

JAY STREET TOWNHOMES OWNERS ASSOCIATION

HANDBOOK, RULES AND REGULATIONS

EMERGENCY PROCEDURES

**Fire, Police, Ambulance or
Other emergencies:**

Call 911!

Association Emergencies:

Gas/Electric -	Call Xcel Company	@ 800-481-4700	xcelenergy.com
Sewer -	Call Service Company		
Plumbing -	Call Service Company		
Roof Leak -	Call Property Manager	@ 303-834-0311	

PROPERTY MANAGER:

**Realty One Property Management, Inc.
1745 Shea Center Drive Ste 400
Highlands Ranch, CO 80129
Ph. 303-834-0311**

**www.realtyonepropmgmt.com
jrobson@realtyonepropmgmt.com**

ASSOCIATION INSURANCE COMPANY: (Subject to change without notice)

**American Family Insurance
10465 Melody Drive Suite 109
Northglenn, CO 80234
Agent: Richard Mann
303-280-3346 fax 303 280-3499**

This Handbook and the Rules and Regulations contained herein have been revised as of March, 2016.

TABLE OF CONTENTS

Emergency Procedures	inside
Welcome to Jay Street	1
About the Association	1
About the Board of Directors	1
Declarations and Bylaws	2
Rules/Regulations	2
Reporting Violations	2
Penalty Fee Schedule	3
Monthly Assessments	3
Insurance	4
Property Damage	4
Personal Property Damage	4
Deductible	4
Claims	4
Maintenance	4
Pets	5
Trash	6
Flags	6
Seasonal Decorations	6
Landscaping	6
Use of the Common-Area	6
Screen/Storm Doors	7
For Sale and Rent Signs	7
General	7
Parking	8
Nuisances - Disturbing Noises	9
Rental Units	9

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HANDBOOK, RULES AND REGULATIONS

Welcome to the Jay Street Townhomes Owners Association. This booklet has been produced so that owners and tenants may be able to refer readily to the rules and regulations of the Association. The Board of Directors hopes each owner and tenant will find this booklet informative and helpful.

It is essential in a homeowner association that neighbors be aware of others' needs for privacy and quiet enjoyment. It is through the efforts of all residents at Jay Street that our Association becomes a success. It is through the cooperation of everyone that rewards offered by townhome living will be realized. Hopefully, all of us will share the responsibilities and rewards of life at Jay Street.

JAY STREET TOWNHOMES OWNERS ASSOCIATION RULES AND REGULATIONS

Pursuant to Section 4 of the Condominiums Declaration for Jay Street Townhomes Owners Association, Inc., the Board of Directors hereby adopts these revised Rules and Regulations as of March, 2016.

Jay Street Townhomes Owners Association, Inc. shall be referred to as "Association"; the Board of Directors shall be referred to as "Board"; Townhomes shall be referred to as "Units"; the "project" shall refer to all common areas, amenity facilities and all lots and improvements.

"Assessment" shall mean and refer to any assessment levied, charged or assessed against an owner.

Final definition shall be interpreted as per the Declaration of Covenants, Conditions, Restrictions, and Easements Article.

Jay Street is comprised of all unit owners who share equally in the expenses and responsibilities of our community. The common interest of all who reside here is to maintain the highest quality of life for all residents, and to maintain the value of our property.

This guide contains the rules and regulations governing the Association. They apply to ALL residents of the Association -- owners and non-owners alike -- and compliance is expected. The rules are enforced by the Board of Directors, which is comprised of three (3) homeowners who are elected by the members of the Association.

Your Board encourages all residents to become involved in their community. You are encouraged to attend board meetings and to serve on one of the committees that advise the board.

Information on committees is available from the Board members or from the management company. Only through active resident participation can your Association be responsive to your needs and wishes. This will not only make Jay Street a sound investment where you can be proud to live, but will also make your life here pleasant and enjoyable.

**DECLARATION, ARTICLES OF INCORPORATION,
AND BY-LAWS:**

The Association is governed by these documents, a copy of which each homeowner received at closing. These documents, as well as budgets, minutes and other Association related documents are kept on file at the management company's office and are available for your inspection upon reasonable notice during normal business hours.

RULES AND REGULATIONS:

The Board may adopt reasonable rules as it deems proper and necessary, provided such rules are not in conflict with the Declarations and By-Laws of the Association. A copy of the rules as they are adopted, amended, or repealed must be mailed or otherwise delivered to each owner; upon such mailing or delivery, such rules shall have the same full force and effect and are enforceable.

In the event there is a conflict between any of these rules and any city, state or federal law, the appropriate governmental ordinance shall take precedence.

These Rules and Regulations, the Declarations, the Articles of Incorporation, and the By-Laws shall be enforced by the Board of Directors, and penalties and fines for infractions may be levied in accordance therein.

***OWNERS AND TENANTS ARE DEEMED RESPONSIBLE FOR INFRACTIONS COMMITTED
BY THEIR CHILDREN AND/OR VISITORS.***

REPORTING VIOLATIONS:

1. A written signed complaint detailing the violation must be filed with the management company before action shall be taken.
2. Written notice of the complaint shall be sent to the violating owner detailing the complaint and requesting compliance at the earliest opportunity. Copies of written notices to tenants will be forwarded to the owner/agent.

After notification of the complaint has been sent, the owner/tenant shall have ten (10) days from the date of the letter to notify the management company that they wish to contest the fine.

4. Owners wishing to contest a fine may do so at the next scheduled meeting of the Board of Directors. Should an owner wish to schedule a hearing, he must notify the management company of this intention to do so. All hearings must be scheduled into the agenda. Owners failing to notify the management company cannot be heard. If a person schedules a hearing, the complainant must be present at the hearing.
5. Tenants shall be liable for their own fines and for fines assessed against their guests or family members. If the fine assessed to the tenant remains unpaid after thirty (30) days, the Association shall assess the fine against the owner of the unit in which the tenant resides. The Association shall give the owner written notice of the assessment of the tenant's fine against the owner. The owner shall have ten (10) days from the date of assessment in which to pay or appeal the fine against the tenant.

MAXIMUM FINES AND PENALTIES FOR VIOLATION OF THE RULES AND REGULATIONS:

1. First Offense: A written notice to the owner describing the violation and suggested future procedures for compliance.
2. Second Offense: A \$20.00 fine.
3. Third Offense: A \$40.00 fine.
4. Fourth Offense: A \$100.00 fine, and in the case of pets, mandatory removal from the complex. In addition, all city, state and federal remedies shall be used.

Fourth and subsequent offenses shall require a written citation with a copy given or sent to the offender and \$100.00 fine assessed against the offender for each offense.

Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed. For example, if a resident violates a "pet" rule for his first violation, and then violates a "noise" rule for his second violation, the fine would be imposed upon the occurrence of the second violation. It is not necessary for a resident to violate a specific rule, such as the "noise" rule twice before a \$20.00 fine is levied. Similarly, a \$40.00 fine will be assessed for a third violation of the house rules and a \$100.00 fine will be assessed for a fourth and subsequent violation of the house rules.

These fines and penalties shall be due and payable with the next Jay Street dues installment. If payment of a fine is not received at that time, a late charge of \$10.00 shall be added. Late charges will be levied on the first day of the month the fine and assessment is due, and for each month thereafter until the fine is paid. Standard collection procedures apply. In extenuating circumstances, a payment schedule may be negotiated with the Board of Directors.

Any charges for damages or work done on behalf of the owner will be charged in the same manner. Standard collection procedures apply.

MONTHLY ASSESSMENTS (Maintenance Fees)

Maintenance fees paid each month by the homeowners cover the cost of the following:

Maintenance of common areas (lawns, trees, shrubs, sprinkler system). Water and sewer.
Maintenance of building exteriors (walls, roofs, and painting). Trash pick-up. Snow removal. Maintenance of community streets. Maintenance of sidewalks and parking areas. Master insurance policy. Newsletter. Management company fees.
Professional fees (lawyers, accountants).
Reserves for future repairs (roofs, painting).

All monthly fees are due and payable on the first of each month. Any balance not paid within 10 days will be subject to a \$10.00 late charge. If the account remains delinquent, the owner will be notified in writing of the Association's intent to lien the property. If no response is forthcoming within ten (10) days, a lien

will be filed, and any further legal action deemed necessary will be taken. Any filing or legal costs, including attorney's fees incurred will be added to the unit owner's assessments.

A unit that is delinquent in its assessment will have its voting rights suspended.

INSURANCE

The Association maintains a Master Insurance Policy covering the complex in general. The policy insures the Association for liability for bodily injury and property damage relating to acts that might occur on common property or to a building.

Following is an explanation of some of the insurance items:

PROPERTY DAMAGE

Damage to a building structure as a result of natural force or fire would be covered by insurance. HOWEVER, EVERYDAY WEAR AND TEAR IS NOT COVERED. (This does not cover items that are owned by residents as a result of fire and/or natural forces.) The insurance company will cover items inside that unit that would have been installed at the time the units were built. (This would include cabinets, carpeting, and trim) Items added after the units were built must be covered under the owner's personal insurance package.

PERSONAL PROPERTY DAMAGE

The Association's policy does not cover personal property of the residents. Therefore, it is highly recommended that you obtain individual coverage to compensate you or your resident in the case of a major loss. A Renter's policy can be obtained through most major insurance carriers.

DEDUCTIBLE

The Association's insurance policy has a deductible provision of \$2,500.00. If an owner, his family, or guests have a claim, the owner shall pay the deductible unless approved by the Board of Directors for the Association to pay the deductible. (If an increase in the premium is caused by an owner's negligence, he/she will be responsible for that increase.)

CLAIMS

The Board of Directors must approve all claims. If you wish to make a claim on the insurance policy, or to report damage you must contact the management company. They will advise you of the steps which must be taken. Do not have items repaired before first contacting the management company or the insurance agent for the Association.

MAINTENANCE

The Association is responsible for maintenance of the common areas and each homeowner is responsible for any maintenance of their limited common area. Utility lines will be maintained by the Association for water and sewer from the tap on the City line to the entrance of the unit. Roofs, rims, gutters, and exterior

maintenance will be provided by the Association. The Association will paint the exterior of the unit as necessary and if funds are available, including exterior doors.

Each owner is responsible for maintenance, repair and replacement of -all fixtures, equipment, facilities, and utilities installed within or attached to the owner's unit. The owner is also responsible for maintenance, repair or replacement of windows, and exterior doors.

If any item is damaged in the common area through the negligence or willful act or omission of an owner, member of the owner's family, guest, or resident in the owner's unit, the expenses will be the personal obligation of the owner.

Maintenance of all common (exterior) areas is provided by contract labor that is hired by the Board and paid for by the homeowner's monthly maintenance fees.

Requests for repair of exterior items must be submitted to the management company. Repair of interior items, as well as windows (screens and glass), doors, etc. is the responsibility of the owner.

Every owner shall perform promptly all repair and maintenance work within his unit, the omission of which would adversely affect any common element or air space of any other unit, and shall be responsible for all loss and damage caused by his failure to do so.

PETS

The City of Wheat Ridge has ordinances on pets and their maintenance. The owners, tenants and guests at Jay Street must adhere to these ordinances. If the ordinances are violated, the City will be contacted for enforcement and the owner will be subject to fines by the Association.

No more than two (2) dogs and/or cats per unit. No livestock, poultry or exotic animals other than normal household pets may be kept. Pets on or in the common area must be attended or be on a leash. No animal may be tethered to any stationary object in or on the common area or be left unattended. Any soilage made by pets in the common area or on landings, patios and balconies must be cleaned up immediately. All pets must be licensed and vaccinated in accordance with ordinances by the City, County, or State. No animals may be kept or bred for commercial purposes. No pet may be kept in such number or manner as to create a nuisance to other residents. Dogs shall not be permitted to bark excessively. Dog owners please be aware that your dog's barking is probably annoying to your neighbors. For this reason, as a courtesy, do not leave your dog outside at night or when you are not at home.

Complaints about animals can be enforced by the Board as outlined in the "Reporting Violations" section.

The unit owner is responsible and liable for any damage, injury or disturbance which pets in his/her unit may cause or inflict, including monetary damages.

TRASH

The trash pick-up days for the Association are Monday & Thursday each week, subject to change. If there is a holiday that week the pick up will be one day late.

No rubbish or debris of any kind shall be placed or permitted to accumulate in the common area, and no odors shall be permitted to arise therefrom so as to render any unit unsanitary, unsightly, offensive or detrimental to any other property or its occupants.

No resident shall sweep or throw any dirt, pet waste, or other substance into the common area or onto another resident's property.

FLAGS

Nothing in these rules shall prohibit the proper display of the official flag of the United States of America. No other national flag, pennant, or banner other than seasonal shall be displayed outside of a unit.

SEASONAL DECORATIONS

Decorations will be permitted so long as they are put up and taken down in a reasonable length of time. No damage or permanent attachment to the structure will be permitted. Also, decorations must be in good taste and not offend other homeowners.

LANDSCAPING

Entry landscaping cannot be altered in any fashion. Planting in ground or any change in the present landscaping will not be permitted unless approved in writing by the Board of Directors. Live, well-maintained plants and/or pots may be kept on porches.

USE OF THE COMMON-AREA

No person shall obstruct any part of the project common area, including sidewalks, and driveways, or use them for any purpose other than ingress and egress to and from the Jay Street Townhomes project. The sidewalks, driveways, retaining walls, and drainage areas shall not be used as a play area for children nor shall baby carriages, bicycles, skates, or similar articles be allowed to be used in those areas above mentioned or on common area grass areas. No motorized vehicles shall be used on the walkways, landscaped areas, or any other portion of the project. Bicycles will not be permitted except for ingress or egress purposes. No portable basketball hoop may be left in the parking lot overnight.

No fireworks or firearms may be discharged anywhere within the complex.

SCREEN/STORM DOORS

Exterior storm doors are permitted, provided they are white. No silver colored, aluminum or black are permitted. All doors will be the responsibility of the owner to maintain or replace.

FOR SALE AND RENT SIGNS

These signs may be placed only in the window of the unit to be sold or rented. No staking of these signs will be permitted in the space in or around the front, side or rear of the unit. The size of the sign is not to exceed 2' x 3', the standard size for normal real estate signs.

GENERAL

No clothesline of any type shall be placed on any property. Garments, rugs, clothing, or other household items may not be hung from windows, balconies, railings, fences, or sides of the buildings.

Wall-mounted, window-mounted, or any other kinds of sleeve-type air conditioners are not allowed. Evaporative (swamp) coolers are also prohibited.

No flammable, combustible, or explosive fluids, chemicals or substances may be kept on the property except those required for normal household or automotive use.

No unit shall be used for any purpose other than residential. No business, profession or trade shall be conducted in any unit which creates unusual activity, or draws vehicles or pedestrian traffic into the project.

No soliciting or door-to-door distribution of printed materials, such as flyers, handbills, leaflets, etc. (except for official Association business) without the express permission of the Board of Directors. No exterior antennae of any type are allowed.

Additions or alterations that require cutting through the roof or exterior wall of the unit (pet doors, windows) will not be permitted. No person shall cause any signs, posters, or advertising devices of any nature to be erected or maintained on any part of the project (including without limitation, upon any lot, exterior walls, doors, roof or any part thereof, or imposed on or at any window, or any vehicle, automobile or other equipment or items), without the prior written consent of the Board, except for a sign or signs identifying the project which may be maintained by the Association.

To maintain the architectural continuity within Jay Street, no resident may alter, repair, repaint or do any work upon any of the common elements without prior written consent from the Board of Directors. Items which may not be altered without written approval include, but are not limited to: storm doors, gates, all doors and windows, exterior vents, antenna, air conditioning units, or balconies/railing.

All opening windows MUST have screens. Bent, torn or rotted screens must be replaced promptly by homeowner.

Under no circumstances shall nails be driven into the building siding. Seasonal decorative items are permitted for a limited time surrounding the appropriate holiday and owners are responsible for any and all damage done to the building by such decoration.

No exterior antennae of any type are allowed. All wiring for cable television must be hidden. No wires are to be installed on buildings or laid upon the gravel or landscaped areas. Satellite dishes must be pre-approved by the Board of Directors.

All units must have appropriate window coverings. Newspapers, sheets, blankets, aluminum foil or cardboard are not considered proper window attire and are forbidden sixty (60) days after taking occupancy.

Unightly objects, such as ladders, canoes, bicycles, appliances, etc. may not be stored on patios. Any other items must be kept from view.

Only authorized maintenance personnel are to be on community roofs and structures. The Association will not be held liable for any injuries from such activity.

Nothing shall be allowed, done or kept in any unit or on the common element in violation of local, state, or federal codes, and/or laws which would cause an increase in premiums or cancellation of Association Insurance coverage.

PARKING

Residents may not use the visitor overflow parking area for their own personal use.

Parking in designated fire lanes, or stopping or standing in fire lanes, is prohibited by City code. Violators may be ticketed by city police for fire lane violations that are reported to them by ANY individual. Vehicles obstructing any portion of a fire lane or driveway will be towed.

Commercial type vehicles, including but not limited to, campers, motorhomes, trailers, boats, limousines or other over-large vehicles may not be parked on Jay Street grounds.

Trucks in excess of 3/4 ton, moving vans, trailers and motor homes are allowed only when engaged in transport to and from a building. Under no circumstances may they be parked on sidewalks or landscaped areas, or left overnight.

Garage doors should be closed at night. The Association is not responsible for lost or stolen items. Damage to garage doors or trim shall be the responsibility of the owner.

No vehicle maintenance, except emergency measures to start the engine or change a flat tire, is to be performed on common ground. Under no circumstances shall the changing of engine fluids be allowed in the common area.

Loud noise emitting from car exhaust pipes, stereos, homes, etc. are strictly against the law and by Bylaws of the Association. All drivers shall refrain from disturbing residents. Owners shall be responsible for the fines and penalties of visitors who violate this rule.

No inoperative, unused, unregistered or abandoned vehicles shall be stored, parked, maintained or kept on any part of Jay Street grounds. A vehicle whose registration has expired and has not been registered within the 30 day grace period as defined by State law shall be deemed "unregistered" and will be served notice of towing.

A written notice describing the abandoned or derelict vehicle and requesting immediate removal thereof may be personally served upon the owner or posted on the vehicle. If such vehicle has not been removed within seventy two (72) hours thereafter, the Association shall have the right to remove the same without liability, and the expense thereof shall be charged to the owner/resident.

NUISANCES - DISTURBING NOISES

No homeowner shall make, or permit to be made, any disturbing noises or disturb, or interfere with the lawful, peaceful, peaceable and quiet occupancy and enjoyment of the other units in his or neighboring buildings of the use and enjoyment of the common elements of the project by the homeowners and their guests.

RENTAL UNITS

In cases where owners are leasing their units to another individual, the owner/agent must provide a copy of the Jay Street Townhomes Owners Association Rules and Regulations. The owner of a unit hereby agrees to insure that their Tenant obeys the Rules and Regulations of the Jay Street Townhomes Owners Association and will evict said Tenant if violations of the Rules are documented. Property owners **MUST** provide the management company with a copy of the lease.