

**SKYLINE ESTATES CONDOMINIUM**

**ASSOCIATION, INC.**

**ARVADA, COLORADO 80002**

**RULES AND  
REGULATIONS**

**EFFECTIVE JANUARY 1, 2017**

## **RULES AND REGULATIONS**

**PUBLISHED BY SKYLINE ESTATES CONDOMINIUM  
ASSOCIATION, INC. BOARD OF DIRECTORS 2014-2017**

**(SUPERCEDES RULES AND REGULATIONS DATED JANUARY 1, 2014)**

Whereas, the Board of Directors of Skyline Estates Condominium Association, Inc. (“Skyline Estates”) desires to establish, adopt, and enforce the following Rules and Regulations of the Association. These rules and regulations are intended to compliment the Condominium Declaration (“Declaration”). In the event of a conflict between these Rules and Regulations and provisions of the Declaration, the provisions in the Declaration shall prevail. The rules are in addition to state and local laws and ordinances, which provide for additional penalties. Wherever possible, local laws have been incorporated into these Rules and Regulations.

**NOW, THEREFORE, effective as of this January 1, 2017, the Board hereby establishes, makes and adopts the following provisions to the Rules and Regulations of Skyline Estates Condominium Association, Inc., Arvada, Colorado, 80002. This document supercedes Rules and Regulations dated January 1, 2014.**

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**SECTION 1. DEFINITIONS**

1. **ASSIGNED PARKING SPACES** are garage space and driveway space within Skyline Estates, which have been deemed to a specific Condominium Unit.
2. **COMMERCIAL VEHICLE** shall mean:
  - a. Any van or truck rated over one-quarter ton, which is outfitted with a flat bed, utility box, racks to transport ladders, pipe, tires, glass, or other material generally accepted to be of a business or commercial nature (any truck or van or any motor vehicle) adorned with signage or lettering of a business or commercial nature.
  - b. Shall also include any motor vehicle that is wider than the standard vehicle width of 11 feet, and trailers and other equipment generally used for business and commercial purposes.
3. **COMMON ELEMENTS.** General Common Elements and Limited Common Elements shall have the same definition in the Rules and Regulations as they have in the Condominium Declaration.
4. **CONTINUING VIOLATION.** Any violation shall be deemed a separate offense for each 24-hour period the violation continues.
5. **GUEST** shall mean invited person. Owners and renters are responsible for their guests.
6. **INOPERABLE VEHICLE** shall mean any vehicle that cannot travel under its own power, be safely operated on the highways of the state of Colorado, or any vehicle not currently displaying valid license plates.
7. **NUISANCE ANIMAL** shall mean any animal that consistently deprives other residents of their right to peaceful enjoyment of their property.
8. **OPERATING A BUSINESS** shall mean transactions of a commercial nature. This includes, but is not limited to, exchange of services or goods for money. Lack of a business license is not a defense to a charge of operating a business.
9. **OWNER** shall have the same definition in the Rules and Regulations as set forth in the Condominium Declaration.

10. **OVERSIZED VEHICLE** shall mean any vehicle rated larger than a ¾-ton pickup truck and vehicles longer than 16 feet or wider than 6 feet.

11. **PETS** shall mean animals generally thought of as household pets, including but not limited to, dogs, cats, fish, and birds. Exotic animals may not be kept, in accordance with state and federal law.

12. **PROPERTY** shall mean all the real estate subject to the Condominium Declaration.

13. **RECREATIONAL FACILITIES** are comprised of the clubhouse, swimming pool and all improvements existing on the Common Elements generally used for rest, relaxation, or recreation.

14. **RECREATIONAL VEHICLE** shall mean and refer to any motor vehicle licensed as a Recreational Vehicle, designated as a Class C through Class A motor home, equipped with a camper extending over the cab or the rear bumper of the vehicle, not licensed for highway use. **Recreational Vehicle** shall also include camping trailers, boats, jet skis, and other similar objects with the primary purpose of recreation.

15. **RENTER/TENANT** is anyone other than the Owner who resides within Skyline Estates. Owners are responsible for infractions committed by renters and tenants.

16. **RESIDENT** is anyone occupying a unit within Skyline Estates: owners and renters.

17. **STORED VEHICLE** shall mean a vehicle that is not consistently driven. Factors to be considered in determining if a vehicle is stored are:

- a. Has the vehicle been used for transportation in the past five days?
- b. Does the Owner have another vehicle that is used for transportation to the exclusion of the stored vehicle? and
- c. Is the Association's General Common Elements being used merely to store a vehicle the owner uses infrequently?

18. **UNAUTHORIZED VEHICLES** are those belonging to persons not living, renting, or visiting a resident at Skyline Estates.

19. **VICIOUS ANIMAL** shall mean an animal that has demonstrated a propensity to bite, molest, or harass other people, their pets, or their property.

## **SECTION 2. ANIMALS**

Owning an animal is a privilege and a big responsibility. Skyline Estates Condominium Association (hereafter "the HOA") supports the humane treatment of animals on the premises and complies with City and County ordinances that serve to protect the public health and safety, and to protect animals from cruel treatment, neglect, and injury. Incidents of abuse and/or neglect are considered fine-able offenses and trigger a report to Arvada Animal Control. All pet owners and visitors must comply with these rules:

### **1. PROHIBITED ANIMAL ABUSE AND/OR NEGLECT INCLUDES, BUT IS NOT LIMITED TO:**

- a. Failure to provide adequate food, water, shelter, opportunity for exercise, socialization, grooming, and veterinarian care,
- b. Intentional acts of cruelty such as abandonment, harassment, or torture,
- c. Striking of any animal, anywhere on the animal's body, head, or extremities with any object or human body part,
- d. Administering, or causing to be administered, any element that may cause suffering, bodily harm, or death to any animal, to include any poisonous, toxic, or hazardous material of any kind,
- e. Leaving pets unattended and confined to garages, patios, or decks. This is especially cruel during extreme cold or hot weather,
- f. Leaving pets leashed or tied to any object on the Common Elements such as, but not limited to, trees, posts, and railings (to include porches and balconies).
- g. Pests inside of units, to include rodents and insects, shall be eliminated in a humane manner. So-called starvation traps are strictly prohibited.

**2. IN ADDITION TO THE ABOVE, THE FOLLOWING LAWS/ORDINANCES/RULES SHALL APPLY TO ALL PET OWNERS, PET SITTERS, AND PET GUARDIANS RESIDING IN, OR VISITING THE SKYLINE ESTATES CONDOMINIUM COMMUNITY:**

1. Pets must be controlled on a hand-held leash or carried while on the Common Elements. The leash may not be longer than six (6) feet. Unleashed pets put both residents and pets at risk. Pets may not roam unleashed outside of any unit, including inside garages when the garage door is open.
2. Owners are responsible for all property damage, injury, or disturbances caused by their pets or the pets of their family, guests, or tenants.
3. Pets shall not be permitted to deprive other residents of their right to peaceable enjoyment of their property. Excessive barking by dogs is a sign of inadequate exercise or socialization and constitutes neglect.
4. It is required that all dogs and cats be vaccinated against rabies by a licensed Colorado veterinarian. The vaccination must be performed within 30 days of pet acquisition. Dogs and cats are required to wear their rabies tags on their collar at all times on the Common Elements.
5. All dogs residing in Arvada are required to be licensed through Jefferson County Animal Control. The license must be worn on the collar at all times.
6. Owners are required to promptly remove feces left by their pets and dispose of the waste in the pet stations located on the property for this purpose. This applies to any solid waste left by a pet on the General and Limited Common Elements. This removal is to take place at the time of occurrence.
7. Vicious or nuisance pets shall not be kept within the property. It shall be unlawful for a person to own a vicious animal unless that pet animal is muzzled and on a secure leash under the control at all times by a person at least eighteen (18) years of age.
8. Pets are not allowed in the clubhouse, pool or hot tub area.
9. There shall be no more than three (3) pets permitted per household. Pets owned by a Skyline Estates resident prior to January 1, 2006, shall be “grandfathered” in. Should that pet pass on or the pet owner loses the pet, the owner must comply with the regulation of three (3) pets per household only.

10. No animals may be kept or bred for commercial purposes.
11. No animals may be transported in an open bed truck in such a manner as to permit the animal to jump or be thrown from the vehicle.

*Violations. Please see Penalties and Enforcement, Section 18.*

### **SECTION 3. TRASH/RECYCLE REMOVAL**

At the time of publication of this document, trash is picked up on Wednesdays by a removal service contracted by the Board of Directors and the HOA. If a holiday falls on your trash day, your trash will be delayed by one day.

1. Trash/recycle may be set out no sooner than 6:00 pm the evening prior to pickup day. Trash and recycle containers **MUST** be removed after pickup by 11:59 pm the same day.
2. Trash/recycle should be placed neatly near the end of your sidewalk not on your grass area, as this will kill the grass.
3. Trash and recycle items shall be placed in approved containers issued by the trash contractor only. Trash shall be placed in the container with the same color lid as the container; recycle items shall be placed in the container with the gray lid. Trash is picked up each week; recycle is picked up every other week on the same day as trash pick-up.
4. The use of paper bags, flimsy grocery bags, white trash bags designed to line the interior of your indoor trash can only, open boxes or other open containers for trash is not allowed. The trash company will leave such items behind per instructions from the Board. Failure to secure your trash and/or allowing an animal/birds to get into the trash may result in fines for clean-up fees after notice and opportunity for a hearing.
5. Trash and trash containers must be kept inside the garage, out of sight from the common elements from trash day at midnight until the night before trash day at 5:59 pm. No trash or trash containers are to be stored behind shrubbery or in graveled areas, on patios/decks/balconies, or in the front of the unit. Grounds maintenance will remove all containers not stored properly and/or homeowners may be fined after notice and opportunity for a hearing for unsightly storage. Our grounds are easily kept in good order with minimal effort.



6. Large items left for the trash company to pick up such as furniture, water heaters, etc., are the financial responsibility of the unit owner. If the Association is billed for a large item pick up, the unit owner responsible will be billed back the charge for the pick up.

*Violations. Please see Penalties and Enforcement, Section 18.*

#### **SECTION 4. GARAGES, VEHICLE STORAGE AND PARKING**

##### **1. Garages.**

a. General Use. Garages are for storing vehicles. Owners/tenants shall NOT utilize their garage for storage to the point that an automobile will no longer fit inside. Vehicles are to be stored in the garages, primarily, and driveways, secondarily. Owners/tenants who do not have a vehicle in their household may use garages for storage but may NOT create a fire hazard.

b. Commercial Use. Owners/tenants shall NOT operate a business from a Unit, a Garage, or any Common Element within Skyline Estates. This includes, but is not limited to, professional practices and the manufacture or sale of goods. Examples include, but are not limited to, receiving clients on the premises for the purpose of providing services, operating a franchise, or manufacturing products using the unit or garage as workspace. Owners/tenants telecommuting for a third-party employer are exempt but must work from inside their unit, not the garage.

c. Garage Doors. Owners are responsible for maintaining garage doors in good working order and unblemished. Additionally, garage doors shall NOT remain open except when the owner or tenant is present in the garage. Open garages are unsightly and unsafe.

d. Hazardous Materials. Owners/tenants shall NOT store hazardous and/or flammable materials in garages. Such materials are a hazard to the community as a whole.

##### **2. Vehicle Storage.**

a. Oversized, Commercial, or Recreational Vehicles. Owners/tenants may not park or store oversized vehicles, commercial vehicles, or recreational vehicles of any kind on the property.

b. Personal Employment Vehicles. Owners/tenants may park personal employment vehicles (business vans, taxicabs) on the premises so long as these are

not oversized vehicles. However, personal employment vehicles count as the owner/tenant's vehicle and must be parked in their garage or driveway.

c. *Inoperable/Covered Vehicles.* Inoperable or covered vehicles are prohibited on the property except within a garage. Covered vehicles are not permitted because parking passes are not visible. Inoperable or covered vehicles shall be subject to immediate towing without further notice (these Rules and Regulations serve as notice). Retrieval, storage, and towing costs will be the responsibility of the vehicle owner.

d. *Motorcycles.* Motorcycles are required to use an adequate size block placed under the kickstand in order to prevent the creation of holes in the asphalt.

e. *Licensure.* All vehicles on the premises MUST be currently licensed or kept in garages. Unlicensed vehicles left in Limited Common Areas (driveways) or Common Areas are subject to immediate towing without further notice (these Rules and Regulations serve as notice). Retrieval, storage, and towing costs will be the responsibility of the vehicle owner.

f. *Washing/Maintenance.* Vehicles may NOT be washed in the Common or Limited Common Areas (to include driveways). Vehicle maintenance or repair may only be performed within a garage and may NOT be performed in the Common or Limited Common Areas (to include driveways).

g. *Driveway/Parking areas and Soiling.* Owners/tenants will be responsible for cleaning up Common or Limited Common Areas (to include driveways) soiled by their own vehicles or vehicles of family, visitors, guests, and invitees. This includes, but not limited to, oil stains on driveways and parking spaces. Oil stains are unsightly and pose a safety hazard.

3. ***Parking.*** Skyline Estates Condominiums is private property and the space is limited. Therefore, the following parking rules shall apply to all owners and residents:

a. *General Rules.*

i. Vehicles shall be parked primarily in garages and secondarily in driveways. Owners/residents shall NOT park in visitor parking when their garage is (or should be) available or if their driveway is (or should be) available.

ii. Owners/residents should not utilize visitor spaces for convenience, such as unwillingness to “swap” vehicles between garage and driveway space. Parking spaces are limited in the community; please be courteous.

iii. Vehicles shall NOT be double parked, parked so as to block other spaces/driveways/garages, parked in fire lanes, or parked on a sidewalk. Vehicles so parked shall be towed without further notice (these Rules and Regulations serve as notice). Retrieval, storage, and towing costs will be the responsibility of the vehicle owner.

iv. No diagonal parking is allowed.

v. Owners and tenants will be responsible for the legal parking of their family members, guests, and invitees.

vi. All residents are asked to not use visitor spaces adjacent to buildings for their own vehicles. Residents will please use other parking spaces for vehicles left on the premises regularly and leave building-adjacent parking for guests.

b. Parking Passes.

i. GENERAL RULES

A. Each unit shall be entitled to two resident passes (blue) and two visitor passes (red).

B. Parking passes are numbered and each unique number shall be assigned and cross-referenced to each unit.

C. Owners must sign for parking passes or, in the alternative, provide written authorization (with signature) to a property manager to sign. However, even when a property manager signs, the owner shall remain ultimately responsible for the parking passes.

D. Lost or stolen parking passes shall be reported immediately to the Board of Directors and to the Management Company. Replacement passes may be obtained at a cost of \$250.00 each. In the case of a stolen pass (in a stolen purse or car or similar), a police report may be submitted in lieu of the \$250.00.

E. Unless the resident or visitor vehicle is parked in a garage or driveway (if the unit has a driveway), the vehicle **MUST** display the parking pass prominently by hanging it from the rearview mirror. If a sunshield is used, the pass must be clearly visible from a side window. Vehicles may not be covered when parked in such a way as to require a parking pass.

ii. **PARKING RULES**

A. Vehicles parked in garages and/or driveways shall not be required to display parking passes.

B. Vehicles parked in Common Parking (visitor parking spaces) shall not be required to display parking passes **UNLESS** parked overnight or longer.

C. Vehicles parked in Common Parking with either Resident Parking Passes (blue) or Visitor Parking Passes (red) shall not remain so parked more than 7 days. Vehicles must be moved to ensure that inoperable vehicles are not left in visitor parking by virtue of displaying a parking pass. Vehicles not moved after 7 days shall have a notice affixed to the driver's side window indicating that the HOA shall tow the vehicle at owner's expense and indicate the date to be towed (48 hours after tagged). Retrieval, storage, and towing costs will be the responsibility of the vehicle owner.

D. **Special Circumstances.** On rare occasions, special circumstances may arise that may necessitate a vehicle parked in Common Parking, with displayed Parking Pass (blue or red) for more than 7 days. Such circumstances may include, but not be limited to, residents on vacation whose house-sitter is utilizing the garage and/or driveway, or visitors staying longer than 7 days for whom use of the host's garage or driveway is impractical. Residents shall, in such cases, make advanced application, in writing, to the Management Company to avoid towing. Application (by letter or e-mail is sufficient) shall include the reason for the special circumstance and the inclusive dates. Approval of such vehicle storage in special circumstances shall be on a case-by-case basis.

*Violations. Please see Penalties and Enforcement, Section 18.*

**SECTION 5. (OBSOLETE – INCORPORATED INTO SECTION 4)**

**SECTION 6. PATIOS/DECKS/BALCONIES (hereafter "Decks")**

1. Decks must be maintained in a presentable manner and may not be used for storage or any objects that extend above the railing and beyond the confines of the deck, without written permission from the Board of Directors. Only deck furniture, deck items, and outside children's toys shall be permitted on the deck areas.
2. Storage of sandboxes, bicycles, and other recreational equipment on decks is strictly prohibited.
3. The use of charcoal or wood-burning grills is not allowed on decks or the Common Area of the property, to include garages, driveways, sidewalks, streets, and parking areas. The amended 2003 International Fire Code allows liquefied-gas petroleum-fueled cooking devices (propane, natural gas) with a water capacity up to twenty (20) pounds that may be used on decks and driveways.
4. No signs or articles, such as but not limited to garments, rugs, household items, are to be hung on or over the railing of the decks.
5. No flammable, combustible, or explosive fluids, chemicals, or substances shall be kept within the deck or Unit.
6. Deck areas must be kept clean.

*Violations. Please see Penalties and Enforcement, Section 18.*

**SECTION 7. COMMON ELEMENTS & USE THEREOF**

1. The irrigation system, sprinkler heads, electric and irrigation control boxes are an HOA responsibility and are not to be opened, broken, written on, or damaged.
2. Soliciting is strictly forbidden.
3. LITTERING is strictly forbidden. Trash, cigarette butts, spitting, etc. traced to an Owner will result in a fine assessed against the Owner as well as the cost of clean-up.
4. Potted flowers and plants and other garden decor are permitted on decks and on the pavement in front of Units (Common Elements) as long as no safety hazard

is created. Owners are strictly responsible for such items on Common Elements.

5. No Owner or tenant shall cause other personal property, trashcans or bags, supplies, or other articles to be placed or stored on the Common Elements.
6. No offensive, hazardous, or annoying activities will be acceptable. These include, but are not limited to, revving of loud engines, shouting on the street, prank ringing of doorbells, USE OF FIRECRACKERS and other noisemakers, etc.
7. Roller-skating, roller blading, and riding unlicensed scooters are prohibited on the Property.
8. The speed limit on the Property is 15 mph. Owners will be liable for damages caused by excessive speeding.
9. Any negligent or intentional act of an Owner, their family members, guests, or tenants resulting in loss or damage shall be the financial responsibility of the Owner.
10. Personal property such as furniture, bicycles, BBQ grills, play structures, toys, tools, equipment, etc. may not be left unattended on the General Common Elements. Agents of Skyline Estates will remove property left unattended.
11. No exterior additions or alterations to any building or a change in structure shall be commenced, erected, or maintained without prior written approval of the Board of Directors.
12. Individual holiday decorations will be allowed on the decks and front doors only. Holiday decorations may be displayed for thirty (30) days prior to the holiday and for thirty (30) days following the holiday. Note: flags are covered under a separate rule.
13. **Accessing dangerous common elements:**

All residents (owners and tenants) and their guests are strictly forbidden from accessing dangerous common elements at any time, except as an escape route in an emergency (fire, flood, etc.). These include, but are not limited to roofs, gutters, trees, and perimeter fences. In practice, this means that no one shall climb trees, fences, building facades, lampposts, signage, and the like. Also forbidden is setting ladders against the building exteriors for any reason. Further, no one shall use windows, sliding glass doors, decks or patios to access roofs. If you need to

access dangerous common elements, please contact the fire department (in the case of trapped persons or animals) or the management company (for any other reason).

*Violations. Please see Penalties and Enforcement, Section 18.*

### **SECTION 8. DISTURBANCES**

1. Owners, tenants, family members, guests, invitees, and pets are to avoid excessive noise of any type, at any time, and are to be considerate of the welfare of other residents at all times.
2. Quiet hours are from 10:00 pm to 6:00 am, every day.

*Violations. Please see Penalties and Enforcement, Section 18.*

### **SECTION 9. SIGNS**

No sign of any kind may be displayed on the Property without the prior consent of the Board of Directors with one exception: one (1) “for sale” or one (1) “for rent” sign may be displayed inside a unit window or storm door. This exception does not require prior approval. For units that do not have a window facing the street, for sale and for rent signs may be affixed to the metal railing with plastic zip ties or other plastic ties that do not damage the railing.

*Violations. Please see Penalties and Enforcement, Section 18.*

### **SECTION 10. RENTAL PROPERTY**

1. The Owner of a Condominium Unit shall have the right to lease their Unit within the confines of the Declaration. **Unit Owners are financially responsible to the HOA for all assessments, any and all damage caused by a tenant, their family members, guests, invitees, pets, and any and all fines for violations of the Declaration and Rules and Regulations.**
2. No Owner may lease less than the entire Unit.
3. All tenancies must be subject to a written lease and have an initial term of at least six (6) months.

4. **It is the Owner's responsibility to provide a copy of the HOA's Declaration and Rules and Regulations to their tenant(s) and advise the tenant(s) that Skyline Estates is a covenant-controlled community.**
5. **The Owner is responsible to notify the management company of the names and phone numbers, email address, make, model, color, license number of autos of his tenants and provide a copy of the lease within ten (10) days of lease.**
6. **The Owner is required to include a signed statement, with the copy of the lease, that the tenants have received a copy of the Declaration and Rules and Regulations and been advised that the Association is a covenant-controlled community.**
7. **The Owner is required to maintain homeowners' insurance and provide proof of insurance to the Management Company. Tenants are encouraged to have renter's insurance.**
8. Zoning laws for your local county determine the number of tenants per Unit.
9. Owners shall comply with all federal and state laws and all local regulations concerning the use and rental of their properties and shall indemnify the Association against all claims, damages, and attorneys' fees and costs in the event of non-compliance. Owners are required to install and maintain in good working order smoke detectors and carbon monoxide detectors in their units.

*Violations. Please see Penalties and Enforcement, Section 18.*

**SECTION 11. (OBSOLETE – INCORPORATED INTO SECTION 4)**

**SECTION 12. CLUB HOUSE USE**

1. Residents must make a reservation for the use of the clubhouse fourteen (14) days in advance, through the PROPERTY MANAGER.
2. Owners with a delinquent account shall be deprived of the use of the clubhouse and other recreational facilities, after notice and an opportunity to be heard.



3. Clubhouse rental is \$50.00 per day or event, payable no later than seven (7) days prior to use. After use, the Clubhouse shall be left clean, tidy, and properly secured. Owners are liable for all damage and any necessary cleaning of HOA property during the use of the clubhouse. The cost of the damage or cleaning will be assessed against the Owner's account. The amount will be collectable in the same manner as an assessment.

4. The clubhouse is for private use of Residents of Skyline Estates. **Public use is strictly prohibited.** If it comes to the attention of the HOA that the clubhouse is being used for a public function, the HOA may ask all parties to leave, and impose fines for the violation after notice and opportunity for a hearing.

5. The Owner agrees to hold harmless, and indemnify the Association for any and all claims arising from the use of the clubhouse.

6. **Clubhouse rental DOES NOT include use of the pool or hot tub.**

7. **No Alcoholic beverages, except beer and wine, are permitted in the clubhouse.** Owners are liable for all damage that may result as a consequence of excessive alcohol consumption. Owners are responsible for ensuring that minors do not have access to alcohol.

8. Animals are not permitted in the clubhouse.

*Violations. Please see Penalties and Enforcement, Section 18.*

### **SECTION 13. 2020 POOL/HOT TUB USE**

1. Daily Hours: 8:00 am to 10:00 pm during the season. Violations may result in trespassing charges, even to residents. *Due to COVID-19, each resident and their guests may only utilize the pool/deck area for a maximum of two (2) hours at a time during any given day.*

2. *No more than ten (10) parties may be in the pool/hot tub/deck area at any one time.*

3. *Social distancing is required on the deck. Residents/Guests must remain six (6) feet apart unless they are members of the same family.*

4. *Pool Furniture will be available, but will not be regularly disinfected.*

*Residents are strongly encouraged to not use the pool furniture and to bring your own chair.*

*5. Bathroom facilities are closed for the 2020 pool season.*

6. There is NO LIFEGUARD ON DUTY. All persons swim at their own risk.

***Warning. The Association has installed cameras in the pool area and has the ability to monitor those cameras 24/7. The Association reserves the right to close the pool at any time.***

7. Guests MUST be accompanied by a resident. Violation may result in trespassing charges. Each unit is limited to two (2) guests at one time.

8. Animals are not allowed in pool or hot tub areas.

9. No glass containers are allowed in the pool area.

10. Persons less than 16 years of age must be accompanied by an adult resident 18 years or older.

11. Persons with delinquent accounts shall be prohibited from pool/hot tub use until their account is current.

12. The pool gate MUST be kept locked at all times. Insurance coverage stipulates that the gate may NOT be propped open or unlocked at any time.

13. Appropriate swimwear must be worn and only appropriate swimwear is allowed in the pool or hot tub. No cutoffs, jeans, shorts, etc. are permitted. Violations can result in damage to pool and hot tub equipment. The responsible owner will be charged for repairs as well as be assessed a fine.

14. The pool and hot tub cannot be reserved for private use.

15. Trash containers are provided for the disposal of any trash present in the pool area. Violation can result in damage to equipment. The responsible owner will be charged for repairs as well as be assessed a fine.

16. No horseplay or rowdiness will be permitted in the pool area. All posted rules must be obeyed at all times. Pool and hot tub use privileges may be suspended in addition to fining.

**17. Pool keys may not be transferred, loaned, or given to non-residents of Skyline Estates.** Violation will result in trespassing charges against the non-resident as well as a fine against the owner and may include part or all of the cost for re-keying the pool gates and issuing new keys to all authorized persons. Replacement keys for the pool and hot tub are \$250.00 (resolution passed when pool re-keyed and new keys issued in April 2016). Payment must be submitted at time of picking up the key.

18. **Alcoholic beverages are NOT permitted in the pool or hot tub area.**
19. Upon leaving the pool, umbrellas shall be closed and tied. Failure to do so may result in damage to the equipment. The responsible Owner will be charged for repairs/replacement as well as be assessed a fine.
20. Residents are advised that the Arvada Police Department will respond to calls for trespassing in the pool/hot tub area and residents are encouraged to make such reports. However, the police department cannot and will not take action on anonymous calls and will require a complaining witness to be identified in order to take action.

*Violations. Please see Penalties and Enforcement, Section 18.*

#### **SECTION 14. WATER USAGE/FURNACES**

Since water is a common expense:

1. Owners/tenants shall, should they have leaking, dripping faucets, running toilets, etc., have the problem fixed immediately. Failure to do so will result in the excess water costs assessed against the Owner's account.
2. Vehicle washing is prohibited on the property.
3. Avoid excess watering of plants and flowers.
4. Unit owners are responsible for the hot water heaters in their units. Please have these maintained regularly to avoid them from going bad and causing damage to the unit or other owners' units. Damage to other units and HOA property will be the responsibility of the owner.
5. **FURNACES/AIR CONDITIONERS/FIREPLACES/SMOKE DETECTORS/CARBON MONOXIDE DETECTORS:** Owners are encouraged to keep their furnaces, air conditioners, fireplaces, smoke detectors, and carbon monoxide detectors in good repair. Owners will be liable for any damage as a consequence of neglect.

*Violations. Please see Penalties and Enforcement, Section 18.*

**SECTION 15. EXTERIOR ITEMS**

**1. SATELLITE DISHES:**

After our extensive deck repairs/replacements, we became aware that the decks are sophisticated engineering mechanisms that may not be compromised by bolts or nails of any kind. Piercing of water protection below the surface of the siding and handrails or trim will negate the warranty on the new decks and in the case of all decks, may lead to further water intrusion. Owners will be liable for any damage to their own Unit, as well as any other Unit, or building for failure to comply with these rules. If this occurs, Owners will be further required by law to disclose their failure to maintain the building-waterproofing envelope to any potential buyers.

Owners/tenants who, after their deck was renewed during the construction defect repairs in 2010/2011, failed to follow instructions given by the construction project manager, and have mounted satellite dishes back onto the deck handrails, trim, or any siding on the deck or buildings, will NOT be grandfathered in as all owners were advised during the construction that this was not permissible.

In light of information received from structural engineers during the construction defect repairs, and other considerations, the following will apply:

a. No one may be restricted from obtaining a satellite dish. However, satellite dishes may NOT be installed at any location in the Skyline Estates Condominium Association, Inc. community without written permission of the Board of Directors.

b. Prior to installation, any homeowner or resident wishing to obtain satellite dish service MUST provide a written request to the Board of Directors via the property management company. Remember to allow enough time for your written request, and the Board's written response.

c. A member of the Board of Directors will visit the unit location and mark as many available spots as can be located. After marking, a photograph will be taken of the marked spot or spots and a written response with all pertinent

information will be provided to the homeowner.

d. The homeowner may then proceed to contact the satellite dish company and have them proceed with getting city water and utilities out to make their markings.

e. The satellite dish MUST then be placed in one of the locations indicated by the Board of Directors. Failure to do so will result in removal of the dish, at the homeowner's expense. Any damage to the property will also be remedied at the homeowner's expense.

Notes to Board members:

*Satellite dishes may NOT be approved for mounting to any part of the buildings, roofs, trim, gutters, siding, and decks (to include handrails and trim), except non-HD dishes, which may be mounted on the trim under the gutters on the top floor of the building. Satellite dishes that ARE HD are approximately three times heavier than non-HD dishes, according to DIRECTV and DISH Network. HD dishes therefore MUST BE POLE-MOUNTED in the ground. Cables from the dish may be attached to downspouts with plastic ties and may follow the contours of the deck or balcony ONLY if tacked into place, not nailed.*

***Failure to comply within 30 days of the effective date of these Rules and Regulations will result in a fine of \$50.00 for every seven (7) days of non-compliance.***

2. **SUNSHADES/AWNINGS** *(Italicized portions below updated April 8, 2020 due to the new building colors)*

a. Garden-level and mid-level Unit owners/tenants may have a sunshade installed on their deck without prior approval of the Board. The following shall apply:

i. *The shade must be white, gray, black or Navy blue (no other variations of blue permitted)* in color and may not include printed words, logos, or other decorations or prints,

ii. Any shade shall mount to the underside of the outermost beam.

iii. Sunshades shall remain rolled up during winds to avoid building damage and may not be left down when the resident is not at home.

b. The HOA recognizes that top-floor Units were not built to include any kind of protection against the sun, which can be extremely hostile in our environment. Therefore, the following will apply to top-floor Units **(only)**:

i. Awnings must be white, *gray, black or Navy blue (no other variations of blue permitted)*,

ii. Awnings must be motorized, to include an automatic roll-up function in case of wind (wind sensor),

iii. Owners must ensure that they comply with city regulations, including procuring a permit.

3. **AIR CONDITIONERS:** Window air conditioners are permitted from April 1 through September 30 of the year and **MUST** be removed by October 1. Freestanding indoor air conditioning units must be properly vented. Fines are in effect for noncompliance after a written notice has been sent and an opportunity of a hearing.

4. **SWAMP COOLERS:** Swamp coolers are strictly forbidden.

5. **WINDOWS:** unit owners are responsible for keeping window screens and frames in good condition. Screens shall be replaced if torn and bent. Owners are also responsible for broken windows and shall have them replaced immediately. Silver reflective window coverings are not allowed. Window coverings shall have white or cream color backing. Owners shall ensure that all windows and sliding doors are appropriately dressed. Sheets and other household linens as window dressing are prohibited.

6. **DOORS/SCREEN/SECURITY DOORS:** All doors and windows are the unit owner's responsibility to maintain and repair. If a unit owner wishes to replace the door(s) and/or window(s), it shall be in the same style as the previous window or door. Screen/security doors are permitted without Board approval but must be white in color.

7. **TOYS/DECK FURNITURE:** Children's toys, deck furniture, etc. shall be placed only on the decks, not in the front of the units or on Common Elements.

8. **EXTERIOR CHANGES:** Any exterior changes such as, but not limited to, windows, central air conditioners and doors/doorframes shall have Board approval prior to the work being done. If an external lamp impedes installation of storm/security door, contact the Management Company.

9. **LANDSCAPE:** Persons shall not drive vehicles, ride bikes, scooters, skateboards, roller skate, or roller blade on the landscaping. Damages to the landscaping will be the responsibility of the unit owner. Persons shall not play with or throw rocks. Unit owners will be responsible for any damages caused to the property or other unit owners' property caused by throwing rocks or any other projectiles.

10. **FLAGS:**

a. **American Flag:** The display of the American Flag by a unit owner may be installed in a unit window if the American Flag is displayed in a manner consistent with the Federal Flag code, P.L. 94-344; 90 Stat. 810; 4 U.S.C. 4 to 10.

b. **Service Bearing Flag:** Unit owner's may display a service flag bearing a star denoting the service of ONLY the unit owner or a member of the unit owner's immediate family in the active or reserve military service of the United States during a time of war or armed conflict only, on the inside of the unit window or inside of unit door.

c. **State Flag:** The display of the Colorado Flag is permitted. You may not install inside unit windows or on unit door.

d. **The American Flag (only)** may also be displayed on the outside of the building, with a proper flag mount attached to trim only, without approval by the Board of Directors.

*Violations. Please see Penalties and Enforcement, Section 18.*

## **SECTION 16. INSURANCE**

In the basic insurance package for the HOA, the policy insures the HOA for liability for bodily injury and property damage relating to acts, which might occur on common property. Each owner, however, shall be responsible for obtaining his/her own insurance for liability arising within his/her owner unit, as well as protection of the personal property within the unit. Some issues include:

1. **GENERAL LIABILITY:** the General Liability package for the HOA carries protection for personal injury resulting from the common elements.
2. **PROPERTY DAMAGE:** HOA Insurance as a result of fire or wind would generally cover damage to a building. Items owned by a resident damaged by fire or wind, however, are expressly NOT covered by HOA Insurance. Items inside the unit that installed at the time the unit was originally built, such as cabinets, carpeting and trim are generally covered. However, items that have been added or installed since the units were originally built, are expressly NOT covered by HOA Insurance, and must be covered by the owner in his personal insurance protection. Everyday wear and tear is NOT covered.
3. **DIRECTORS AND OFFICERS LIABILITY:** the HOA maintains a liability insurance policy for its officers, directors and board members. This coverage protects these volunteers against any negligent acts on their part while conducting the affairs of the HOA.
4. **PERSONAL PROPERTY COVERAGE:** the HOA's policy does NOT cover damage to or loss of personal property; owners must, therefore, be responsible for maintaining their own protection to compensate for any personal loss or damage.
5. **DEDUCTIBLE:** the HOA's insurance policy has a deductible provision. If an owner, his family or guests, an owner's tenant, their family or guests has a claim, the deductible will be required from the owner, unless the Board of Directors expressly approves payment of the deductible by the HOA. If an increase in the HOA's insurance premium or deductible is caused by the negligence of an owner, his family or guests, the owner will be responsible for such increase in insurance and/or deductible.



6. **CLAIMS:** if an owner wishes to make a claim on the insurance policy, or to report damage, the owner should contact the Management Company, who will advise the owner. Do NOT have items repaired before contacting the Management Company. Do NOT contact the HOA's Insurance Agent prior to getting directions from the Management Company on how to proceed with your claim.

### **SECTION 17. DUES**

1. Dues are monthly fees paid by the owners to the HOA. Dues pay for the operation and care of the property in order to maintain its value and aesthetics. Dues are budgeted based on actual expenses and fees anticipated for the repair and maintenance of the Common Elements.

2. Monthly dues are subject to change based on the repairs, maintenance and inflation expense each year.

3. Monthly dues are due the first of each month. Make checks payable to "Skyline Estates Condominium Association" and include your coupon with your payment. Mail to the address on the coupon.

4. Automatic payments (ACH) for monthly dues may be arranged by contacting the management company to complete the necessary paperwork. ACH is taken on the 5th of each month, with the following exceptions:

- if the 5th falls on a Saturday or Sunday, dues will be removed the Monday after;

- if the 5th falls on a Federal Holiday, dues will be removed the next business day after the holiday.

5. **LATE FEES ON ASSESSMENTS:** Monthly dues are due the 1st day of each month. The monthly dues are late after the 10th of each month. There is a late fee of 21% per annum, a processing fee for each month late, a demand letter fee after the second month late, and Lien fees. If you have any questions concerning your account, please contact the Management Company.

6. **LEGAL ACTION:** delinquent accounts shall be forwarded to the HOA's attorney for appropriate legal action if owners do not clear delinquent accounts upon notice from the Management Company. Owners are advised to handle their delinquent account prior to referral to the HOA's attorney to avoid more extensive legal fees, which shall include attorney fees, court and further administrative fees.

### **SECTION 18. FINES AND ENFORCEMENT**

1. Enforcement procedures under these Rules and Regulations may be exercised independently of any enforcement action taken by local or other governmental authorities.

2. If the HOA incurs any expenses in the enforcement of the covenants or rules, the violating party will be liable for costs, witness fees (experts and otherwise), and reasonable attorney's fees.

3. In compliance with the SB-100 policy and procedure, complaints of the covenants or rules violation SHALL be made in writing (e-mail is acceptable) and sent to the Management Company. It is necessary for the HOA to follow mandated legal procedures in order to ensure that due process of law is provided to the individual before property (money) is taken.

#### **4. THE FOLLOWING INFORMATION IS REQUIRED WHEN REPORTING A VIOLATION TO THE MANAGEMENT COMPANY:**

- a. Identity of the individual(s) committing the infraction (if possible),
- b. Address of the individual(s) committing the infraction (Bldg. & Unit),
- c. Rule violated (cite from this Manual),
- d. Date, time, and place of infraction, **AND**
- e. Name, address and phone number of the complainant. **Note that while the complaint must include the particulars of the person making the complaint, that person's name will not be divulged to the person alleged to be committing the infraction.**

**5. PROCESS FOR HANDLING INFRACTIONS:**

- a. First Violation: Warning Letter with 15 days to correct;
- b. Second Violation (of the same Covenant or rule): \$50.00 Fine;
- c. Third Violation (of the same Covenant or rule): \$100.00 Fine;
- d. Fourth and Subsequent Violations: \$150.00 Fine.
- e. Fourth and Subsequent Violations may be turned over to the Association's attorney to take appropriate legal action.

6. All fine notices give the opportunity for a hearing before the Board of Directors. If an Owner receives a violation letter and is subject to a fine, he/she may request a hearing (in writing) before the Board of Directors within 15 days of receiving the notice. A hearing will be scheduled in front of the Board of Directors where the alleged violator may present evidence as to why he/she is not in violation and/or why a fine should not be imposed. The Board will listen to and accept any and all evidence presented. The Board will make a determination and notify the alleged violator in writing of the final decision within 10 days after the hearing. If an owner fails to request a hearing or fails to appear at a requested hearing, the Board will base its decision on the information available to them at that time.

**SECTION 19. OWNER PURCHASE OF LANDSCAPING**

Skyline Estates Condominium Association, Inc. (hereafter "HOA") lost a large amount of vegetation due to hail, frost, and other acts of Nature in the past few years. Since the HOA is unable to purchase and plant replacements due to a lack of funds, the Board has approved a plan for owners to purchase bushes and/or trees, to be planted in Common Elements.

- 1. AGREEMENT: by participating, Owners consent to be bound by the following agreement:
  - a. Owners may only purchase bushes and/or trees using the procedure outlined in this Rule,

- b. Owners may not purchase plants or trees from outside sources,
- c. Owners may not plant anything themselves or hire someone to do so,
- d. Once planted, the bush and/tree shall become property of the HOA and may not be removed by the homeowner.

2. PROCEDURE:

a. Owner shall fill out a “Owner-Funded Landscape Replacement Application” (hereafter “Form”) and submit it to the Property Manager signed. Owner must be specific about the area to be planted. Pictures of the area to be planted, as well as desired vegetation, are encouraged. FORMS ARE AVAILABLE FROM THE MANAGEMENT COMPANY.

b. The Property Manager shall review the Form for completeness and either return it to the Owner for further information, or forward the Form to the HOA’s landscaper.

c. The Landscaper shall:

I. Approve without change if the vegetation proposed by the homeowner is suitable to the area to be planted. The Landscaper may make alternate recommendations.

II. Disapprove without change if the area to be planted is not suitable for planting. Landscaper shall provide an explanation.

III. Approve with changes if the proposed vegetation is unsuitable for the area to be planted or the Owner has not identified a desired plant or tree. If the area is suitable to another type of plant or tree, or if none be identified, the Landscaper shall make recommendations.

IV. If the application is approved with or without changes, the Landscaper shall affix a price or prices. The price or prices shall include all taxes and labor and be valid for 30 days.

V. The Landscaper shall return the form to the Property Manager.

d. The Property Manager shall forward the application back to the Owner.

e. The Owner shall review the Form:

I. If approved **without** changes, the Owner shall elect to move forward or decline to move forward.

A. If the Owner elects to move forward, he/she shall indicate so and sign the form again.

B. Owner shall provide a check for the price quoted by the Landscaper, made out to “Skyline Estates Condominium Association, Inc.” and return the form (with the check) to the Property Manager.

C. If the Owners elects NOT to move forward, he/she shall indicate so on the form and return it to the Property Manager.

II. If approved **with** changes, the Owner shall elect to move forward or decline to move forward.

A. If the Owner elects to move forward, he/shall choose one of the options recommended by the Landscaper, provide a check for the price quoted by the Landscaper, made out to “Skyline Estates Condominium Association, Inc.” and return the form (with the check) to the Property Manager.

B. If the Owners elects NOT to move forward, he/she shall indicate so on the form and return it to the Property Manager.

III. If disapproved, no further action is required.

f. The Property Manager shall:

I. If the Form was approved by the Landscaper, with or without changes, the Property Manager shall deposit the Owner’s check in the HOA’s account.

II. When the check clears, return a copy of the Form to the Landscaper and inform the Landscaper that the plant(s)/tree(s) may be purchased and planted.

III. Notify the Board that planting will go forward.

IV. Provide a copy of all Forms, regardless of outcome, to the Board for information purposes and place originals in the unit files.

V. If the Form was disapproved by the Landscaper or the Owner declines to go forward for whatever reason, no further action is required.

g. The Landscaper shall:

I. Purchase the approved plant(s)/tree(s).

II. Schedule planting.

III. Warranty the plant or tree (1 replacement within 1 year).

IV. Invoice the HOA

V. Maintain the plant/tree in accordance with the existing contract with the HOA.

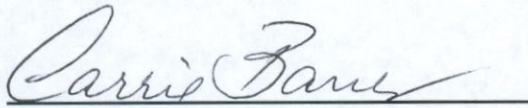
h. The HOA shall pay the Landscaper for the planting, using the funds provided by the Owner.

i. The Owner is prohibited from grooming or maintaining the plant/tree.

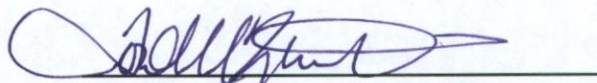
*Violations. Please see Penalties and Enforcement, Section 18.*

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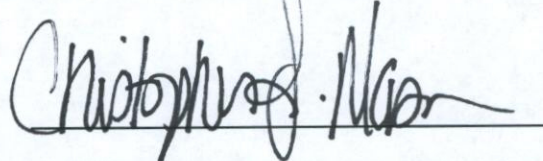
**We submit that the foregoing Rules and Regulations is a complete document executed this 12th day of October, 2016 by the Board of Directors, Skyline Estates Condominium Association, Inc., Arvada, Colorado 80002.**



**Carrie Bauer, President**



**Toni Zinanti, Vice President**



**Christopher Mason, Vice President**