

## **16 POLICY AND GUIDELINES FOR IMPLEMENTATION OF THE DECLARATION**

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### **16.1 POLICY**

The Association has the duty to provide clear definition to the sections within the Declaration which are enforced on a regular basis. These Guidelines further clarify to Owners and the Board their personal responsibilities versus those of the Association. These Guidelines offer additional clarity regarding an Owner's use of their Lot area, Parking Restriction, Age Requirements, RV Parking, Political Signage and working with the Architectural Review Committee (ARC). Enforcement of these Guidelines is provided within the **Covenant Enforcement Policy**.

### **16.2 MAINTENANCE OF EXTERIOR SURFACES**

#### Association's Responsibilities:

1. Routine maintenance of the exteriors of walls, roofs, gutters and down spouts, exterior trim, exterior side of all wooden fences, but excluding glass, screens, ceilings and railings that are interior to the Patio Area.
2. The exterior of all units are to be inspected routinely by a qualified craftsman for any apparent maintenance needs.
3. Deficiencies will be listed out and presented to the Board in order for the work to be budgeted for and a contract for such work to be arranged.
4. Exterior surfaces, including painted columns, exterior portions of fences, garage trim and doors, etc., are to be periodically painted or oiled by a contractor employed by the Association.
5. Metal handrails will be maintained will be touched up periodically. Any Handrails apart from those on the porch will be maintained at a cost to the Owner.
6. All roof surfaces are inspected on a routine basis and any necessary repair work will be presented to the Owner.
7. Caulking around vents and air conditioning units

#### Owner's Responsibilities:

1. Maintenance of all ceilings and interior surfaces of all patio fences within the Patio Areas (that area inside railings and patio fences), as well as the glass and screens in the windows and doors.
2. Repair any issue that is not considered regular maintenance on the exterior of the home.
3. Owner is individually responsible for the washing of these surfaces.
4. Owner is responsible for the replacement and repair of the exterior siding, doors, windows, etc., should there be damages to the exterior of the home.
5. Should the roof surface be damaged by some event other than normal wear and tear, the Owner of the unit will be responsible for the repair of the roof shingles. The Owner of the unit will be responsible for the replacement of the roof shingles.

#### *References:*

*Article XII, Owner's Maintenance Responsibility, Section 12.1*

*Article VII, Duties and Powers of Country Creek Patio Home Association, Section 7.6*

### **16.3 MAINTENANCE OF COOLERS, AIR CONDITIONING AND HEAT PUMP UNITS PERFORMED BY THE ASSOCIATION**

Coolers: All coolers will have maintenance two times per year. In the spring and fall a representative from a

maintenance company will schedule with homeowners to activate and winterize coolers throughout the community. This will consist of the following:

Spring	Fall
Remove cooler cover	Disconnect water line
Replace aspen pads	Drain cooler
Clean cooler pan	Clean pan
Hook up water line	Remove belt
Adjust water float level	Replace cover
Adjust belt tension	
Oil fan motor	
Check for proper operation	

Any additional work required to keep cooler working will be billed to the Owner. If the maintenance person sees a potential problem such as a worn belt or a weak pump or motor, it is suggested that the Owner replace those items immediately in the spring as a break down later in the year will be more expensive and could inconvenience the Owner on a hot day. The Owner shall store the cooler cover over the summer and provide a cover in the fall when winterizing takes place. Any pads required are to be purchased by the Owner.

Air Conditioners: A/C units will be serviced one time per year in the spring before start-up. In the spring, a representative from a maintenance company will schedule with Owners to activate A/C units throughout the community. The maintenance person will check refrigerant pressures, turn on the unit and listen for any problems and check airflow inside the home (if available). If the Owner has been experiencing any problems, they should speak with the maintenance personnel at this time. Before winter the homeowner simply turns off the A/C unit at the A/C thermostat. The Owner will be responsible to pay for new filters and/or any parts and service beyond the above mentioned service.

Ground Source Heat Pumps (Geo Units):

Geo units will be serviced one time per year in the spring. In the spring, a representative from a maintenance company will schedule with Owners to inspect Geo units throughout the community. The maintenance person will run a diagnostic test of the unit, check refrigerant pressures, fluid in ground loop, and water temperatures, turn on the unit and listen for any problems and check airflow inside the home (if available). The intent is to meet the maintenance language as stipulated in the owner’s warranty. If the Owner has been experiencing any problems, they should speak with the maintenance personnel at this time. The Owner will be responsible to pay for new filters and/or any parts and service beyond the above mentioned service.

Air to Air Heat Pumps (HP):

HP units will be serviced one time per year in the spring. In the spring, a representative from a maintenance company will schedule with Owners to inspect HP units throughout the community. The maintenance person will run a diagnostic test of the unit, check refrigerant pressures, turn on the unit and listen for any problems and check airflow inside the home (if available). The intent is to meet the maintenance language as stipulated in the owner’s warranty. If the Owner has been experiencing any problems, they should speak with the maintenance personnel at this time. The Owner will be responsible to pay for new filters and/or any parts and service beyond the above mentioned service.

**16.4 ON STREET PARKING RESTRICTIONS**

No vehicle of any kind or description may be parked on the streets within the Association except for temporary nonresident parking. Campers, RVs and boats may be parked on the streets or driveways for up to 48 hours, to facilitate loading and unloading. The Board, in its sole discretion, may make such allowances for

on street parking of passenger vehicles as are reasonably necessary to accommodate the needs of persons with disabilities or other special needs or as otherwise required by law. Nothing in the Declaration prevents the parking of emergency and other vehicles in accordance with state, local, or other applicable law.

#### Violations to On Street Parking Restrictions

1. Vehicles parked on the public streets (other than guests), for more than six hours each day are deemed to be in violation of the Declaration.
2. If more than three residents complain about the vehicle, a letter will be sent to the owner of said vehicle asking that the Declaration be complied with.
3. Should the owner of the vehicle fail to remedy the situation, the Board will follow the procedure elaborated in the **Covenant Enforcement Policy**.

#### *References:*

*Article X, Occupancy of Units, Section 10.5 (c), and Fifth Supplement to Declaration for Country Creek Patio Homes, paragraph 4.*

### **16.5 OFF STREET PARKING RESTRICTIONS**

Parking in the garage is encouraged so as to maintain a less cluttered look within the community.

1. Parking will be allowed on the apron directly adjacent to the garage door but only for the use of the owner or guests of that unit.
2. In the case of Patio Homes where there is parking on the rear of the driveway, this will be restricted to guest parking for the enjoyment of the residents of the rear units and is restricted to daytime hours.
3. There is no overnight guest parking that does not fit directly adjacent to the garage. All emergency ingress and egress routes must be kept cleared at all times to provide appropriate access to emergency vehicles.
4. There shall be no parking of RVs in the Community Center parking lot and no overnight sleeping in RVs within Village at Country Creek.
5. Every resident has a space directly behind the garage that is set aside as a Limited Common Element (LCE). This area is to be used by the resident to access the garage and to park on while not parked in the garage.
6. As part of the maintenance of the common areas, the Association removes snow from any storm where there is an accumulation greater than one inch. Vehicles parked on the aprons outside of the garages constitute a danger to the snow removal crews trying to clean the driveways and aprons. No vehicles should be parked on the apron or driveway area during or after a snow event.
7. Residents who have more vehicles than room for in their garage should get the consent of the other homeowners with whom they share the driveway with regards to where the vehicle will be parked.
8. If the Board sends a letter to a resident found in violation of this Policy, the resident will be given one week to remove the vehicle.
9. Should the owner of the vehicle fail to remedy the situation, the Board will follow the procedure elaborated in the **Covenant Enforcement Policy**.

#### *References:*

*Article X, Occupancy of Units, Section 10.5 (c), and Fifth Supplement to Declaration for Country Creek Patio Homes, paragraph 4.*

### **16.6 POLITICAL SIGNAGE**

In order to properly manage the timing and placement of political signs throughout the Association the Board has implemented these guidelines.

As per the Declaration, Section 10.5 (e) Signs and Billboards, no billboards or advertising signs or similar

devices of any character shall be erected, placed, permitted or maintained on any Lot, except a name and address sign, the design and location of which shall be approved in advance by the Country Creek Architectural Review Committee.

In order to be in accordance with the Colorado State law, and in order to supplement Section 10.5.e, it is in the best interest of the Association to clarify the use of Political Signs throughout the Association.

1. As used in this paragraph, “political sign” means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.
2. The Association prohibits the display of political signs earlier than forty-five (45) days before the day of an election and later than seven (7) days after an election day.
3. The Association limits the number of political signs to one sign per political office or ballot issue that is contested in a pending election.
4. The maximum dimensions of each sign may be limited to the lesser of the following:
  - a. The maximum size allowed by any applicable city, town, or county ordinance that regulates the size of political signs on residential property;
  - b. or Thirty-six inches by forty-eight inches.
5. No political sign can be placed in any common area, limited common area or where it will interfere with the maintenance of landscaping. Moreover, all political signs may only be placed within the Dwelling Unit or Patio Area and may be displayed within the window or door of said Dwelling Unit.

*References:*

*Article X Section 10.5. Use Restrictions. (e) Signs and Billboards.*

*Colorado Common Interest Ownership Act (CCIOA), Section 38-33.3-106.5, C.R.S*

## **16.7 APPROVAL OF NON 55 YEAR AND OLDER RESIDENTS**

Country Creek Patio Home Association has a duty to provide guidance to potential Residents regarding the requirement for residents to be 55 years of age or older in order to live within the community.

Under the Federal Fair Housing Act, 42 U.S.C. '3607(b)(2); As used in this section, “housing for older persons” means housing intended and operated for occupancy by persons 55 years of age or older, and;

1. at least 80 percent of the occupied units are occupied by at least one person who is 55 years of age or older;
2. the housing facility or community publishes and adheres to policies and procedures that demonstrate the intent required under this subparagraph; and
3. the housing facility or community complies with rules issued by the Secretary for verification of occupancy, which shall—
  - a. provide for verification by reliable surveys and affidavits;
  - b. include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of clause; and
  - c. such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

The following are the guidelines that the Board would like to use in consideration of this topic:

1. Does the candidate intend to use their home for business purposes that would increase traffic, noise and/or bring in people from outside the community?
2. Has the candidate read the Declaration for Country Creek PHA?
3. Does the candidate agree to all of the rules and regulations as stipulated in said Declaration?
4. Does the candidate have children or grandchildren under the age of 26 living with them?

The Board will not use the following criteria in assessing a potential candidate:

1. Race

2. Color
3. National Origin
4. Religion
5. Sex
6. Disability: Physical, mental or learning
7. Age
8. Sexual Orientation (including perceived sexual orientation)
9. AIDS/HIV
10. Mental Illness
11. Transgender Status

Based on the judgment of the Board, a candidate can either be approved or disqualified from purchasing a residence at The Village at Country Creek. Once a final decision has been made, a letter shall be composed explaining the basis of the decision made by the Board.

### **16.8 GUIDELINES FOR IMPROVEMENTS WITHIN LOT AREAS**

The following Guidelines are meant to serve as a guide to the Association Board of Directors in order to make proper decisions, while acting as the Architectural Review Committee. These are specifically in regards to any Improvements within the Lot Perimeter Area.

1. The Declaration makes clear that there is no difference regarding the use of a Lot, whether said Lot has an attached Dwelling Unit or a detached Single Family Dwelling Unit.
2. Lot Perimeter Area shall mean any portion of a Lot which is located outside of the exterior surface of the foundation of the Dwelling Unit constructed on such Lot, excluding the Patio Area located on such Lot.
  - a. Lot shall mean any of the numbered parcels within the Project Area, as now or hereafter depicted upon a recorded plat or plats thereof, upon which a Dwelling Unit may be constructed.
3. The Board of Directors has appointed itself to be the Architectural Review Committee (ARC) until such time that an ARC is appointed.
4. Within the Village at Country Creek any Improvement (including fencing) on any Lot shall be required to meet the approval of the ARC.
5. Changes to any landscaping or the irrigation system, additions to the living space, and modifications to the exterior of the Dwelling Unit shall all be considered Improvements.
6. The Association shall manage, operate, care for, maintain, repair and replace landscaping in Lot Perimeter Areas.

### **16.9 ARCHITECTURAL GUIDELINES FOR IMPROVEMENTS**

The following Guidelines are meant to serve as a guide to Owners who are considering making modifications to their Dwelling Unit and the area surrounding their Dwelling Unit. Plans for any work to the outside of any Dwelling Unit needs to be submitted to the Country Creek Architectural Review Committee (ARC).

1. Plans for projects should be submitted to the ARC on the Architectural Review Application along with pictures and/or drawings of the planned design as well as a narrative of the project. If appropriate, comments from neighbors who have been consulted regarding the proposal should be included.
2. Owners wishing to make modifications may consult with surrounding homeowners who will be exposed visually and/or audibly to the modification, explain their plan and gather feedback from neighbors.
3. The ARC shall approve any proposed Improvement to Property only if it deems in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the

- appearance of the Project Area in the vicinity of the proposed Improvement to Property; that the appearance of the proposed Improvement to Property will be in harmony with the surrounding areas of the Project Area; that the Improvement to Property will not detract from the beauty, wholesomeness and attractiveness of the Project Area or the enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a burden on the Association.
4. Any modifications considered should be planned only in the area within three feet of the foundation of the home and not encroach into the Common Area.
  5. If Owners wish to replace a plant, tree or shrub with another of their choosing, and the ARC approves of the replacement; the Association will remove and replace the plant, tree or shrub. The Owner will be responsible for paying for the total cost of removal and replacement of the plant, tree or shrub.
  6. Pavers or stepping stones may be allowed when connecting the patio to the driveway or to the grassy open space. Stepping stones should be no larger than 18” in diameter and be placed one foot (1’) apart. Stepping stones should be in neutral colors. The laying of pavers in a pathway no wider than three feet (3’) will be considered under special circumstances. The ARC will take into consideration the effect on plantings, irrigation systems, choice of materials and the aesthetics to the general area. Concrete is not allowed.
  7. Special consideration for paved pathways will be given to the Owners of the Applewood (A Plan) and the Catalpa (C Plan) Plans in order to connect their patio entrances to the driveway areas.
  8. The area between the Dwelling Unit and the driveway may be considered for pavement by the ARC under special circumstances.
  9. No portion of the Lot Perimeter Area or Patio Area shall be used for the storage of equipment, tools, lumber or other personal property, except that outdoor storage may be permitted in a location approved by the ARC.
  10. Up to three (3) potted plants (not to exceed 20” wide by 20” tall) will be allowed in the rock areas near to the driveway but cannot interfere with landscape maintenance or exterior maintenance of the home. These pots can be placed outside after April 1st and must be removed and stored out of sight by November 15th.
  11. No lighting shall be installed upon the exterior of any Dwelling Unit other than porch or entry lights or subdued lighting within a Patio Area. Exterior lighting shall be directed downward so as not to shine directly into the window or Patio Area of another Dwelling Unit. The only exception to this will be for Holiday Lighting which shall be taken down within three weeks of any holiday. Low voltage pathway lighting will also be allowed in areas that do not hinder landscape maintenance and are maintained in good functioning order.
  12. The addition or moving of gutters and downspouts will consider the movement of the water and the possibility of icing over. Downspouts must take water away from the foundations but cannot be placed in the lawn areas. There needs to be consideration of the effect the change will have on neighboring units.
  13. Patio fence alterations shall be allowed based on the criteria that no fences shall be lower than forty two inches (42”), and fencing material used shall be red cedar for the lathes and redwood for the top cap.
  14. Ornamentation hung on the fences, siding or placed within the area adjacent to the Dwelling Unit will be considered to be “temporary” in nature under the assumption that they will be removed when a home is sold. Should the neighbors or any resident complain about said ornamentation the ARC will consider the case and will always reserve final judgment as to whether these would need to be removed.
  15. Sun Shades and Canopies shall be permitted only where they fit structurally and where their attachment and color is not aesthetically disturbing.
  16. Screened in porches are only allowed within the Patio Area of a Dwelling Unit. The screened in area is to align with the beam that supports the structure above the Patio.
  17. No towers or radio, television, ham radio or civilian band radio antenna shall be erected on a Dwelling

Unit. Only satellite dishes and small directional antennas that are commercially installed shall be permitted.

Implementation should not be initiated until the plan is approved by the ARC. The ARC will make the final decision regarding approval or denial of the proposal and respond to the petitioner within 30 days of receipt. Should the procedure for requesting and building an Improvement not be followed, the ARC may use Section 9.17 of the Declarations, Correction of Noncompliance. This would involve requiring the Applicant to remedy or remove the noncompliant project. The Board would follow the **Covenant Enforcement Policy**.

## **16.10 REMOVAL AND REPLACEMENT OF LANDSCAPE MATERIAL WITHIN PROJECT AREA**

The following Guidelines are meant to serve as a guide to the Country Creek Architectural Review Committee (ARC) in order to properly make decisions regarding the removal and/or replacement of any landscape material from all areas outside of the exterior surface of the foundation of a Dwelling Unit and the associated Patio Area.

1. Changes to any landscaping or the irrigation system, additions to the living space, and modifications to the exterior of the Dwelling Unit shall all be considered Improvements.
2. Within the Village at Country Creek any Improvement on any Lot shall be required to meet the approval of the ARC.
3. There are instances when Owners of a Dwelling Unit may find that the landscape material in the surrounding Lot Perimeter Area may interfere or not agree with their aesthetics, lifestyle, health, or other aspects of their life and may request to the ARC to make Improvements to certain areas.
4. Conditions that should be considered by the ARC in reviewing requests regarding Improvements to landscape include:
  - a. The health of the landscape material.
  - b. The appropriateness of size, tolerance to sun or shade, shedding of debris and odor.
  - c. Possibility of damage to the Dwelling Unit.
5. Possible actions taken by the ARC:
  - a. Removal of the material with appropriate replacement.
    - i. New material to be selected from approved list of plant material which results in a long term solution regarding the size and appropriateness of the replacement.
  - b. Removal of the material without further replacement.
    - i. When there is sufficient plant material and replacement would add no significant improvement to the area.
  - c. Extensive pruning of existing material so as to limit damage to the Dwelling Unit and improve the condition of the material.
  - d. Increase the maintenance of the landscaped area so as to improve the cleanliness and livability of the area.
6. Financial responsibility for such Improvements shall be the responsibility of the Association except for the following conditions:
  - a. The ARC determines that the plant material has no need to be replaced and the party making the request sees it in their own best interest to make the Improvement and is willing to pay. In this case, after approval by the ARC, the Association will make the requested improvement as time and other duties permit, and bill the requesting party the full cost of that improvement.
    - i. When residents request a tree to be replaced, the Board shall select alternative replacements for the party to choose from. The cost of such replacements, including labor and materials, shall be borne by the party making the request.

- b. The ARC determines that the party making the request is unreasonable in their expectations regarding maintenance of the landscaped area and may request that the party use their own means to maintain the area to higher standards.
7. The Association shall hire a registered arborist on a regular basis in order to provide professional expertise regarding the health and conditions of the trees within the Village. An arborist will provide an independent assessment of the trees in general as well as specific instructions regarding the needs of any tree deemed by Owners or the ARC to require special care.

*References:*

*Article IX Architectural Review*

*Section 2.8 “Common Area”, Section 2.26 “Limited Common Element”, Section 2.28 “Lot Perimeter Area”.*

*Section 7.21. Power to Enforce Declaration and Rules and Regulations*

*Section 9.2. Improvement to Property Defined*

*Section 10.5 Use Restrictions, (b) Outdoor Storage.*

### **16.11 RV PARKING GUIDELINES**

The following Guidelines are meant to serve as a guide to Recreational Vehicle Owners who are considering using the RV Parking Area at the Village at Country Creek (VACC) as a location to park their Recreational Vehicle.

Recreational Vehicle (RV) means a vehicle designed to be used primarily as a temporary living quarters for recreational, camping, travel, or seasonal use that either has its own motor power or is mounted on or towed by another vehicle. “Recreational Vehicle” includes camping trailers, fifth wheel camping trailers, motor homes, travel trailers, multipurpose camping trailers, and truck campers.

1. Only Recreational Vehicles will be permitted to park in VACC’s RV Parking Area. April 1<sup>st</sup> of each year owners of Recreational Vehicles will need to re-lease a space and should there be vacancies, owners who have been on the waiting list may register their RVs.
2. Any existing trailers or utility trailers that have been allowed to park in the RV Parking facility as of April 1st 2021 will be allowed to continue to use the space until such time that the Owner no longer parks their existing trailer in said space at which time the space will be given up.
3. Owner’s with pickups will be allowed to park in the RV Parking area on a first come, first served basis until such a time that an RV requires a space to park and the pickup will vacate the space.
4. A Registration Form must be completed initially by all Owners of Recreational Vehicles and approved by a Board Member. Registration forms shall be signed yearly upon annual renewal. Upon the purchase of a new vehicle, Owners will be required to fill out and submit a new form.
5. Only Owners who reside at VACC can park their Recreational Vehicles in the RV Parking Area.
6. One Recreational Vehicle parking space per Owner as available.
7. Spaces will be first come, first served, depending on the size of the Recreational Vehicle, regarding who can use the facility.
8. There will be assigned spaces, so upon return from use, the space will be reserved.
9. Owners with assigned spaces are not allowed to sublet the spaces.
10. Parked Recreational Vehicles must have current registration and insurance, if applicable.
11. RVs must be used for their intended purpose at least once a year.
12. RVs must be kept in operable condition (tires, engine, etc.).
13. No commercial vehicles will be allowed to park in the RV parking area.
14. An annual maintenance fee will be assessed by the CCPHA to the owner of each Recreational Vehicle for the use of the parking area based on the following:
  - a. Small parking spot (20’ long) \$ 7 per month/\$84 per year
  - b. Medium parking spot (25’ and 30’ long) \$12 per month/\$144 per year
  - c. Large parking spot (40’ long spot) \$16 per month/\$192 per year.
15. The annual maintenance fee will be assessed April 1st of each year, and is subject to change.

16. The annual maintenance fee will be non-refundable should the use of the parking space be terminated, for any reason, before April 1st of the following year.
17. Owners will be responsible for the security of their own Recreational Vehicle.
18. The Board has the prerogative to remove any Recreational Vehicle at its discretion.
19. These Guidelines are subject to change at the discretion of the Board of Directors.

#### **16.12 POLICY FOR THE ESTABLISHMENT OF WORKING CAPITAL**

The following Policy is meant as guidance to the Board by providing a clear definition of Working Capital.

1. Working Capital is used within Article IV.2.e. of the Bylaws and the Board is hereby providing a working definition to this term in order for all Members to have a clear understanding of the term.
2. The Board of Directors hereby defines Working Capital as; the amount not to exceed the budgeted expenses for the first month of the next fiscal year plus, all assessments received in advance of the fiscal year of assessment plus, budgeted items that were not completed during the current fiscal year due to circumstances beyond control of management.

#### **16.13 ENFORCEMENT OF GUIDELINES**

The Articles of the Declaration, along with these Guidelines, will be strictly administered. Enforcement of these Guidelines will be based on neighborhood complaints. If an Owner of the Village at Country Creek sees something that they feel is in violation of the Declaration or these Guidelines, they are encouraged to file a **Country Creek PHA Violation of the Declarations Report** found on line at:

<https://villageatcountrycreek.com/index.php/public-documents>.

These forms are to be returned to the Suggestion Box outside the Manager's office or emailed to: [countrycreekhelpp@gmail.com](mailto:countrycreekhelpp@gmail.com).

Once received, the Board will follow the procedure as per the **Covenant Enforcement Policy**.