

**SUPPLEMENT TO  
AMENDED AND RESTATED  
MASTER DECLARATION, COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR  
HUNTINGTON PINES HOMEOWNERS ASSOCIATION  
  
ASSOCIATION RULES AND REGULATIONS**

(adopted September 15, 2018)

**Preamble:**

As a practical matter, the proximity of the properties in Huntington Pines requires our community to balance the rights of ownership with the rights of community with regard to use and enjoyment of Lots. We believe that such balance can most effectively be maintained through open dialogue between Members and with the HOA.

Our community encourages each Member to communicate directly and personally with one another, with an open mind and mutual respect, to resolve issues before involving the Board of Directors. We believe the majority of issues will be resolved amicably and likely with compromises that enable all neighbors to enjoy their properties while respecting community standards.

**Adoption of the Rules and Regulations:**

The terms of this document (“**Rules and Regulations**”) supplement and are in addition to the Restated Master Declaration Covenants, Conditions & Restrictions for Huntington Pines recorded in the office of the Arapahoe County Clerk and Recorder (“**Declaration**”). The Membership establishes and hereby adopts the Rules and Regulations.

Capitalized terms used in this document and not defined within the context used shall have the meanings ascribed to them in the Declaration. All other terms used in this document will have their plain English meaning as commonly interpreted in the United States.

**Application and Enforcement:** The Rules and Regulations apply to all Lots, the Common Areas, all Owners, and any resident, tenant or guest of an Owner present at any time on a Lot or the Common Areas. The Board shall enforce the Rules and Regulations in a uniform and nondiscriminatory manner. The Association may adopt and impose a system of fines, including monetary penalties, for infractions of these Rules and Regulations, the Declaration, the By Laws, or any supplement, or amendment to any of the foregoing as may be adopted by the Association from time to time (collectively, the “**HOA Documents**”). The Association may take legal action against any Owner, including seeking injunctive relief, to enforce compliance with the HOA Documents to the extent permitted by the HOA Documents and applicable law.

**Periodic Review and Revision:** It is the express intent of the Membership that these Rules and Regulations be reviewed at least once in each five (5) year period from the date of adoption (“**Rules Review Period**”). Accordingly, the Board of Directors shall issue a written communication to each Member at the Lot address soliciting updates to the Rules and Regulations at least once during the Rules Review Period at its discretion. Notwithstanding such regular review and revision directed by the Board of Directors, any Owner or group of Owners may at any time initiate the adoption, modification, or annulment of any amendment to the Rules and Regulations. Any additions, deletions, or any other amendment to the Rules and Regulations is subject to the written approval of a minimum of 67% of the Members. The Board of Directors shall assist and guide such efforts to ensure that voting procedures and controls comply with the Declaration. Any vote approving such amendment to the Rules and Regulations must be submitted to the Secretary of the Association and the Secretary will certify in writing that the minimum number of votes has been met or has not been met within 20 days of submission to the Secretary for certification. In the event that the Secretary certifies that the minimum number of required votes has been met, the adoption of such amendment into the Rules and Regulations will be evidenced by signature of the President of the Association within 15 days of the date of certification of the vote by the Secretary and entered into the official records of the Association and made available to all Owners. Such amendment will be effective and binding on all Owners as of the date signed by the President of the HOA.

## **Rules and Regulations:**

### **1. ARCHITECTURAL CONTROL**

Improvements constructed within Huntington Pines community is at all times shall be subject to Architectural control. Architectural control issues shall be governed by the Architectural Control Guidelines and Regulations the Association, Inc. which form part of and are incorporated into these Rules and Regulations by reference.

### **2. ASSOCIATION DUES**

2.1. Monthly Association assessments (dues) are due and payable on the first day of each month. Dues not received by the fifteenth (15<sup>th</sup>) day of each month are late and subject an additional twenty dollars (\$20.00) late charge. In the event of a Special Assessment, the assessment will be due on the date(s) indicated in a written notice to the Owners and will be late if not paid within thirty (30) days from that date. Special Assessments not received within thirty (30) days from the due date will be assessed an additional ten percent (10%) of the individual Special Assessment as a late charge. Each assessment not received by the late charge due date shall bear interest at a rate of thirty percent (30%) per annum beginning on the date it becomes due and payable plus reasonable costs of collection, if any.

2.2. Subsequent payment on account will be applied first to attorney fees, late charges, interest, collection costs and then to monthly Dues Receivable or Special Assessments, whichever applies.

2.3. Collection Process:

2.3.1. All dues:

- 2.3.1.1. 15 days past due - Letter of reminder plus notice of applicable late charge.
- 2.3.1.2. 30 days past due – Demand letter.
- 2.3.1.3. 60 days past due – Commencement of formal legal process, including filing of lien.

2.3.2. Pursuant to the Declaration, the Association is entitled to recover its reasonable attorney fees and associated costs and expenses in connection with legal proceedings to collect dues.

### 3. NUISANCES

- 3.1. No noise or other nuisance shall be permitted to exist or operate upon any Lot or Common Areas so as to, in the reasonable opinion of the Board, be offensive or detrimental to any other Lot or its occupants. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be used on any Lot so as to cause nuisance.
- 3.2. Exterior security lighting shall be motion activated, set to turn off after a short period of inactivity and aimed at the ground. Landscape accent lighting shall be either aimed at the ground or aimed vertically and in all cases directed away from neighboring homes and windows. TVs mounted externally shall be aimed away from neighbors and toward the dwelling on such Lot.
- 3.3. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any such Lot that is, in the reasonable opinion of the Board, unsanitary, unsightly, offensive or detrimental to any other Lot or its occupants. Residents of a Lot shall dispose of, or cause to be disposed, all rubbish, debris, plant waste and tree trimmings in the regular trash pickup cycle. Hazardous materials such as paint, solvents, and so forth and large items such as furniture that will not fit within the constraints of the normal trash pick-up shall be disposed of in a timely manner. Residents may contact Greenwood Village at 303.708.6100 for assistance.

### 4. UNSIGHTLY ARTICLES

- 4.1. No unsightly article shall be permitted to remain on any Lot so as to be visible from adjoining Lots or public or private thoroughfares. Without limiting the generality of the foregoing, play equipment, snow removal equipment, garden and maintenance equipment shall be kept at all times, except when in use, in the garage or in a shed, as may be approved under the Architectural Guidelines. No lumber, metals, building materials or scrap shall be kept, stored or allowed to accumulate on any Lot except temporarily as during the normal course of active construction project(s).
- 4.2. No trailer, mobile home, tent or shack or other temporary Building, shall be placed upon any Lot, except temporary structures or containers necessary for storage of tools and equipment during active construction with prior approval of the Architectural Committee,

such approval to include the nature, size and location of such structure. Roll-off boxes may be placed in the driveway or in the right-of-way directly in front of the Lot during construction but must be removed when no longer required for the project and in no event later than within seven (7) days of completion of the construction project.

4.3. Before any lawn or yard art is installed on a Lot, the adjoining Lot owners are to be contacted and the item contemplated for installation discussed.

4.4. Firewood shall be neatly stacked.

4.5. No bicycles, canoes, kayaks or other similar, small recreation equipment shall be permitted to remain on any Lot for longer than seventy- two (72) hours so as to be visible from adjoining Lots or from the rights-of-way.

## 5. PLAY EQUIPMENT

5.1. Portable play equipment may be erected in backyards with appropriate size and scale without the requirement of submitting a Plan to the ACC. Permanent installations require the approval of the Architectural Control Committee. Placement of any play equipment in Common Areas is not permitted.

5.2. Portable, freestanding, basketball equipment may be placed in the front of the dwelling on any Lot provided that such equipment is (i) reasonably maintained so that it does not appear to be in disrepair and (ii) in use.

## 6. PARKING AND VEHICLES

6.1. Types of Vehicles Permitted to Park: No trailers, mobile homes, recreational vehicles (RV), or trucks larger than pickup trucks or vans, boats, snowmobiles, or buses shall be parked for any duration anywhere in Huntington Pines except as may be stored in a garage, attached to the dwelling, or otherwise as permitted by the Board, in its reasonable discretion. Owners of RVs and boats shall have a maximum of seventy-two (72) hours to load/unload their vehicles while parked in front of their Lots.

6.2. Commercial Vehicles: It is preferred that any commercial vehicle be parked in the Owners attached garage, however, up to two commercial vehicles no larger than a 350 series standard pickup truck or standard van may be parked in the Owner's driveway provided, however, that any such commercial vehicle is not equipped with a non-standard truck bed or box van and no exterior tools, material, or equipment such as pipe threaders, ladders, or welding equipment. No commercial vehicles may be parked in any Common Area except as permitted by the Board, in its reasonable discretion.

6.3. Maintenance of Vehicles: Except for incidental maintenance or repair of a vehicle requiring no more than 2 hours of repair time, no maintenance of vehicles, mechanical, body or engine work, overhauling or similar automotive repair work shall be performed in the Common Areas or on any Lot except in the garage attached to the dwelling. No

vehicle shall be placed on jack-stands or blocks outside of a garage for any duration.

- 6.4. Inoperable, Unused or Abandoned Vehicles: Subject to Section 6.2 above, no inoperable, unused or abandoned vehicle shall be stored, parked, maintained or kept upon any part of the Common Areas or on any Lot except in the garage attached to the dwelling of a Lot.
- 6.5. Parking in any Common Area from October to May obstructing snow removal activities is prohibited.
- 6.6. Written Notice of Intent to Tow: Any vehicle on any Lot or in any Common Area found to be stored, parked, or maintained in violation of this Section 6 is subject to tow. Written notice of intent to tow shall be posted on any such vehicle. If the vehicle is not removed within seventy-two (72) hours (24 hours in the case of a violation of Section 6.4) after such notice of intent to tow is posted, the Association shall be entitled to tow the subject vehicle and the Owner of the Lot on which such vehicle is parked, as applicable, and the owner of the vehicle shall be jointly and severally liable for all expenses, cost and fees incurred in such towing and any storage ("**Towing Costs**"). Towing Costs associated with an Owner pursuant to this Section shall be deemed part of such Owner's Annual Assessment dues and are subject to Section 2 (Association Dues) of these Rules and Regulations.
- 6.7. Indemnity: If any vehicle owned or operated by an Owner, member of Owner's family, or an Owner's guest shall be towed as a result of violation(s) of these parking and vehicle rules, the Owner of the Lot hereby agrees to indemnify and hold harmless the Association from any liability, including any legal action, arising out of or relating to such towing.

## 7. RESIDENTIAL USE ONLY

- 7.1. No Lots and no residence on any Lot shall be used for any purpose other than for a residential use and those particular other uses such as home occupations and accessory use as permitted by Greenwood Village land use code pertaining to single family dwellings. No Communes, Co-operatives, vacation rentals or similar type living arrangement shall be permitted on any Lot. Nothing in this regulation shall prevent the rental of a Lot by the Owner thereof for residential purposes.
- 7.2. Home occupation uses must comply with all applicable Greenwood Village Municipal Codes, including without limitation, those regulating signage, traffic, parking, noise and hours of operation.
- 7.3. Any child care use for two or more children, whether for profit or not, shall require the approval of the Homeowner Association and must comply with Section 7.2

## 8. HAZARDOUS ACTIVITY

- 8.1. No activities shall be conducted on any Lot or Common Area which are unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no

archery nor firearms shall be discharged upon any Lot, or on the Common Area.

8.2. A fire in a contained barbeque unit, or a fire pit designed for such use, on a Lot, while attended will be allowed. Open fires on a Lot whether fueled by wood or natural gas, are allowed only within the confines of a fire pit. If wood fueled, the fire must have a spark suppressing screen.

9. GARAGE SALES Garage, patio, estate, porch or lawn sale may be held on any Lot on an occasional or infrequent basis if the items sold are not acquired for purpose of resale and if such sale is held in full compliance with all applicable governmental ordinances, statutes, resolutions, rules and regulations.

## 10. PETS

10.1. Keeping of Pets: No animals or pets other than domesticated dogs, cats, and other common household pets shall be allowed to be kept on a Lot. The number of any combination of dogs and cats shall not exceed four (4) animals. Commercial breeding of any animals on a Lot is specifically prohibited. No poultry may be kept on any Lot or Common Area.

10.2. Control of Pets: A pet may be maintained by an Owner in their residence or on their Lot so long as it is not a nuisance. Actions that will constitute a nuisance include, but are not limited to, (a) frequent or habitual barking, yelping or howling which causes annoyance, inconvenience or disturbance to any person, (b) dog waste accumulating on any Lot, or (c) actions that are menacing or threatening to other Owners. All pets must be registered and inoculated as required by law. Dogs shall be leashed and under the direct control of the pet owner at all times when on the Common Area. The Owners are responsible for any damage caused by their pets or pets owned by an Owner's tenant or guest on the Properties. No pet shall be unattended in any Common Area or unfenced portion of any Lot.

10.3. Pet Droppings: A pet owner shall confine his or her pet's dropping to such pet owner's Lot but such droppings shall not be allowed to accumulate on such Lot. A pet owner must promptly clean up his or her pet's dropping from the Common Areas or any other Lot, and dispose of them properly and, if such pet owner fails to do so, the HOA may arrange for pet dropping clean up at the expense of the Owner of the Lot associated with such pet.

10.4. Responsibility for Pets: Each pet owner is fully responsible for personal injuries or property damage caused by such pet and for compliance with these Rules and Regulations. Additionally, Owners of Lots where pets are allowed to visit shall also be responsible for injuries or damages caused by such pets and compliance with these Rules and Regulations.

10.5. Notice and Action: If any person responsible for compliance with these Rules and Regulations as described in the above stated Sections is determined to have violated these Rules and Regulations, the Association may give written notice to such person that such

person take immediate action to correct the violation. If the violation is not corrected, such person, upon receipt of further written notice from the Association, may be required to confine the pet to such person's residence or Lot. The written notice provided for in this Section 9.5 shall not limit any other remedy available to the Association to enforce these Rules and Regulations and shall not prevent the Association from contacting any governmental agency responsible for animal control to take any other action in appropriate circumstances.

## 11. SOLICITING

- 11.1. Solicitations for the sale of goods or services among and between neighbors, or hosted by Members is allowed subject to the provisions of Greenwood Village codes Section 16-22-130 governing home occupations specifically related to signage [Sec.16-22-130 (3)], traffic [Sec. 16-22- 130 (4), noise [Sec.16-22-130 (5)] and parking requirements [Sec 16-22-130 (8)]. No solicitation of goods and services by parties other than residents and Owners is permitted in the Common Area or on any Lot. Belligerent or unruly individuals should be reported to the Greenwood Village Police department.

## 12. ASSOCIATION MATTERS

- 12.1. Filing of Complaints: Complaints regarding the management of Huntington Pines or regarding actions of other Owners or guests may be made in writing to the Board. No Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee, contractor, the Managing Agent of the Association, as applicable.
- 12.2. Responsibility for Insurance Deductible: The insurance maintained by the Association may have a deductible amount from each claim which is to be paid by the Association. If an Owner or such Owner's guest or tenant is responsible for a loss that gives rise to a claim, the Owner shall reimburse the Association for the deductible amount within ten (10) days after a written demand therefore. If not paid, this amount shall be added to and become a part of the annual assessment dues applicable to such Lot.

## 13. ENFORCEMENT

- 13.1. Responsibility: Each Owner with record title to a Lot shall be responsible for the violation of these Rules and Regulations by any resident of the Lot or by a guest or invitee of such Owner or resident. An Owner of a Lot leasing to a tenant is required to present a copy of these Rules and Regulations to such tenant at or before the signing of the lease agreement.
- 13.2. Enforcement Remedies: To exercise the enforcement remedies, the Association acting through an officer of the Association or the Managing Agent, if any, shall have given the Owner(s) responsible for the violation of these Rules and Regulations a written notice of the violation at their last known mailing address. The Owner then shall have the opportunity of writing a response letter to the Board or appearing at the next

regularly scheduled Board meeting to discuss the violation and what such Owner has done to correct the issue.

- 13.3. Fines: In addition to all other remedies, the Board may assess the following fines after notice and opportunity for hearing:

- 13.3.1. 1<sup>st</sup> Offense/Violation: Written notice/Warning to Owner
- 13.3.2. 2<sup>nd</sup> Offense/Violation: \$100.00 Fine against Owner
- 13.3.3. 3<sup>rd</sup> Offense/Violation: \$200.00 Fine against Owner
- 13.3.4. 4<sup>th</sup> & Subsequent Offense(s)/Violation(s) \$300.00 Fine against Owner

- 13.4. Fines Due and Payable: All fines shall be due and payable immediately upon notice of levy by the Board and shall be paid in the manner and at the place established by the Board for payment of monthly assessments under the Declaration. If any fine is not paid within fifteen (15) days, a late charge in the amount \$20.00 shall be assessed to compensate the Association for the expenses, costs and fees involved in handling such delinquency. The Owner shall be personally liable for all fines. In the event said fines are not paid within sixty (60) days from the date due, the fines shall be added to and become a part of the annual assessment applicable to said Lot.

- 13.5. Civil Action: The Association shall be entitled to bring civil action against any party violating these Rules and Regulations. In any such action, the Association shall be entitled to seek damages or injunctive relief or both

#### 14. VIOLATION OF LAW

- 14.1. No Owner, Owner's family member, tenant or guest shall do anything or keep anything in or on the Lot which is in violation of any statute, rule, ordinance, regulations, permit or other validly imposed requirement of any authority with jurisdiction over the Properties.

The Membership wish to make clear that the enforcement of the Rules and Regulations and imposition of fines is required of the Board of Directors as part of its fiduciary responsibility to protect the financial investment of all Owners and the peace and enjoyment of all residents of this community.

If an Owner has ANY questions concerning the Rules and Regulations, they should contact the Board of Directors for any clarification and assistance.