



Rules and Regulations
Stoney Brook Homeowners Association
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Effective September 23, 2020
RULES AND REGULATIONS
STONEY BROOK HOMEOWNERS' ASSOCIATION, INC.

Introduction: Stoney Brook Owners, lessees, vendors, contractors, and guests are responsible for complying with all applicable Association Governing Documents (Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements; By-Laws; and Articles of Incorporation). The following Rules and Regulations are established by the Board under authority of the Governing Documents. They are not a substitute for the foregoing, they are provided to supplement or highlight those which are frequently applied. For a complete understanding of the terms and conditions of home ownership and residency in Stoney Brook, please consult the Governing Documents and these Rules and Regulations. Questions regarding any of these should be directed to the General Manager.

1. Trash and Clutter: All garbage and trash shall be in closed or lidded containers, or plastic bags with tied tops, and shall be put outdoors curbside either late evening of the day before trash is picked up or very early on the day of trash pick-up as designated by the City of Denver (currently Tuesday, or on Wednesday if Monday or Tuesday is a holiday). Paper sacks and loose trash are not permitted.

No person shall use or cause to be used, or disposed of, or dumped within or upon the exterior areas of the Community, any chemicals (such as antifreeze), detergents (such as used when washing motor vehicles), scrap oils (such as motor oil) or other liquids other than water.

No person shall hang, dust or clean garments, rugs or any similar type item from the windows, decks, and patios or from any facades of any building in the Community. Exterior, non-retractable clotheslines are prohibited. Exterior, retractable clotheslines are permitted with the written approval of the Architectural Review Committee.

2. Dumpsters and Storage Containers/PODs: After written approval by the General Manager, dumpsters may be parked in the Owner's driveway for the purpose of removing trash during unit renovation for a period not to exceed two weeks. Requests for extensions beyond the two-week period may be approved by the General Manager; however, such approval shall be at the discretion of the General Manager after considering the specifics of the situation, and such extensions will be for a limited period of time. The Association may, at the Owner's expense, remove any dumpster installed without Management approval or remaining on site after the period of approval has expired. The Owner shall ensure that the dumpster is emptied each time that the depth of trash extends to the top of the dumpster. The Owner or Contractor shall pick up any trash that spills from the dumpster.

After written approval by the General Manager, a storage container or POD is allowed to be parked in the Owner's driveway for a period not to exceed two days, for the purpose of loading or unloading only, after which the storage container or POD must be removed.

3. Traffic Rules: No person shall exceed the posted speed limits in the Community. All vehicles must come to a complete stop at stop signs.

4. Parking: Parking is prohibited where posted. No vehicle shall be parked on any street during snowstorms or until after the streets have been plowed. Vehicles shall not be parked overnight on streets. Owners must notify the Management Office of any tradesman or contractor performing work on their units. Owners are further responsible for insuring that their contractors and

tradesmen comply with the provisions of the “Stoney Brook Contractor Parking Agreement.” Overnight guests of Owners who plan to use designated parking pads for more 72 hours shall obtain a parking permit signed by the General Manager.

Owners and their guests are allowed a total of four parking spaces, two of which are in the garage and must be utilized first; and two in the driveway, if the driveway is more than 18 feet in length. If the driveway is less than 18 feet in length, then parking pads may be used for up to two vehicles, but again, spaces inside garages must be utilized first.

The following vehicles may not be parked or stored within the Community, unless they are inside a unit’s closed garage; or temporarily loading or unloading; or authorized in writing by the Board of Directors: commercial vehicles except as permitted by Colorado law, oversized vehicles, motor homes, trailers, boats, recreational vehicles, and vehicles being repaired or serviced. A commercial vehicle is defined as any vehicle purchased as a commercial vehicle, or carrying a sign advertising a business, or any vehicle outfitted with equipment which may be used in a business, such as, but not limited to, ladders, racks and utility boxes. An oversized vehicle is defined as any vehicle that does not fit inside the unit’s closed garage.

Violation of any portion of the above may cause a fine to be assessed and the vehicle to be towed at the Owner’s expense. In the interests of safety, it is the obligation of the Owner to see that lessees, guests, and tradesmen observe the parking Rules.

5. Restrictions on Animals and Pets: Animals, including but not limited to cats, dogs, birds, reptiles, or other household animals, hereinafter for brevity termed “animal,” may be kept, maintained or harbored in a Lot if the animal is not obnoxious to other Owners or occupants. Any resident may keep a reasonable number of household domestic animals. Reasonable number in a specific case may be set by the Board at their sole discretion and at no time may exceed the number as set forth in the Municipal Code Book of the City and County of Denver. All animals shall be controlled by their Owner. Animals shall not be allowed off of the Owner’s Lot, except when properly leashed and accompanied by the animal Owner or his or her representative. Animal waste shall be cleaned up immediately by the animal Owner and the Owner must not allow the animal to urinate upon any bush, evergreen, tree or flower. Animals shall not be kept for commercial purposes. Owners shall hold the Association harmless from any claim resulting from any action of their animals. *Animals are not permitted on the tennis courts, in the pool or hot tub areas, or in the clubhouse, except for service dogs.*

6. Wildlife: The feeding of all wildlife is prohibited in the Community, except for hummingbird feeders.

7. Watering: Watering of areas within the Lot is the responsibility of the Owner. Owners shall avoid over-watering next to foundations and shall ensure that the water does not create a run-off condition so as to endanger the foundation of the units adjacent to the watered areas. Watering of the Common Area within the Community shall be the responsibility of the Association.

8. Lighting, Sound, and Odor: The Association shall maintain post lights within the Community Common Area. The Association shall also replace or supply lights bulbs for exterior garage lights. Upkeep of exterior garage lights, outside spotlights, and floodlights within each Lot shall be responsibility of the Owner. No light shall be emitted from any portion of the Community which is unreasonably bright or causes unreasonable glare, and no sound or odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spotlights, searchlights, or other light devices shall be located or used on any portion of the Community except with the prior written approval of the Board.

9. Hazardous Activities: No activity is permitted if it might be unsafe or hazardous to any person or property within the Community. Fireworks of all types and open fires are prohibited. Barbeque units and interior and exterior fireplace equipment designed to prevent dispersal of burning embers are allowed when attended and used with suitable precautions.

10. Changing the Landscape and Exterior Appearance of Lots and Units: Improvements or alterations to any Lot or structure that appreciably change the exterior appearance of the Lot or structure require approval of the Architectural Review Committee (ARC). Such changes include but are not limited to: paint; awnings; exterior lighting; patios; decks; entrances; doors, windows, fences; landscaping including plants and trees. Written application for ARC approval shall include plans and specifications showing exterior design, dimensions, location, materials and color. Applications and a checklist of the information required are available at the Association Office.

Approval shall be based on, but not limited to, the enhancement and protection of property values along with conformity and harmony of exterior appearance with neighboring structures. Any decision by ARC may be appealed to the Board of Directors.

The Owner shall be responsible for replacing or paying for the replacement of dead plants (including removal and replacement of trees) in areas within the Owner’s Lot. This requirement will be suspended during any period of water use restrictions by Denver

Municipal Authority and Owners shall comply with such restrictions. Owners shall not spray for weeds or insects in the Common Area.

The Association, on a schedule to be determined by the Board, using Board-approved standard colors and Board-approved paint or stain shall paint exterior unit surfaces. Wooden walkway or deck painting or staining, if approved by the Board, shall be at the Owner's cost and only Board-approved colors and materials may be used. Siding and other exterior repair needed before painting, as determined by the Association, shall be done at the Owner's expense, either by the Association or by the Owner. An Owner who chooses to paint exterior surfaces in advance of the Association scheduled painting must do so at his/her own expense and must conform to paint color and quality established by the Board.

Dish antenna used for reception of television signals may be installed in accordance with Federal Statutes; however, the screening of such antenna shall be subject to approval by the Association. Antenna maintenance and repair, including repair of damage caused by antenna installation, shall be the sole responsibility of the Owner.

11. **Use of Common Area:** Baby carriages, bicycles, sports equipment, or similar articles shall not be allowed to stand in the Common Area, including on walkways and streets. With the exception of Association grounds-keeping vehicles, no motorized vehicles shall be used on paths, walkways, or on landscaped areas. Without the prior written approval of the Association, there shall be no obstruction of the Common Area, nor shall any item be kept or stored on any part of the Common Area. Nothing shall be altered, constructed, or removed from the Common Area, without prior written approval of the Board.

12. **Roof Replacement and Repair:** The Owner shall be responsible for maintaining the roof, gutters and downspouts in good repair and condition, and shall not modify, repair, or replace the roof without the prior written approval of the Association. All roof replacements shall be made using the Presidential TL Shake, Shadow Gray, Class A Fire-Rated, 3-piece laminate, as manufactured by CertainTeed. A new roof comprised of the Presidential TL Shake by CertainTeed shall be installed when the cost of repairing the existing cedar shake roof reaches \$1000.00. In such circumstances, cost estimates for repair of the cedar shake roof shall be obtained by the Lot Owner from at least two qualified roofing contractors, acceptable to the Association, and shall be submitted to the General Manager for review and approval.

13. **Owner Maintenance:** Except as otherwise provided in the Governing Documents and the Rules and Regulations, each Lot and the Improvements thereon shall be maintained by the Owner in a clean, safe, and attractive condition and in good order and repair. Each Owner shall be responsible for all maintenance, repairs, painting, and replacement of Improvements on his Lot and all fixtures, furnishings, equipment and appliances of every kind therein, and the driveway, sidewalks and patio appurtenant to a Lot (whether located within the Lot or in the Common Area) and shall be kept and maintained in clean, safe and attractive condition and in good order and repair.

14. **Amenities:** Use of amenities (swimming pool, hot tub, tennis courts, and clubhouse) by Owners, lessees, and guests shall be subject to Rules and Regulations established by the Board, some of which are listed below, and others which may be posted on-site. All persons using the swimming pool and/or hot tub shall be dressed in appropriate attire. Infants and children wearing diapers shall not be permitted in the pool.

Hot tub occupants must be over 12 years of age. All occupants of the hot tub should be aware of advantages/disadvantages of hot tub usage; check with your physician if in doubt.

No person shall be on the tennis courts without appropriate clothing. Tennis players must wear shirts and appropriate footwear i.e., tennis shoes. Hard-soled shoes shall not be worn on the courts.

Owners may reserve use of the Clubhouse by registering their reservation with the Association office and complying with the Association's cleanup deposit requirements. Standing reservations for recurring use will be accepted but are subject to pre-emption by residents requesting use for a social function, provided at least two weeks' notice is given to the party holding the standing reservation. *There shall be no smoking or vaping (tobacco or marijuana) within the Clubhouse, deck, pool, hot tub, and tennis court areas. No glass containers are permitted in the pool or hot tub areas, on the deck or on the tennis courts.*

15. **Insurance:** A master insurance policy on Owner units shall be maintained by the Association in an amount equal to replacement value, without adjustment for depreciation, of Improvements initially installed on the Lots at the time of original construction. A deductible amount shall be determined by the Board in conjunction with the annual renewal of the insurance policy; this deductible is the Owner's responsibility. Owners shall be responsible for obtaining their own insurance coverage for Improvements and betterments subsequent to original construction, and for furniture, furnishings, fixtures, equipment and personal property supplied or installed by the Owners. Adequate loss assessment coverage is advised. Insurance claims by Owners under the master policy must be processed through the Association office.

16. **Use and Occupancy:** Lots shall be used for residential purposes and may be used for commercial and business purposes in conjunction with residential use as long as there is no adverse external effect on the nature, perception, operation, or ambiance of the Community as a first-class residential community, as reasonably determined by the Board of Directors.

Garage sales, yard sales, sample sales, retail sales or similar type sales are prohibited.

All units are subject to the Governing Documents whether occupied by the Owner or by a lessee. If the Owner leases a unit, the Owner shall be responsible for the actions of the lessees and the lessees' guests and shall be liable for any violations of the Governing Documents committed by the lessees and the lessees' guests. Owners shall provide a copy of the current Governing Documents and the Rules and Regulations to each lessee at the time the lease is executed. All leases must be in writing for a term of not less than six (6) months and must be signed by all adult occupants. All leases must contain a statement that the lease is subordinate to the Association Governing Documents, and that the lessee has received a copy of the current Governing Documents. Owners must provide the General Manager with: (a) a copy of the executed lease; (b) the names and ages of all occupants under the lease; (c) the descriptions and license plate numbers of all vehicles which the lessee will use in the Community; and (d) the Owner's address and phone number while in non-resident status. The Owner is responsible for updating this information as necessary so that it is always current.

17. **Soliciting:** No soliciting, door-to-door sales, handbills, etc., shall be allowed in the Community.

18. **Signs:** No sign, poster, billboard, advertising device or display of any kind shall be erected, posted, or maintained anywhere within the Community except as may be approved in writing by the Board or as permitted in other provisions of applicable law or the Rules and Regulations. The following are approved by the Board: (1) Signs identifying the Community, and traffic, parking and street signs, all of which are furnished and maintained by the Association; (2) Security company signs; (3) Up to five "Open House" signs which may be posted temporarily on the weekends to identify units at which a real estate open house is being held; (4) Discretely placed and sized personalized signs such as signs containing the Owner's name and/or "Welcome"; (5) Political signs within an Owner's Lot may be erected in accordance with Denver Ordinances. Any other form of commercial and professional signage is prohibited.

19. **Snow Removal:** The Association will remove snow from the streets and parking areas, and from the driveways and walkways leading to each unit, according to a prioritized plan. Owners and residents with medical or other special needs should contact the Association office to apply for priority attention. Owners may remove snow using hand equipment including walk-behind snow blowers; however, vehicle mounted plows and other such equipment shall not be used or hired by Owners without the prior written approval of the General Manager.

20. **Amendments:** The Board may amend these Rules and Regulations at any duly called meeting of the Directors upon notice as provided for in Section 7.15 of the Declarations.

21. **Compliance and Enforcement Policy:** Section 10.1 of the Association Declarations provides that every Owner and occupant of a Lot shall comply with the Governing Documents and that the Board of Directors may impose sanctions for violations of the Governing Documents.

21.1 For speeding and parking violations. The General Manager is hereby authorized and directed to issue notices of violation for failure to adhere to posted speed limits and parking rules. After giving the alleged violator 10 days' notice for a hearing before the Board, the Board may consider levying a \$100 fine per violation.

21.2 For all other violations. The following procedures shall be followed for other violations of the Governing Documents.

(a) Complaints of violations shall be in writing and signed and dated by the complaining party. A complaint shall be described in detail and include the time, date and location of the violation, and, if known, the name and unit number of the offending party.

(b) Complaints shall be investigated as soon as is practical by the General Manager, or by a member of the Board of Directors, before any further action is initiated. If the complaint cannot be verified, it shall be returned to the initiator with a summary of the findings of the investigation.

(c) Preferably, the initial contact by the Association with an alleged violator will be made with a visit by the General Manager or a member of the Board of Directors, or by phone or written correspondence if a visit is not practical. The purpose of this contact is to share the information contained in the complaint and verify the circumstances described therein. A summary of the discussion shall be documented, attached to the complaint and submitted to the Board.

(d) If the Board of Directors determines a violation has occurred, it may in its sole discretion, proceed as follows.

1. If it is a first offense, and the owner has taken appropriate steps to correct the situation to prevent further non-compliance, the issue may be closed without further action.

2. If action is deemed appropriate, the Board may impose sanctions on violators as provided for in Article 10 of the Declarations that include without limitation; suspending the right to vote, performing maintenance responsibilities, remove or restore structures, preclude any invitee of an owner deemed in violation from performing activities in the

community, levying specific assessments, bringing suit at law or in equity, and imposing reasonable monetary fines after giving the alleged violator 10 days' notice for a hearing before the Board.

3. Until further action by the Board, the following will be the maximum amounts levied as fines for violations of the Governing Documents: \$100 for a first offense, \$250 for a second offense, and \$500 dollars for each subsequent offense

4. Violations which also constitute an infraction of local, state, or federal law may be referred to the appropriate agency for additional action.

5. Any written correspondence will be signed by the General Manager or a Director and will include details of the complaint and the name of the party making the complaint.

21.3 The General Manager shall confirm that actions authorized by the Board are carried out by the Owner in timely fashion and report the findings to the Board.

22. Conflict of Interest: If any contract, or action taken by the Board that will financially benefit a Director, the Director's parent, grandparent, spouse, child, or sibling, or the parent or spouse of any of those persons, that Director must disclose his or her conflict of interest at an open meeting prior to any action being taken on the issue. Thereafter, the Director may participate in the discussion but shall not vote on the issue. This rule will be reviewed by the Board at least every two years, or as otherwise required by law.