basement floor or in a common (“party”) wall. Each Owner is responsible for keeping the operating parts (such as the fill valve and the flapper) inside the toilet tank in good repair. Failure to do so will be considered to be negligence. If there is a sewer back-up and the cause of the problem can be traced to an individual Unit, the Owner of that Unit is responsible for charges incurred in correcting the problem. If the cause of a sewer back-up in a main line cannot be determined, the cost to clear the main line is common expense of the Association. A sewer back-up can cause great inconvenience to the occupant(s) of the home in which the sewage backs up, and can result in expense to the Association and increased insurance premiums. (The Association’s insurance does not cover damage to the inside of a Unit following a sewer back-up.) For these reasons, residents should take reasonable measures to minimize the likelihood of a sewer back-up, which include the following:

* Do not put any grease or oil down the drain. Put these in a can and when cool, throw them in the trash.
* Use only cold water when operating the disposer, and run the water for at-least-15 seconds following use of the disposer.
* Do not attempt to grind fibrous or stringy vegetables in the food disposer. These include celery, onion skins, potato peels and asparagus. No coffee grounds, either!
* Do not put scraps from fatty foods down the drain. Garbage disposals cannot break down fats.
* Feed food slowly into the disposer.
* Do not put feminine-hygiene products in the toilet.
* Do not flush cat litter, even if its manufacturer claims it is "flushable."
* Do not flush moist wipes, even if it says they are flushable. Although these types of wipe are s supposed to break down, they have caused problems in the city’s sewer system.
* Do not put trash, including paper towels, facial tissues, or dental floss, in the toilet.
* Do not flush disposable diapers.
* Use liquid soap, rather than bar soap, for bathing.
* Use a hair trap over bathtub and shower drains.

Do not use common commercial drain cleaners to clear a clog, such as Liquid Plumr® or Drano®, as these will cause the plastic drain lines to deteriorate and break. If you use any drain cleaner, it should be an enzymatic type, which consists of bacterial enzymes that actually eat through the clog, but do not harm the pipes. A very-effective, natural and non-caustic drain cleaner consists of baking soda followed by white vinegar. Also, do not use any tools not specifically designed for clearing pipes, as these objects can also damage or break the pipes.

Each Owner must follow safety precautions as outlined above. If he fails to do so, or if he fails to perform normal, necessary maintenance, and if, by his failure to do these things, a casualty ensues, he will be considered to be negligent. This means he will be solely liable for the repair of all resulting damage to his property and to the property of others.

**►WATER DAMAGE**

*If there is a plumbing leak or sewer back-up in your Unit, the Owner should call the Managing Agent, who will attempt to determine cause and responsibility. If this is not able to be done on the phone, a plumber will be sent out to determine the cause of the problem and to make the necessary plumbing repairs. While waiting for the plumber, the Owner must take all steps to mitigate and prevent further property damage (such as turning off the water in the appropriate Unit). In certain cases, mitigation and clean-up are the responsibility of the Owner, but may be covered by insurance. The Owner could be liable for the cost of repairs if it is determined that the problem arose from something for which he or she is responsible, as outlined in the “Plumbing” paragraph above. If water is coming through the wall or ceiling from an adjacent Unit, the Owner should contact the resident of that Unit immediately, attempt to determine the source of the water before calling the Managing Agent, and turn off the water at the valve. If rainwater is entering a Unit through a Common Element* (i.e., *roof or wall), the Association is responsible for repairing the Common Element/structure, but the Owner may be responsible for repairing all or part of the damage to the rest of the Unit. Repairs to the inside of a Unit may be covered by the Owner’s insurance, so he/she should notify his or her insurance carrier immediately, even if he/she feels someone else is responsible. (See also “INSURANCE CLAIMS,” below.)*

**Snow removal.** The Association is responsible for removing snow from walkways when there has been an ***accumulation of 2 inches***, and from driveways and roadways when there has been an ***accumulation of 4 inches***. This will be accomplished as soon after a snowfall as conditions permit. Snow removal is billed on an hourly basis, and the Association cannot afford to have snow removed if the accumulation is less-than-these amounts. Keep in mind that snow removal is done by an off-site maintenance company, and that it has many complexes to clear. Therefore, we cannot dictate or predict when it will show up at Cedar Cove II. For this reason, if it snows overnight, the maintenance company may not get to Cedar Cove II before you leave for work in the morning. Likewise, if there is heavy accumulation, it may be a while before the maintenance company can get to Cedar Cove II. Once the walkways have been cleared following a storm, it is up to each Unit's residents to watch for ice that may develop on the walkways and driveways due to melting and re-freezing, and either to remove this ice or put down some ice-melt. Each person should use care when walking on paved surfaces during the winter, especially after snow has fallen. If you have specific issues with snow removal, contact the Managing Agent. Please point out any excessive or persistent accumulations of ice on the premises. Use common sense and be reasonable in your expectations.

**Wildlife and insects.** The Association is not responsible for controlling or eliminating pests of any type outside, including wildlife, insects, varmints, snakes, rodents and birds, or for repairing damage to personal property that they may cause. The Association will remove or exterminate pests inside the exterior wall (but not inside of flues, ducts, or attics), repair damage to commonly-owned property caused by pests, and seal any penetrations or openings in the exterior walls or roofs through which pests might gain access to the Units. The Association will not exterminate insects, animals or birds, or remove any pests inside your Unit, ducts, or attic. You will need to call a private pest-removal service for this. (As a practical and humane matter, the Association will attempt to remove any animals or birds in an attic prior to sealing the entry point.) Call Aurora Animal Care (303-326-8288) or the Colorado Division of Wildlife (303-291-7227), if you have any other wildlife or animal concerns. Feeding of wildlife, including birds and squirrels is highly discouraged. Attracting them to the buildings creates a mess and a nuisance.

In order to minimize a wasp problem, residents are encouraged to place wasp traps at-least-25 feet from the building. If there is an insect infestation inside of a Unit, that Unit’s Owner is responsible for extermination. If an infestation affects more-than-one Unit, the Owners of the affected Units are jointly responsible for hiring an exterminator or exterminators. Any interior insect or rodent infestation affecting more-than-one Unit constitutes a civil matter between or among the affected parties.

**Environmental contaminants.** No asbestos or lead paint were used in the construction of the Units. Testing for any other environmental contaminants inside of a Unit is the responsibility of that Unit’s Owner. This expense may be covered by the Owner’s insurance. Mold spores, like all pathogens, are always present in the air and on surfaces. Under certain conditions, these spores will begin to grow actively. Please correct promptly any conditions that may be giving rise to the growth of mold, and report any water leaks through the ceiling or wall. If you suspect mold, you should have a sample evaluated by a testing lab. The lab will identify what type of mold is present and what needs to be done to abate it. Any remediation or abatement will be handled in accordance with the maintenance and insurance provisions of the Association, as contained in this manual. Persons performing mold abatement are required in Colorado to be licensed. Prior to any remodeling, reconstruction or destruction of a wall or ceiling in a dwelling built prior to 1988, the material must be tested for asbestos, under Colorado law. Since our Units were built after that date, testing for asbestos is not required, and you should so inform any contractor and not allow him or her to charge for this.

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**INSURANCE**

The responsibility to insure and the responsibility to maintain are different in Cedar Cove II, as they are in most associations, and these are spelled out in the *Declaration*. In some cases, the Association is required to insure items for which the individual Owners are normally responsible for maintenance and replacement. Owners still have the responsibility to purchase their own condominium-owner’s property insurance, which is commonly referred to as “HO-6.” (See below for specifics on what your policy should cover.) The Association is required to purchase a master insurance policy with multi-peril, full-replacement coverage for the buildings, and Common Areas (except for land and foundations) with inflation-guard and construction-code endorsements; commercial liability coverage; fidelity coverage for dishonesty, fraud and theft; and Directors’ and Officers’ liability coverage for errors and omissions on the part of the Board and the Managing Agent. The premiums for the Association insurance policies are a common expense. Property insurance provides coverage regardless of alleged fault. The amount of the deductible on the master insurance policy is determined by the Board. (Currently, that is $5,000.00.) Individual Owners are responsible for paying the Association's deductible on any claim that results in damage to their Units. If either you or your mortgage company needs a copy of the certificate of master insurance, please call the Managing Agent.

While the Association is required to have this master insurance policy, there is nothing in the *Declaration* that requires the Association to file a claim under it. The determination as to whether or not to file a claim is made solely by the Board, and not by the Managing Agent, insurance broker or adjuster. If a claim is not filed because the cost to repair the damage to a Unit is less than the amount of the Association’s deductible, the provisions of this section do not apply, and the repairs or reconstruction will be handled in accordance with the maintenance responsibilities as set forth in the *Declaration*, and outlined earlier in this manual. In such cases, each Owner’s insurance policy is expected to cover those items for which the Homeowner is responsible for maintenance, repair and replacement. In other words, in such cases, the owner's HO-6 would become primary. With proper coverage, the Owner’s HO-6 would pay to repair or replace those components that are the responsibility of the Homeowner, minus the deductible. If a claim is not filed or not accepted by the Association’s carrier, and the cost to repair the damage to a Unit exceeds the Association’s deductible, the Association will pay to restore those items for which it has insurance responsibility to their condition when the Unit was purchased by the current owner. The owner will be responsible for paying the amount that the Association’s deductible would have been if a claim had been filed or accepted, and the Owner, through his insurer, will be responsible for all other repairs for which he has insurance responsibility.

If the cause of a loss is a component for which an Owner has maintenance responsibility and over which that Owner has sole control, that Owner is responsible and liable for the costs to repair consequential damage to his Unit, the property of others, and to the Common Area. This is usually covered by the liability portion of the Owner’s H-O6 policy.

The master policy covers all Common Elements (excluding land and foundations), all building and structural components, and all attached fixtures (cabinets, walls, counter tops, windows, doors, plumbing and electrical fixtures, etc.) that were conveyed with the Unit when it was sold to the current Owner and included in the first mortgage. In the event of a catastrophic loss, the Association, through its insurance carrier, will attempt to rebuild the buildings and units as close as possible to their condition, dimensions and location prior to the loss. Property coverage under the Association’s policy specifically excludes improvements and replacements by Owners (additions, custom features and upgrades), window coverings, upgraded floor coverings, upgraded wall coverings, appliances, and all furniture, personal property and belongings. If interior repairs are necessitated due to a covered loss, the Association and/or its insurance carrier will pay to restore those items for which the Association is responsible to insure to as-close-to-the-same condition as they were when the Unit was purchased by the current Owner. The amount allowed for replacement under the Association’s policy is limited to the amount of the value of items that were included when the unit was purchased. Each Owner is responsible for the difference in value between original items and replacements, upgrades and custom features that have been added over the years since purchasing the Unit. This difference will be paid by the Owner’s insurance carrier, if properly written. (You should keep records, photos and receipts for these items.) Association insurance does not cover items of personal property belonging to residents whether inside or outside a Unit, regardless of the cause of the loss, nor is there medical coverage for injuries or liability on the part of individual Owners.

Owners have an investment in their Units that is not covered by the Association’s insurance. Each Homeowner is required to purchase his or her own policy. This policy should be written to cover those items not covered by the Association’s insurance, gaps in coverage between the Association’s insurance and the Owner’s insurance, and the deductible on the Association's insurance (“extended coverage”); liability for damage to the property of other residents caused by residents of your Unit or by your negligence or failure to maintain; medical payments for personal injuries; special assessments for repairs necessitated by a catastrophic loss, and reconstruction costs that exceed the assessed property value (“loss assessment”). Flood coverage for the Association is not required, because Cedar Cove II is not in an area identified by FEMA as being in a 100-year flood plain (although water damage from heavy rainfall may have occurred), and therefore is not provided by the Association, but may be purchased separately by each Homeowner. (For information on flood insurance, visit [www.floodsmart.gov](http://www.floodsmart.gov) or call 800-611-6122.) It is recommended that Owners of Units in Building 7 (with basements) purchase this optional flood coverage. Off-site owners who lease their Units should have landlord’s insurance and Tenants should have renter's insurance, since neither the landlord's policy nor the Association's policy covers personal belongings of renters, and the Association is never responsible for the belongings of Tenants. Additionally, if you hire someone to work in your Unit, you should purchase worker’s compensation insurance to protect you in the event that person is injured.

Loss-assessment coverage applies when the Association levies a special assessment to cover something that could have been covered by the association’s insurance, but was not, due to the amount of the Association’s deductible, such as damage from wind and hail. Standard HO-6 policies typically include $1,000.00 to $3,000.00 of loss assessment coverage, which may be able to be increased optionally.  However, some carriers will still limit the amount of coverage if it is being used to cover the association’s deductible.  As such, Owners are advised to consult with their own insurance agents to make sure their HO-6 policies are adequate.

In most instances, if a person (other than a contractor or employee) is injured in the General Common Area, he should seek treatment under his own health insurance or Unit-Owner’s insurance (if coverage for medical payments was purchased as a part of said policy). If it is later proven that someone else was liable for the injuries, or if there was negligence, the injured party (or his insurance carrier) may seek reimbursement and/or remuneration. (See paragraph below on negligence.)

Please refer to the following chart for a compendium of coverages, and provide this to your insurance broker when purchasing your Unit-Owner’s policy (HO-6). Owners of Units with basements should consider purchasing flood insurance.

|  |
| --- |
| SUMMARY OF INSURANCE RESPONSIBILITY |
| ASSOCIATION – MASTER INSURANCE | HOMEOWNER – HO-6 |
| Property coverage for Common Elements (excluding land and foundations), all buildings, Units and structural components, including demolition, disposal and full replacement cost of reconstruction in the event of catastrophic loss or destruction. This also covers attached fixtures that were conveyed with each Unit when it was sold to the current Owner and included in the first mortgage (cabinets, walls, counter tops, windows, doors, plumbing & electrical fixtures, fireplaces, *etc*.) ***but only*** ***if a claim is filed by the Association and accepted by the Association’s carrier.*** | Building property protection for those components that are considered part of the Unit, other than personal property, and of which you are considered to be the owner or for which you are responsible. (Some carriers call this “extended coverage,” and consider it optional.) This covers gaps between what the Association’s policy covers and what your standard policy covers. This includes improvements and replacements (additions, custom features and upgrades), *i.e.,* the difference in value between original items or fixtures and replacements, upgrades and custom features that you may have added since purchasing the Unit, as these are not covered by the Association’s policy. ***This also protects you in the event the Association does not file a claim, or a claim is not accepted by the Association’s carrier.***  |
| Comprehensive general public-liability coverage in the event of claims or suits against the Association due to incidents in the General Common Area. (Does not include medical payments.) | Personal-liability coverage in the event you are responsible for injury, or damage to someone else’s property caused by residents of your Unit, by your negligence, or by your failure to maintain. |
| Directors’ and officers’ liability, and fidelity bond | Guest medical coverage in the event someone other than the Homeowner(s) is injured on the premises. This does not cover persons who are hired to do work for you. |
| Business crime coverage for vandalism, theft, *etc*. of commonly-owned property (not personal property) | Personal property coverage for belongings that are not a part of the Unit. |
|  | Extended coverage to pay the deductible on the Association's insurance, and loss-assessment coverage to pay special assessments for repairs necessitated by a catastrophic loss. |
|  | Reimbursement for living expenses in the event that you cannot stay in your Unit following a loss. (This is never provided by the Association.) |

In order to keep insurance costs down and to protect the insurability of the Association, one of the duties of the Board is to manage insurance claims properly, to make sure that only valid claims are filed, and that the carrier pay for only those components for which the Association is responsible. The Board has the right not to file a claim with the Association’s carrier if it deems an individual Owner to be negligent in the performance of required maintenance or for failure to follow required procedures. An insurance claim under the association’s policy will not be filed in these cases, so each Owner should be sure that his own insurance coverage is sufficient to cover all of the resulting damage. Please do not consider it a personal affront if a claim is not filed just because you think it should, if something is not covered that you think should be, or if you end up incurring out-of-pocket expenses. Likewise, do not expect the Association or its carrier to pay for injury or damage for which it is not responsible just because you failed to purchase your own insurance or proper coverages. Do not allow any agent to sell you coverage that does not fulfill the requirements of this section.

►INSURANCE CLAIMS

*If you have a potential claim for which you feel the Association may be responsible under the* Declaration *through its insurance carrier, please contact a Director or the Managing Agent. If you have not received a response within 14 days, you may contact the Association's insurance carrier directly, who will, in turn, contact the Board. A Tenant should contact the Owner of his or her Unit, who, in turn, should contact the Managing Agent, if the damage involves commonly-owned property. Keep in mind that the Association and its insurance carrier are not automatically responsible for damage to the interior of a home, and that, if a claim is made and accepted, payment of the Association's deductible must be made on a* pro-rata *basis by the Owner(s) of the damaged Unit(s) on whose behalf the claim was filed before any repairs or reconstruction will be allowed to commence. This determination shall be based upon the insurance adjuster’s estimate of repairs. If the damage was caused by the resident of another Unit, or if it resulted from failure of a component for which that Owner has sole control and maintenance responsibility (such as a pipe or appliance inside the Unit), that Unit’s Owner is responsible for the repairs to both Units, and this may be covered under the liability portion of the responsible-Owner’s policy.*

*If there is damage to a Unit due to a cause that would normally be covered by the Association’s insurance, but the cost to repair the damage is less than the deductible on the Association’s policy, repairs and replacement will be handled in accordance with the maintenance responsibilities outlined in the “MAINTENANCE” section, above. In other words, the Association will repair or replace those components for which it has maintenance responsibility, and the Homeowner will repair or replace those components for which he or she has maintenance responsibility. The Homeowner’s condo-insurance policy may cover some or all of those costs, minus a deductible, depending upon how the policy is written. (Please work with your insurance broker on this to be certain you get the proper coverages.) If the cost to restore the Unit exceeds the amount of the deductible on the Association’s policy, but the Board elects not to file a claim, the Association will repair or replace those components for which it has insurance responsibility. Affected Owners are always responsible for payment of the Association’s deductible. In all cases, it is up to the Homeowner to seek payment for repair of those components for which he/she is responsible from his/her own carrier.*

*No claim will be filed by the Association for damage confined to the interior of one Unit which resulted from an incident within that Unit for which the Unit’s resident was responsible. If a resident is responsible for causing damage, and if the resident is deemed to be negligent, it is within the rights of the Association not to file a claim. In such a case, the Unit Owner will be solely responsible for the costs to repair the interior of his or her home, as well as damage to the property of others, either out-of-pocket or through his or her insurance carrier. For these reasons, you must have in effect a condominium-owner's insurance policy that covers the interior of your home, personal property, medical payments, liability, and payment of the Association's deductible. (See previous paragraphs and chart.) In all cases of damage, and regardless of alleged fault, you should notify your own insurance carrier without delay, and, if the cause of the damage originated in another Unit, that Unit's Owner should also notify his or her carrier, as that person may be liable for the costs of all repairs. Once notified, the carriers may elect to pay for the repairs jointly or separately. While waiting for the parties and their respective carriers to decide who is responsible for what, those affected should take all steps to mitigate and prevent further property damage. Under certain conditions, mitigation and clean-up are the responsibility of the Unit Owner, who may later seek reimbursement for these costs from the responsible party or its insurance carrier or his/her own carrier. (See following paragraph.)*

**Negligence.** If you are injured or your property damaged, it is common to want to blame someone else. However, just because you were injured or your property was damaged through no apparent fault of your own does not necessarily mean that someone else is liable or negligent. Responsibility and negligence are not synonymous. It is possible for someone to be responsible for something without having been negligent. Likewise, someone else (either personally or through his or her insurance carrier) may be responsible for paying for your injury or damage, but only if it can be proven that he or she was negligent. Negligence as a legal term is a serious allegation and can be difficult to prove, so, for this reason, it should not be used frivolously. Sometimes, negligence can only be determined in a court of law. For this reason, if you feel that someone else was negligent and should pay for your injury or property damage, you should nonetheless file a claim with your own insurance carrier immediately, and seek treatment for your injury or repair your property as soon as you are able. **You must mitigate your damages immediately.** This means taking whatever steps are necessary to prevent further damage and to protect your property without waiting for anyone else to act. Your carrier may elect to take care of your injuries or repair your damage, and then subrogate against the party who is deemed to be negligent. This means that the insurance company will attempt to recoup the costs (including your deductible, if any) from the responsible party or its insurance carrier. Alternatively, you may need to bring your own lawsuit. For this reason, it is important not to wait for someone else to act just because you feel that person may have been negligent. It may be a long time before responsibility is allocated (especially if more-than-2 parties are involved), and in the meantime, you need to take care of yourself and your property and get on with your life. Likewise, if someone claims that you are negligent, you should notify your insurance carrier immediately, as it will provide for your defense (if you have liability coverage) and will pay for injury or damage if it is determined that you were indeed negligent. Also, do not argue negligence or liability with another party. Let your insurance carriers and, if necessary, the court, determine who is responsible for what. If you know of a potentially-dangerous condition in the Common Area, please point this out to the Managing Agent, so that it can be corrected as soon as possible and before someone is injured, and you should promptly repair any hazards on the premises for which you are responsible.

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**ASSESSMENTS AND COLLECTION**

Maintenance assessments paid by the Homeowners cover the cost of the following: Maintenance of General Common Areas/grounds (lawn, fences, trees, shrubs, and irrigation system); water, sanitary sewer and wastewater; building exteriors (siding, trim, roofs, gutters and downspouts); trash pick-up; snow removal; maintenance of driveways, roadways and walkways; master-insurance policy; common-area lighting; newsletter; professional fees (Managing Agent, lawyers and auditors); and reserves for future, large-item and emergency repair and replacement. The amount of fees is determined by the annual operating budget adopted by the Board. This is an estimate of anticipated income and expenses for the entire Association. All Unit Owners pay the same amount of assessments. This allows the Owners of the 30 condominium-style Units to pay approximately 45% of the total budgeted expenses, and the Owners of the 38 townhome-style Units to pay approximately 55% of the total budgeted expenses, as mandated by the *Declaration* as amended. Any change to the allocation of assessments requires the assent of ⅔ of the Homeowners and their Mortgagees *per* the *Declaration*.

The Board may establish any reasonable system for the periodic collection of assessments. At the current time, each Homeowner is permitted to pay the annual assessment in 12 equal, monthly installments. Monthly payments are due and payable on the 1st day of each month. Payments must be received no-later-than the 10th of each month. When mailing your payment, you must allow time for postal delivery to ensure that your payment is received on time. Payments may also be made *via* automatic debit (“ACH”). (The enrollment form for this is available from the Managing Agent, and on page 25 of this manual.) Your mortgage company may escrow assessments and remit these to the Association on your behalf, but you remain personally responsible for timely payment at all times.

Each Homeowner shares in the expenses incurred in the operation of the Association, and it is vital that each Owner make his or her payments so that the Association can pay its bills and remain economically viable. For this reason, all 68 Homeowners are liable for his/her/their share of assessments. The Association relies on the collection of monies owed to it in order to fund its day-to-day operations and deposits into reserves. It is therefore incumbent upon the Board and the Managing Agent to do everything within their power to collect debts in a timely manner. To this end, the following collection procedures have been adopted by the Board. Your failure to pay assessments does have consequences, as outlined below:

***Collection policies and procedures***

1. If a monthly payment has not been received by 5:00 PM on the 10th day of the month and there is a balance due on the account, a late charge of $25.00 is added to the account, and a statement of the delinquent account (“Notice of Delinquency”) is sent to the Homeowner. A post-dated check is considered to have been received as of the date written on the check.
2. All amounts owed as of the close of business on the last day of the month accrue interest at the rate of 12% *per annum* (1% per month).
3. A Notice of Lien may be recorded with the Arapahoe County Clerk and Recorder if the account is delinquent in the amount equivalent to 2-months’ regular assessments after 60 days. The Homeowner is responsible for all costs involved in filing the notice of a lien. This lien may be filed by any representative of the Association.
4. Delinquent accounts may be turned over to an attorney or collection agency for collection whenever the account is delinquent for 90-consecutive days or when the balance due is equal to the amount of 3-months’ regular assessments. This action must be authorized on an individual basis by a vote of the Board. Prior to having an account turned over to the attorney for collection, the Homeowner(s) will be afforded the opportunity to enter into a payment plan with the Association. (See #7, below.)
5. The Association maintains the right to commence judicial foreclosure of its lien on any Unit whose Owner is delinquent in the amount of 6-months’ regular assessments if the Board deems this to be appropriate and in the best interest of the Association.
6. If a check received for payment on an account is not honored by the Association’s bank, for any reason, the account will be assessed a $20.00 bad (NSF) check charge. In addition, under Colorado law, anyone who writes a bad check can be held liable for 3-times the amount of the check. The Association does not automatically send a bad check through the bank a second time, unless specifically instructed to do so by the maker of the check.
7. A Homeowner whose account is delinquent and has not yet been turned over to an attorney may arrange an acceptable payment plan of at-least-six months’ duration with the Board. Any such plan constitutes a contract and must be in writing and signed by the Homeowner(s). The plan may be rejected if it is not in the best financial interests of the entire Association. Failure to comply with the terms of a payment plan, or failure to pay the regular assessments when due during the course of the payment plan, will be deemed an automatic default on the part of the Owner.
8. Payments made on a delinquent account will be credited to the outstanding invoices in the following order:

a. Legal charges, lien charges, and court costs;

b. Bad-check charges (@$20);

c. Interest (@12% per annum)

d. Late charges (@$25);

e. Fines;

f. Repair charge-backs and other reimbursable expenses;

g. Special assessments (if any); and

h. Regular assessments, beginning with fees which have been delinquent the longest (*i.e*., the oldest outstanding invoice).

1. The voting privilege of any Homeowner who is delinquent is suspended until the account is once again current.
2. The Homeowner is responsible and liable for all costs and legal fees incurred in collection (whether or not suit is filed). These are added to the Homeowner's account, are due and payable immediately, and are collectible in the same manner as assessments.

It is expected that all Homeowners will make the effort to keep their accounts current, so as to avoid any of the above actions. It is much-more difficult to catch up on a delinquent account than it is to keep the account current.

Under the federal Fair-Debt Collection Act, the Association is considered a creditor and the Homeowners are considered debtors. Accordingly, if you wish to dispute any charge or amount claimed to be owed, you must do so in writing ***within 30 days*** of receipt of notice. The Association, through its Managing Agent or attorney, then has 60 days in which to issue either a correction or an explanation of the charge(s). If you feel that a charge should be waived due to extenuating circumstances, please submit such request to the Board through the Managing Agent. The Managing Agent, on its own, may not waive any legitimately-levied charges.

**Liens.** A lien is a legal encumbrance attached to the deed of a property. That property cannot be conveyed or the deed transferred without first having satisfied the lien. By law in Colorado, any amount owed to a homeowners’ association constitutes a statutory lien, whether it has been recorded or not. However, in order to protect its interests and to put others on notice that a lien exists, the Association will file and record liens as stated in item 2, above. If this lien remains unsatisfied, the Association has the legal right to foreclose its lien under certain conditions as specified by law. This is known as a judicial foreclosure, and the process is similar to the foreclosure by a lender on a first Deed of Trust. Once a judicial foreclosure has been completed, the Association takes ownership of the Unit, subject to the first Deed of Trust. In any foreclosure action, by law the holder of the first Deed of Trust must pay the Association the amount equivalent to 6-months of budgeted assessments immediately prior to the institution of the foreclosure (the Notice of Election and Demand). This is known as the “Super Lien,” because it is superior to all other liens against the property.

**Reserves.** Reserve accounts for future, large-item maintenance, replacement, capital improvements and emergencies are maintained by the Association according to policies adopted by the Board, and are insured. This is not a guarantee that there will be sufficient funds for major improvements as they become necessary. A Reserve Study has not been conducted to determine the useful life of commonly-owned components and the amount of money needed to fund replacement of these components. This is due to the fact that fees have historically been kept to a minimum, and the Association has not been able to afford the cost of a Reserve Study, which is very costly. In the event that such a study is ever done, the Board considers it its duty to follow it as closely as possible. In the meantime, the Board will make every effort to put as much into the reserve account as possible. A specific, minimum amount is budgeted for this each year.

**Special assessment.** In the event that a capital improvement, repair or replacement is necessary, and there are insufficient funds in the Association’s accounts, a special assessment may be levied by the Board with the approval of a majority of Owners. Each Owner must pay his portion of any special assessment within the time period specified by the Board.

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**ENFORCEMENT**

When buying a Unit in Cedar Cove II, each Homeowner agrees to be bound by the restrictions and covenants, as well as any rules and regulations adopted by the Executive Board in accordance with them, and it is each Homeowner's responsibility to have current documents in his or her possession. The restrictions, covenants, rules and regulations are applicable to all areas within the complex, and are enforced by the Board through the Managing Agent. The Board may adopt and amend reasonable and necessary rules and regulations. A copy of the rules as they are adopted or amended will be mailed or otherwise delivered to each Homeowner. Upon mailing or delivery, the rules become enforceable. The rules apply to all residents, Owners and non-Owners alike, and are enforced equitably. Fines may be levied for violations following a hearing, as outlined below. Enforcement procedures may be exercised independently of action taken by governmental agencies. The Association may enforce only its own covenants, rules and regulations. City ordinances which are not Association rules are enforced by the Aurora Police Department (303-627-3100), Aurora Animal Care (303-326-8288), or Aurora Neighborhood Support (for zoning and code enforcement, 303-739-7000).

Any resident may file a complaint alleging a violation by another resident. Complaints should be made as soon as possible following the violation and preferably in writing, to a Director or to the Managing Agent. The complainant should give as much of the following information as possible:

* the name or identity of person(s) committing the alleged violation
* the address of the person(s) committing the alleged violation
* the rule alleged to have been violated
* the date, time, and place of the alleged violation
* the name and address of the person making the complaint. This information will be kept confidential, unless a hearing is held.

The complaining party must be willing to testify at a hearing before the Board if that should become necessary. The Board, a Director or the Managing Agent may also initiate a complaint. In the event that the complaint was initiated by a Director, that person may not participate in the hearing except to testify.

Before a complaint alleging violation of rules #1 (excessive noise) and #16 (barking dog) will be accepted, the complaining resident must first have spoken personally with the neighbor and made him or her aware that the noise is disturbing others. Speaking directly with the person, assuming there is no threat of violence, will usually resolve the issue. Meet in person or talk over the phone to explain your concern in a positive, respectful way. (Anonymous letters, banging on the wall, or complaining to your neighbors do not qualify.) If this method of resolution is not successful, then the complaint may be presented to the Association as outlined above. Residents are encouraged to report noise violations to the police or to animal control, as these agencies are better equipped to deal with these types of violations, and have more enforcement authority.

Upon receipt of a complaint, a warning/violation letter will be sent to the party alleged to have committed the violation. This letter will contain the rule alleged to have been violated, the action needed to correct the violation, and the time frame within which compliance is required.

Upon receipt of an additional complaint alleging violation of the same rule, or if a violation is not corrected within the time period allotted, a hearing will be scheduled before the Executive Board to determine if a fine is appropriate.

Homeowners are responsible for any violations committed by family members, tenants or guests, and for the payment of any fines incurred by them. A guest is defined as any person who resides elsewhere and visits a Unit in Cedar Cove II, and may also be referred to as a “visitor” or an “invitee.” This includes people you hire to do work for you. All fines and reimbursable expenses are due and payable immediately, and are collectible in the same manner as assessments. A fine or reimbursable expense constitutes a lien against the Unit if not paid within 30 days of its assessment.

Fines are as follows:

|  |  |  |
| --- | --- | --- |
| 2ndviolation . . . .  | $ 50.00 |  |
| 3rd violation . . . .  | $100.00 |  |
| 4th violation . . . .  | $150.00 |  |
| 5th violation . . . .  | $200.00 | Five violations of the same rule constitutes a nuisance, and the Board may take whatever action it deems appropriate and necessary to abate the nuisance. |

Either party at a hearing may request that the hearing be held in Executive (closed) Session. The Board will hear testimony from both sides (including any witnesses) and then will go into Executive (closed) Session to deliberate. The Board’s decision may be given at that time, or may be sent to the Parties. Any Director who has a personal stake in the outcome of a hearing must refrain from voting on whether or not a fine should be assessed.

As an alternative to these enforcement procedures, or to abate a nuisance, the Association may, at any time that the Board deems appropriate, file suit in county court against the violating owner(s) for injunctive relief. If the Association incurs any expense in the enforcement of any covenant or rule (whether or not suit is filed), the Unit Owner is liable for all costs, witness fees, and reasonable attorney fees, and these are added to his/her account. (In the event of a lawsuit, the prevailing party is entitled to request recovery of reasonable attorney fees.) In addition, the Board may suspend the voting privileges for up-to-60 days *per* violation for any Unit the residents of which have been found by the Board to be in violation of any covenant, rule or regulation.

The penalties for vehicle and/or parking violations are as follows:

* **1st offense** — Written violation/warning notice placed on the vehicle by a Director, by the Managing Agent, or by the towing company and/or delivered to the Unit Owner (if known).
* **2nd and subsequent offense by the same vehicle** — Vehicle may be towed at its owner's expense 48 hours after the notice of first offense. Unit Owners are also subject to fines as outlined above.
* **Fire lanes and handicap spaces** — In addition to the above, the police may be called and vehicle ticketed and/or towed immediately at the vehicle-owner’s expense.
* **Fluid spill** — Charge assessed for the cost of the clean-up, in addition to a fine for the violation.

For architectural and exterior violations, the Association’s recourse is as follows:

* Any item altered, added, constructed or installed without meeting the architectural requirements and guidelines will be considered a violation. In addition to a fine following a hearing, the Board has the authority to order the violation removed or corrected. If such an order is not complied with, the violation may be removed or corrected by the Association at the Homeowner's expense with 30-days' written notice to the Homeowner.
* The Association may obtain an injunction in court compelling the Unit Owner to correct or remove the violation.

In order to be valid, all notices must be in writing and delivered to the Parties’ respective addresses, sent electronically, or personally delivered. The Owner’s mailing address is the address provided to Cedar Cove II by the title company at closing, as updated by the Homeowner, or last-known address. Notice will be deemed to have been given when either post marked by the United States Postal Service, delivered personally, or posted to the message log file on the sender’s e-mail server. Notice to the Association shall be delivered to the management office or sent electronically to the Managing Agent. Notices from the Association may be given by an agent or attorney acting on behalf of the Association.

If you feel you have been wronged, or if you wish to dispute any action taken by the Board, please contact the Managing Agent. If he/she cannot resolve your issue, he/she will present it to the Board for consideration. You also have the right to attend all Board meetings and speak personally with the Directors. Most of the time, the explanation or solution may be found in the *Declaration*, in this manual, or in applicable State law. You may also contact the Office of HOA Information and Resources at [www.dora.state.co.us/real-estate/hoa.htm](http://www.dora.state.co.us/real-estate/hoa.htm). Be aware, however, that this office does not have investigative or enforcement authority. Unfortunately, sometimes disputes can be settled only by legal action. However, litigation is a costly and lengthy process that renders it inefficient in resolving most types of association disputes. Therefore, the Parties in any dispute are strongly encouraged to use alternative dispute resolution, such as arbitration or mediation. Since managers are required to be licensed, complaints alleging violations of state law by the manager may be filed with the Department of Regulatory Agencies, Division of Real Estate.

Upon request, the Board, exercising reasonable discretion, may vote to grant a modification, variance or waiver of any rule (but not a covenant) on an individual basis, so long as doing so would not negatively affect the rights of any-other Homeowner. Specific, individual variances or waivers by the Association are revocable and shall not be deemed an automatic approval for other Owners or blanket waiver of enforcement thereafter.

Non-enforcement by the Association of any of its restrictions, covenants, rules or regulations shall not be deemed a waiver of the right to do so thereafter. Enforcement may be waived in the event of an emergency. Non-enforcement, waiver, or invalidity of any covenant or rule shall not affect the enforcement or validity of any-other covenant or rule. In the event of a conflict between any rule or provision in this manual and anything in one of the governing documents, the governing document takes precedence.

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**RULES AND REGULATIONS**

**Section I ………………………………………………………………………………………………………………………………………………………General**

1. No resident shall make, or permit to be made, excessive noise either inside or outside of a Unit (including in or from motor vehicles). Sound levels on electronically-amplified devices shall be lowered further between the hours of 10:00 PM and 8:00 AM. Construction work inside a Unit shall be done during normal business hours only.

Definition, ***excessive noise***: Any sounds or noise other than those normally expected in every-day, residential living

* which can be heard from outside the Unit or inside another Unit,
* which disturb another resident or interfere with the peaceful occupancy, use, or enjoyment of any other Unit,
* and which persist for more-than-5 minutes on a single occasion.

This includes, but is not limited to, musical instruments, radios, stereos, televisions, voices, heavy walking or running, engines, motors, construction and renovation work, *etc*.

If you plan on making noise temporarily (such as construction, a sale or a party), notify your neighbors ahead of time so that they will know what to expect, and so that you can minimize complaints and hard feelings. If you live above someone in a condominium-style Unit, please consider the sound effect that replacing soft floor covering (carpet) with hard flooring, (such as hardwood, laminate or tile) will have on the neighbor below you, and remove your shoes when walking on hard flooring.

2. No items of personal property, such as furniture, construction materials, clothing, bicycles, barbecue grills, toys, tools, auto parts, hoses, ropes, leashes, electrical cords, *etc*. shall be left or stored outside in the General Common Area, including driveway, walkway or lawn. Any items left in the General Common Area without permission may be removed without liability by the Board or the Managing Agent. Bicycles must be kept in the garage, carport or enclosed courtyard.

3. Walkways are for pedestrians. Riding, skating, skate boarding, roller blading, and game playing are not proper activities on walkways. Climbing of trees and fences is not permitted.

 Definition, ***walkway***: Exterior sidewalks, stairs, landings and steps.

4. No fireworks or firearms of any nature may be discharged within the complex.

5. Nothing shall be done, kept or used on the premises that would endanger the person or property of any other resident(s), which would cause an increase in insurance premiums, or which might affect insurability. No flammable, combustible, corrosive, explosive or hazardous fluids, chemicals or substances may be kept on the property except those required for normal household or automotive use.

6. Units in Cedar Cove II were built and intended to be used as private residences, not as businesses. No business, commerce or trade is permitted. Home occupations must have the expressed permission of the Board, and persons involved in such occupations must register with the Association. Child care, as defined by the State of Colorado, and which requires a license, is not permitted. (This does not include incidental babysitting.) Any allowed occupational activity must be conducted inside the Unit and only by its residents. There may be no visible advertising or signage. The occupation may not jeopardize anyone’s health, safety or welfare, or increase the Association’s insurance premiums.

 Definition, ***business***: Any occupation, work, or activity which involves the provision of goods or services for which the provider might receive compensation, and which is detectable from outside the Unit due to the traffic, noise, odor, dust, or trash that it might generate.

Residents wishing to conduct sales at their Units which would affect traffic and parking (craft sales, garage sales, *etc*.) must abide by all City regulations governing such sales. Restrictions by the Association are

* Number of sales *per* Unit is limited to 2 *per* calendar year. Sale may last no-more-than-2 days (Saturday and Sunday), and must stop each day by 6:00 PM.
* Sale must be conducted in the Unit’s garage or carport only, and not in the Common-Area driveway or lawn.
* All sale items must be taken in at night.
* All signs must be taken down following the sale.
* All parking and noise rules of the Association must be followed.
* Shoppers are not allowed to block the driveway or another resident's garage or carport.

7. Advertising, soliciting and the distribution of printed materials, such as flyers, handbills, leaflets, *etc*. (except for official Association business) without the expressed permission of the Board is prohibited. Unauthorized materials left on doors, gates, fences or automobiles may be removed and discarded without liability by the Association. Anyone entering the property for the purpose of soliciting or advertising without permission is considered under Colorado law to be trespassing and can be removed and/or cited by the Aurora Police.

8. No Unit may be used for the production, manufacture or sale of illicit chemical substances, including drugs. Pursuant to the Colorado Constitution, marijuana may be used by adults ***inside*** a Unit, but it may not be grown or sold.

9. Harassment is prohibited. Cedar Cove II residents and Owners are expected to remain civil. Residents are not allowed to harass any other person connected with Cedar Cove II, including other residents, Directors, the Managing Agent, service providers and contractors.

 Definition, ***harassment***: Words, gestures, or actions which are intended to annoy, alarm, upset, terrorize or abuse another person. This includes profanity, taunting, stalking, threatening, menacing, repeated and excessive phone calls (whether or not words are spoken), disruptive behavior, abusive letter writing or electronic communication, and violence.

10. Charcoal-fueled barbecue grills may not be used or operated on a covered porch or balcony, inside of a garage, in a stairway, or within 10 feet of a building. Electric grills, and propane-fueled grills that have gas cylinders with a liquid capacity of 1 pound or less, may be used, provided that they are not left unattended while lit. This is for safety purposes, is a requirement of the Association’s insurance carrier, and is a City law. The Owner of the Unit in which this rule is violated is solely and financially responsible to the Association, to any other Owner(s), and to any insurance carrier for any damage that results from a violation of this rule.

11. The swimming pool is the private property of Cedar Cove I, whose Members pay for its maintenance and insurance. Therefore, residents of Cedar Cove II are not entitled to use it.

12. Residents are not allowed to use excessive water when washing cars or watering plants, or to leave an exterior faucet on while unattended. Hoses should be disconnected when not in use, and must be disconnected during the winter in order to prevent burst pipes. The Owner is responsible and liable for any damage caused by burst pipes and for consequential damages to the building or to the property of any other Owner. This includes paying for any water that was wasted while the line was broken.

**Section II ………………………………………………………………………………………………………………………………………………………….Pets**

13. No-more-than-2 pets (any combination of animals) which go outside at any time are allowed to be kept by the residents of a Unit. The maximum number of indoor-only cats is 5 *per* the laws of the City of Aurora. Commercial breeding of animals is not allowed. Poultry and livestock are not allowed. All pets over the age of 6 months are required by the City to be spayed or neutered, and licensed. This is enforced by the City.

 Definition, ***pets***: Dogs, cats or other, normal, domesticated, household animals as determined by the laws of the City of Aurora.

14. Dogs in the General Common Area (outside of a Unit or the enclosed courtyard) must be carried or on a leash which is no-longer-than-10 feet in length and which is held by a person who has sufficient strength to be able to control the pet. No dog may be tied to any stationary object in the General Common Area. Any dog running loose or tied up in the General Common Area may be picked up by Aurora Animal Care.

15. Pet excrement in the General Common Area must be cleaned up immediately and properly discarded. Please carry plastic baggies with you when walking your dog. Dog excrement in enclosed courtyards should be cleaned up daily.

16. Pets shall not be allowed to constitute an ongoing or habitual disturbance to other residents by excessive barking, yelping, whining, or howling.

Complaints about animals are enforced as outlined in the "Enforcement" section on page 14. A Unit Owner is responsible and liable for any property damage, injury or disturbance which pet(s) in his/her/their Unit may cause or inflict. Residents may also contact Aurora Animal Care (303-326-8288, or animalcare@auroragov.org) regarding any animal complaint.

The Board has the authority and right to determine if any pet constitutes a nuisance, and may order the animal removed from the property following a hearing before the Board. A pet which inflicts any injury upon any person in the Common Area will be considered vicious, and may be ordered removed permanently from the property following a hearing before the Board.

**Section III………………………………………………………………………………………………………………………………………………………...Trash**

17. Trash must be kept inside the Unit, carport, or garage until put out for pick-up. Trash may not be stored in, beneath, or behind common stairways, next to a carport, or anywhere else in the Common Area. Trash may be put out after 7:00 PM of the evening preceding pick-up day, and all trash cans must be removed from the driveway by 7:00 PM on the day of pick-up. The trash-removal company may pick up trash any time between the hours of 7:00 AM and 4:00 PM.

The trash-removal company will not take large items, such as construction debris, furniture, bedding, appliances, *etc*. Do not place these items anywhere in the Common Area. Any resident wishing to dispose of these items must make his or her own arrangements to have such items removed from the Unit by calling a hauling or trash company, which can be found in the phone book or online. The Association’s trash hauler is Alpine Waste, which can be reached at 303-744-9881. The Unit Owner is responsible for any charges incurred in this.

18. No excessive or unsightly accumulation of rubbish, debris, or junk is allowed outside the Unit, including the courtyard, porch, stairway or balcony. No odors are allowed to emanate from any unit if they are unsanitary, offensive or detrimental to the health of the occupants of any other Unit or to passers-by.

19. Littering is not permitted. All trash and litter must be deposited in appropriate containers. This includes cigarette butts.

 Definition, ***littering***: Throwing any unwanted or discarded materials or trash onto the ground.

**Section IV………………………………………………………………………………………………………………………Vehicles, parking and traffic**

Residents are responsible for ensuring that visitor(s) to their Units park in accordance with these rules. Unfamiliarity with the rules and covenants of Cedar Cove II is not a valid reason for improper or illegal parking. The speed limit in Cedar Cove II is 10 miles *per* hour. Please see the “Enforcement” section (page 14) for the penalties for vehicle and/or parking violations, and note that, under certain circumstances, improperly-parked vehicles may be towed legally.

 Definition, ***parked***: Any vehicle that is unattended and not moving, whether the engine is running or not.

20. **Parking** (general).

Vehicles may be parked only in garages, in carports, in designated parking areas (within the confines of marked spaces), or on a public street (East Ford Avenue and South Salem Street).

* All vehicles parked in the General Common Area must have valid license plates (front and rear) with current expiration stickers. Permanent plates have a 30-day grace period in which to be renewed. Temporary tags expire on the date written on them, with no grace period. Pursuant to City ordinance, a vehicle parked on a public street must have a valid license plate.
* A vehicle in the General Common Area may not be parked in the same unassigned parking space for more-than-1 week (7 consecutive days), after which time, it must be moved to a ***different*** parking space. Pursuant to City ordinance, a vehicle parked on a public street must be moved every-21 days.
* Any vehicle parked in a space designated for handicap parking must display a placard or plate that entitles it to be parked in that space.
* Garages and carports should be used for parking, so as to leave parking spaces in the General Common Area open for visitors.

21. **Fire Lanes.** Parking is not permitted in any driveway, even along the curb or behind your own Unit. All driveways are considered fire lanes, both by City ordinance and Cedar Cove II covenants, and must be kept clear at all times for emergency vehicles.

22. **Inoperable vehicles**, or parts thereof, may not be kept, parked or stored anywhere outside of a garage.

 Definition, ***inoperable vehicle***: Any vehicle which is unable to be started and propelled without the assistance of another vehicle, and/or which gives the appearance of being unable to move under its own power, which is partially or totally dismantled, and/or which is wrecked or damaged to the extent that it could not safely or legally be driven on a public street.

23. **Recreational vehicles** and small **trailers** may not be kept, parked or stored anywhere outside of a garage or carport.

 Definition, ***recreational vehicle***: Any vehicle designed or equipped to be operated for recreational purposes on land, in the air, or on water. This includes, but is not limited to, the following: Mobile homes, motor homes, 1-ton or smaller pick-up trucks with campers or camper shells taller than the roof of the cab, golf carts, all-terrain vehicles (“ATVs”), vehicles which do not have a top that can be closed (such as “dune buggies”), any type of aircraft, jet skis, snowmobiles, boats (whether free standing or attached to a vehicle), and motorbikes or motorcycles designed specifically for off-road use ("dirt bikes"). This does not include standard-size (or smaller) passenger vans unless equipped with an external hook-up for water and/or electricity.

 Definition, ***trailer***: Any vehicle designed to be used for hauling, and which is unable to be driven under its own power.

24. **Commercial vehicles** and **over-sized vehicles** may not be parked anywhere in the complex, except for temporary loading and unloading. This rule applies to temporary storage containers (“PODS”) and dumpsters (”roll-offs”).

 Definition, ***commercial vehicle***: Any truck, van, bus or trailer rated in excess of 1-ton load-carrying capacity in the cargo area which is used for, or could be used for, any commercial purpose, including, but not limited to, any commerce, business, trade, sale, construction, hauling, advertising, or profit-making activity. Lettering, signs or advertisements affixed to a motor vehicle shall not, in and of themselves, make said vehicle a "commercial vehicle."

 Definition, ***over-sized vehicle***: Any vehicle which weighs in excess of 7,000 pounds GVW and/or which does not fit within the confines of one parking space.

Emergency-services vehicles are not considered commercial or over-sized vehicles. Such vehicles driven as a condition of employment or volunteer service may be parked in the Common Area in accordance with these rules so long as the vehicle does not weigh over-10,000 pounds GVW and does not impede the flow of vehicular traffic. This applies to any motor vehicle driven by an **emergency-service provider** while on duty and which bears a visible emblem designating it as an emergency-services vehicle.

 Definition, emergency-service provider: A primary provider of emergency fire-fighting, law-enforcement, or medical services. Cable companies, utility providers and the like are not included in this definition.

25. No repair shall be made to any vehicle on the premises that incapacitates that vehicle for more-than-1 day (24 continuous hours). Leakage or dumping of vehicle fluids onto the pavement is prohibited.

►TOWING

*The Association, through its authorized agent, may have an unauthorized or improperly-parked vehicle removed (“towed”) from the General Common Area by a licensed towing company at the vehicle-owner’s expense, subject to the rules of the Association to the regulations of the Colorado Public-Utilities Commission (PUC). (The name and phone number of the towing company is posted at each entrance to the property.) The Association has the responsibility to notify the vehicle's owner of the violation either by placing a notice on the vehicle or by delivering a notice to the vehicle’s owner (if known) specifying the violation and the day and time after which the vehicle will be towed. Once the tow truck has arriven and the tow ticket has been signed, the towing company (not the Association) becomes solely responsible for the vehicle, and a charge by the towing company is incurred. All towed vehicles will be taken to a secured impound lot. Fees for towing, mileage and storage are governed by the PUC, and not determined by the Association. In order to retrieve a towed vehicle, the vehicle’s owner or agent must appear personally at the impound lot during business hours with a valid driver’s license and registration or title for the vehicle, and must pay cash for the towing, mileage and storage charges. In the event of a disputed tow, the vehicle’s owner must mitigate his or her damages by following these procedures and retrieving the vehicle immediately, and may then submit a claim for reimbursement by the Association through its Executive Board. Failure to retrieve the vehicle promptly will mean that the vehicle’s owner will have to pay additional storage charges, even if the tow is later determined to have been improper. A resident may have an unauthorized vehicle removed from his or her own carport space by calling any towing company. This action is the responsibility of the resident who calls the towing company.*

**Section V ……………………………………………………………………………………………………………….Exterior and architectural items**

26. No exterior alteration, addition or construction, whether attached to an existing structure or not (including, but not limited to, buildings, fences, poles, lights, walls, canopies, blinds, awnings, sunshades, windows and doors, no interior alteration or construction which would affect the structural integrity of a Unit, no alteration to the party wall (or ceiling) between Units, and no exterior painting or staining is allowed without the prior, written approval of the Board. Additions or alterations which require cutting through the roof or exterior wall of a Unit are discouraged. Please see the “Enforcement” section (page 14) for the Association’s recourse in the event of architectural violations, and note that, under certain circumstances, violations may be removed or corrected by the Association at the Unit-Owner’s expense.

►REQUESTING EXTERIOR AND ARCHITECTURAL CHANGES

*A written architectural request should be sent or delivered to a Director or to the Managing Agent. The Board will consider the request at its next meeting. A request should contain plans, drawings or photographs, specifications, location, and approximate cost of the alteration, addition or construction, and should indicate who will be doing the work. The Homeowner making the request must be in good standing with the Association before the request will be considered. The Managing Agent will notify the Homeowner of the Board's decision in writing within 30 days following the decision of the Board. In the event the Board or Managing Agent fails to respond within this time period, further approval will not be required, and this rule will be deemed to have been fully complied with. A Homeowner may appeal the Board's decision directly and in-person at a subsequent Board meeting. The Board may not act arbitrarily or capriciously in considering any request.*

*For any addition or construction that requires structural support, the Homeowner must submit plans that have been reviewed and approved by a licensed architect or building engineer, the cost of which is the responsibility of the Homeowner. If the alteration, addition or construction requires a building permit from the City, proof that such a permit has been purchased by either the Homeowner or the contractor doing the work will be required before work will be allowed to begin. Proof of insurance coverage under the Homeowner's condominium insurance policy for the alteration or addition will need to be shown to the Board prior to approval. Additionally, the Board may require that a recorded indemnification and maintenance agreement be entered into prior to final approval of any request submitted hereunder. If the work is to be performed by a professional contractor, said contractor must have all licenses and insurance that are required by the State of Colorado, in addition to general-liability insurance, and the Association, the Executive Board and the Managing Agent must be indemnified when any work is performed by a contractor.*

*Once permission has been granted, the Homeowner has 90 days in which to complete the requested work, and must notify the Managing Agent upon completion so that it can be inspected to ensure that it has been done in accordance with the approved specifications.*

*Maintenance of any item installed or built under the guidelines of this rule remains the responsibility of the Homeowner thereafter, as the Association does not perform any maintenance of alterations or additions. The Association is not liable if the item must be removed or altered in order to perform required maintenance or construction in the Common Area*.

27. **Signs.** Only the following may be visible:

* A "For Rent" or "For Sale" sign no-larger-than-2 ft. by 3 ft. in a Unit’s window. A sign may also be attached to the gate (townhome-style Units) or the railing on the porch/balcony (condominium-style Units).
* Owner's name on or next to the front door and house numbers in approved locations
* A small "No Soliciting" sign on or next to the front door
* A political sign no larger than 3 ft. by 2 ft. in the Unit's window(s) for each candidate and/or ballot issue 45 days prior to and 7 days following a public election

No other sign, advertisement, notice or other lettering of any type shall be exhibited, displayed, inscribed, painted or affixed on the property, in any window or on any door without the prior, written permission of the Board.

28. **Flags.** The official flag of the United States of America may be displayed in accordance with the Federal Flag Code. An official service flag of a branch of the U.S. military service may be displayed during a time of war or armed conflict if the Unit Owner or a member of his/her immediate family is on active or reserve military duty. Flags must be no larger than 3 ft. by 5 ft. and must be on the Unit's door, in a window, or on the porch/balcony. No other flag, banner, ribbon, or bunting may be displayed outside of a Unit. Any poles in the ground must be approved beforehand. Do not drill through the siding or trim in order to install a flag bracket.

29. All **doors, windows and skylights**, including garage doors, screens, door jambs, weather stripping and hardware, are the responsibility of Homeowners to maintain, repair or replace. Broken windows or skylights and torn screens must be replaced by the Homeowner within 10 days. Maintenance of doors includes painting. Replacement doors should be as similar as possible in surface pattern to the originals, and must be painted the same color as the other doors in the building. Garage doors should be kept closed when unattended, for esthetic as well as for safety reasons.

30. Maintenance of the enclosed courtyard (townhome-style Units), front porch and balcony (condominium-style Units) is the responsibility of the Unit resident, and these areas shall be properly maintained. This includes landscaping and all planted materials in courtyards. If these areas are allowed to deteriorate to an unsightly, offensive or detrimental condition, the Board may fine the Homeowner following a hearing, and/or, with 30-days' notice, correct the condition and add the cost of same to the Homeowner's account. Weeds over 8 inches in height are a violation of City ordinance. Maintenance of the fence and gate is the responsibility of the Association. Any alteration to the fence or gate, and the erection of any structure taller than the fence or the planting of any trees must be approved beforehand in accordance with the provisions of this section. Any plants that will not grow higher than the fence do not require approval.

31. Clothing and other textiles may not be hung outside on any wall, furniture, fence, window, canopy, light fixture, or plant. **Retractable or folding clotheslines** that are not taller than the lateral fencing are permitted in the enclosed courtyard (townhome-style Units) or on the porch/balcony (condominium-style Units). You must contact the Board *via* the Managing Agent before attaching any clothesline. Approval for these clotheslines is not required, but approval for the style and manner of installation is, because the building exteriors are General Common Elements. Do not attach anything to the siding without first having obtained permission from the Board. The clothesline must be retracted or folded when not in use.

32. Window-mounted **air-conditioning units** that extend outward past the window sash are not permitted. Compressors for central air-conditioning may be installed on platforms in approved locations only. Maintenance of all A/C components and the platform is the responsibility of the Unit Owner. Whole-house attic fans may be installed, but this must be in accordance with specifications approved by the Board. You must contact the Board *via* the Managing Agent before beginning the installation of any vents. Approval for attic fans is not required, but approval of the style and manner of installation of vents is, because the roofs and building exteriors are General Common Elements. Do not cut or drill holes in the roof or siding without first having obtained permission from the Board. The Unit Owner is responsible for any damage or leaks that result from the installation of roof-top or gable vents.

33. **Solar-energy panels** may be installed on the roof, but this must be in accordance with specifications approved by the Board. You must contact the Board *via* the Managing Agent before beginning the installation of any solar panels. Approval for the panels is not required, but approval of the style and manner of installation is, because the roofs are General Common Elements. Do not cut or drill holes in the roof without first having obtained permission from the Board. The Unit Owner is responsible for any damage or leaks that result from the installation of solar panels.

34. Connection for cable television is pre-installed in each Unit. No additional exterior cable-television connection may be made.

Pursuant to regulations of the Federal Communications Commission, an exterior **reception device** may be installed in Limited Common Areas (the courtyard or fence for townhome-styles Units and the porch/balcony for condominium-style Units). If these locations are not suited to proper reception, the reception device must be installed in an alternate location that has been approved by the Board. While reception devices themselves do not require approval and cannot be denied, the manner of installation must be in accordance with specifications approved by the Board. You must contact the Board *via* the Managing Agent before attaching any brackets to the roof or building exterior, or before penetrating the siding for insertion of a cable, because these are General Common Elements. A Tenant must have permission from the Unit Owner before installing any reception devices. The Unit Owner is responsible for any damage or leaks that result from the installation of reception devices. The Homeowner is responsible for maintenance and removal, and for the cost to repair any damage incurred during the installation or removal of any reception device. Antennas designed for the purpose of transmitting or receiving radio signals (such as HAM or CB radios) are ***not*** allowed. When you move, please remove the dish or antenna, but you may leave the bracket.

 Definition, reception device: A satellite dish which measures less-than-39 inches in diameter (across), a microwave antenna, a television antenna or any other apparatus or device intended and designed for the sole purpose of receiving any television, radio, microwave, Internet or satellite signal or to receive and transmit multi-channel, multi-point distribution service. This does not include radio antennas. It does include the mast or pedestal to which the device is mounted and all associated hardware and cables. All devices that do not fit this definition are prohibited.

All reception devices must be registered with the Association, using the form on page 26. This form indicates the Homeowner’s acceptance of liability and responsibility for the maintenance and proper removal of the reception device.

35. No light, fixture, speaker, camera, electric wiring or device may be installed in the General Common Area without permission from the Board.

36. Winter-holiday decorations and/or lights are allowed, provided they are put up no earlier than Thanksgiving and removed no later than midnight of the following January 15. You may be asked to remove or tone down any lights or music that are disturbing or offensive to other residents. All exterior lights and wires must be UL® listed for outdoor use. No wire or cord may be laid across a walkway. Do not use nails or screws through siding or trim to hang ornaments or lights. Please exercise proper care when putting up and removing holiday decorations, and remember that you assume all liability for any personal injury that may result.

**Section VI ……………………………………………………………………………………………………………………………………………..Leased Units**

Cedar Cove II is a quiet and stable residential community. Owners who lease their Units are requested to keep the community’s character in mind when considering prospective Tenants. Tenants are subject to the covenants, rules and regulations in the same capacity as Owners. Fines or charges incurred by Tenants, their families and their guests become the responsibility of the Owner. Therefore, Owners of leased Units should provide copies of this manual to their Tenants.

37. All lease agreements must be written, and a copy of any lease must be provided to the Association upon request. All leases must contain a provision subjecting the Tenant(s) to the rules and regulations of the Association. All leases must be for at-least-6 months in length. No short-term leasing or subleasing is allowed.

38. The Owner(s) must report the name(s) and phone number(s) of Tenant(s) to the Managing Agent each time a Unit is leased. Off-site Owners must also notify the office of any changes in their own addresses and phone numbers

39. If a Unit is vacant for any period of time, the Owner is responsible for seeing to it that the Unit is secured, and that the thermostat in the winter time is set at 60° or higher in order to prevent pipes from freezing. The Owner is responsible and liable for any damage caused by burst pipes in the Unit and for consequential damages to the building or to the property of any other Owner. This includes paying for any water that was wasted while the line was broken.

40. Leasing of a Unit for business purposes is not permitted. (See also rule #6.)

Cedar Cove II Owners’ Association, Inc.

**RESOLUTION**

of the Executive Board

**INSURANCE CLAIMS AND RESPONSIBILITY FOR PAYMENT OF INSURANCE DEDUCTIBLE**

In the event of a casualty that causes damage to property insured by the Association pursuant to its *Declaration of Covenants, Conditions, and Restrictions*, a claim may be filed at the Board’s sole discretion with the Association’s insurance carrier if the cost to repair the damage exceeds the amount of the deductible. If a claim is accepted and paid by the Association’s insurance carrier, payment of the amount of the deductible is required to be made by the Owner(s) of the Unit(s) which suffered damage that was repaired and for which the claim was filed. This includes ***any*** repair, clean-up, replacement, restoration, mitigation, demolition or disposal, without regard for degree or amount. (For the purposes of this Resolution, a “Unit” includes anything within the 4 perimeter boundaries of the living space owned by and conveyed to an individual Owner. This also includes the interior of the deeded garage or carport, as well as the front porch or balcony.) In the event that repairs are made to more-than-1 Unit and paid for with proceeds from the Association’s insurance carrier, each of the affected Owners will be liable for his or her *pro-rata* share of the total deductible in the same proportion as the amount of insurance proceeds expended on their respective Units. In the event that either failure to perform periodic maintenance on the part of an Owner, or negligence on the part of a Unit’s occupant(s) or guest(s) was the proximate cause of the casualty, the entire amount of the Association’s deductible shall be paid by the Owner of that Unit. This Owner could also incur personal liability to the Association and to other affected Owners. If it can be proven that negligence on the part of the Association was the proximate cause of the casualty, the Association’s deductible will be a common expense of the entire Association. If there is damage to the Common Area outside of a Unit (*i. e.,* which does not extend into any particular Unit) payment of the deductible, or pro-rated portion thereof, will be a common expense of the entire Association.

The Association ***strongly*** advises each Homeowner to purchase an individual homeowner’s insurance policy specifically written for condominiums, known as an "HO-6" policy, and that this policy be written to cover payment of the Association’s deductible on any claim paid by the Association's insurance. Except in cases of negligence, the Association’s insurance policy never covers the personal belongings of an Owner or occupant. Any Owner who participates in a claim and benefits from the proceeds paid by the Association’s master insurance policy by having work performed on or in his or her Unit (*i. e.,* any Owner whose damage, regardless of extent, is repaired and paid for by these proceeds) is responsible for payment of the Association’s deductible as stated above, regardless of whether that Owner has his or her own HO-6 policy, whether this policy pays for any of the Association’s deductible, or whether that Homeowner elects to file a claim with his or her insurance carrier. The amount of the deductible owed by an Owner and not paid by an insurance carrier will become the personal financial liability of that Owner, will be added to his or her account, is due and payable within 30 days, and is collectible in the same manner as regular assessments. The Association’s Managing Agent will prepare an invoice of amounts owed by an Owner with respect to the Association’s deductible.

In the event of any casualty to a Unit or Units, all affected parties should notify their respective insurance carriers immediately. If there is any disagreement over liability for payment or allegations of negligence, the insurance carriers will allocate responsibility. The Association’s responsibility in all cases is limited to the provisions of its *Declaration of Covenants, Conditions, and Restrictions*.

*Duly adopted by the Executive Board at its open meeting on Nov. 9, 2006.*

**RESOLUTION OF**

**CEDAR COVE II OWNERS ASSOCIATION, INC.**

**SUBJECT**: Common Expense Assessment Allocation as between “condominium- style” Units and “townhome-style” Units.

**PURPOSE:** To provide notice of the Executive Board’s determination regarding the method of allocation, as set forth in the Declaration.

**AUTHORITY:** The Condominium Declaration for Cedar Cove II Condominiums, as recorded in the real property records of Arapahoe County, Colorado, on January 30, 1996, at Reception No. A6011410, and the First Amendment to Condominium Declaration for Cedar Cove II Condominiums, as recorded in the real property records of Arapahoe County, Colorado, on March 26, 1996, at Reception No. A6036294 (collectively “Declaration”), and Colorado law.

**PROPERTIES**

**EFFECTED:** The real property subject to the Declaration.

**EFFECTIVE**

 **DATE:** January 1, 2015.

**RESOLUTION:** Section 7(c) of the Declaration, as amended, provides, in pertinent part:

The Community consists of Units of different sizes and two different design types – “condominium-style” Units containing less than 1350 square feet of space, and “townhome-style Units” containing 1350 square feet of space or more. Common Expenses shall be assessed equally against all Units of similar type so that 45% of the Common Expenses [sic] the condominium-style Units and 55% of the Common Expenses are allocated to the larger townhome-style Units.

There are 68 Units in the Community, consisting of 30 condominium-style Units and 38 townhome-style Units.

The Executive Board hereby resolves that Common Expenses shall be assessed equally against all 68 Units, which results in the 30 condominium-style Units collectively paying approximately 45% of the Common Expenses, and the 38 townhome-style Units collectively paying approximately 55% of the Common Expenses.

**CERTIFICATION**: The foregoing policy and procedure was adopted by the Executive Board of the Association, at a duly called and held meeting of the Executive Board on November 13, 2014.

**CEDAR COVE II**

AUTHORIZATION AGREEMENT FOR DIRECT (“ACH”) PAYMENTS

As a convenience to me and in exchange for Association services, I hereby authorize The Cedar Cove II Owners’ Association, Inc. to debit my checking account in compliance with Federal and State laws. I authorize the amount of my current monthly assessment to be debited, in addition to any other amounts by which I may be delinquent. This authorization is to remain in effect until Cedar Cove II has received written notification from me in ample time to cancel it. Debits will be made between the 1st and the 10th of each month.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Unit address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

E-mail address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attach voided check here.

**CEDAR COVE II**

**VIDEO-RECEPTION DEVICE**

**REGISTRATION FORM**

UNIT OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER’S MAILING ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(if different than Unit address)

I am installing a 🞎 Satellite dish 🞎 Antenna

1. Diameter of satellite dish (not to exceed 39.7 inches): \_\_\_\_\_\_\_\_\_\_\_\_\_\_ inches

*or*

 Length of longest boom on antenna: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ inches

2. Describe where the reception device is located and how it is secured:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Name and phone number of contractor or company who is installing the reception device:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Height of mast (if applicable, not to exceed 12 feet): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ feet

This installation is in accordance with Association rule #34, which states:

 “Pursuant to regulations of the Federal Communications Commission, an exterior reception device may be installed in Limited Common Areas (the courtyard or fence for townhome-styles Units and the porch/balcony for condominium-style Units). If these locations are not suited to proper reception, the reception device must be installed in an alternate location that has been approved by the Board. While reception devices themselves do not require approval and cannot be denied, the manner of installation must be in accordance with specifications approved by the Board. You must contact the Board *via* the Managing Agent before attaching any brackets to the roof or building exterior, or before penetrating the siding for insertion of a cable, because these are General Common Elements. A Tenant must have permission from the Unit Owner before installing any reception devices. The Unit Owner is responsible for any damage or leaks that result from the installation of reception devices. The Homeowner is responsible for maintenance and removal, and for the cost to repair any damage incurred during the installation or removal of any reception device. Antennas designed for the purpose of transmitting or receiving radio signals (such as HAM or CB radios) are ***not*** allowed. When you move, please remove the dish or antenna, but you may leave the bracket.”

I will make sure that the reception device is installed in accordance with this rule. I accept personal and sole responsibility for the maintenance and upkeep of the reception device, and I will remove all materials which have been installed and repair any holes upon the sale of my Unit. I also accept responsibility for any personal injury or property damage that results from the installation and use of the reception device, and hereby indemnify and hold harmless the Association, the Executive Board and the Managing Agent from any costs or damages that may arise in connection with the installation and use of the reception device.

Unit Owner’s signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (not Tenant’s)

