

RULES AND REGULATIONS OF LONG MEADOW ESTATES

I. INTRODUCTION

- A. Covenants, Conditions and Restrictions: These Rules and Regulations are enacted by the Board of Directors pursuant to the authority granted in the Declaration of Covenants, Conditions and Restrictions of Long Meadow Estates (the "Declaration") and the Colorado Common Interest Ownership Act ("CCIOA") (Sections 38-33.3.302 (1)(a), Colorado Revised Statutes).
- B. Violations: These Rules and Regulations are designed to protect the common interest and collective rights of the Lot Owners. Complaints of violations may be filed by any Adult Resident, or by the Property manager of the Association, by signing and delivering a written description of the alleged violation ("Complaint") to the Property Manager's office.
- C. Board Authority: The Board shall have the authority to investigate Complaints and to enforce these Rules and Regulations in the manner stated herein. The board is also authorized to take appropriate legal action if necessary for enforcement, subject to the restriction stated in Section 5.17 of the Declaration.
- D. Copies of Documents: The Association will make copies of all documents governing the Association (including the Articles of Incorporation, Bylaws, Declaration and these Rules and Regulations) available to Lot Owners upon request. However, since each Lot Owner will have received these documents upon the purchase of a Lot, the Association may charge a reasonable fee for providing such additional copies.

II. DEFINITIONS

- A. Adult: Anyone 18 years of age or older
- B. Architectural Review Committee (ARC): Board appointed committee of 3 members of the association to review architectural and common element alteration issues.
- C. Association: The Long Meadow Estates Homeowners Association, Inc., a Colorado not-for-profit corporation.
- D. Board: The Board of Directors of the Association.
- E. By-Laws: The bylaws of the Association. The bylaws contain detailed provisions for governance of the Association, such as the manner for schedule and conducting official meetings of the Lot Owners and Directors; the manner of electing Directors; and the appointment and relative powers of the officers of the Association.
- F. CCIOA: the Colorado Common Interest Ownership Act, as amended.
- G. Common Elements: all of the land and improvements located within the development except the land and improvements located within individual Lots. See Lot lines on the LME Plat of the property.
- H. Declaration: The Declaration of Covenants, Conditions and Restrictions, as filed with the Clerk and Recorder's office of Arapahoe County, Colorado, on March 3, 2005 at Reception No. B5030472 and Affidavit of Execution recorded on May 12, 2005 at Reception No. B5069067, as the same may from time to time be amended or restated.

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II. DEFINITIONS (continued)

- I. Lot: a physical portion of the development with is designated for separate ownership or occupancy and the boundaries of which are described in or determined pursuant to the Plat.
- J. Lot Owner: The owner(s) of a Lot.
- K. Members: The members of the Association. Pursuant to the Articles of incorporation and the Declaration, each Lot Owner is a Member.
- L. Plat: The Long Meadow Estates Subdivision Final Plat as filed with the Clerk and Recorder's office of the County of Arapahoe, Colorado, on September 22, 2004 at Reception No. B4167927, and Long Meadows Estates Subdivision, Amendment 1, recorded May 5, 2005 at Reception No. B5064563, as the same may from time to time be amended or supplemented.
- M. Property Manager: The manager of Long Meadow Estates duly designated by the Board. The Association shall provide each Lot Owner and Resident with the name, address, telephone number, fax number and email address of the Property manager upon request.
- N. Resident: Shall refer to any person who resides on a Lot, whether as a Lot Owner, guest, licensee, invitee, or tenant.

III. REGULATION OF CERTAIN IMPROVEMENTS AND MODIFICATIONS

A. Satellite Dishes.

- 1. Lot Owners may install satellite dishes within their Lots for the reception of telecommunication signals.
- 2. Each dish must not exceed 18 inches in diameter, although the Board may, within its discretion, approve dishes that are imperceptively larger.
- 3. Each dish must be installed within the Lot that it serves, must be installed by the professional installation service.
- 4. Each dish and wiring must be painted to match the exterior of the home.
- 5. Each dish must be maintained in good condition at the Lot Owner's sole expense.
- 6. Any structural damage caused by the installation of the dish to the HOA common elements (roof, exterior walls, gutters, patio, etc.) will be the sole responsibility of the Lot Owner to repair or replace.
- 7. Any dish which does not conform to the requirements stated herein must be made to conform or must be removed, at the Lot Owner's expense.

B. Storm Doors and Security Doors:

- 1. Lot Owners may install storm doors and security doors having a design and appearance approved by the Board.
- 2. The Maxx View Door was the standard door approved by the HOA on 08/02/07.
- 3. Such doors must be professionally installed and must be maintained in good condition at the Lot Owner's expense.
- 4. Any such door which does not conform to the requirements stated herein must be made to conform, or must be removed, at the Lot Owner's expense.

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III. REGULATION OF CERTAIN IMPROVEMENTS AND MODIFICATIONS (continued)

C. Screened Covered Patios or Decks: (see HOA minutes 08/02/07)

1. The standard design for screened patios or decks was approved by the Board on 07/12/07 for the property at 5119 LMC.
2. Each application for a screened patio/deck will be decided on a case-by-case basis.

D. Fencing: (see HOA minutes 08/02/07)

1. Where possible the planting of bushes and trees should be used to enhance privacy between homes.
2. Fencing will be limited to the brick enclosure around the patio BBQ areas (such as those around the Aspen Model BBQ patios).

E. Basketball Hoops: (see HOA minutes 01/15/08)

1. The construction, installation and/or placement of a basketball court or hoops outdoors on any Lot are prohibited.

F. Yard Decorations (including bird feeders):

1. Any yard decorations must be approved by the Board.
2. Each yard decoration must be maintained in good condition at the Lot Owner's sole expense.
3. Any yard decoration which does not conform to the requirements stated herein must be made to conform or must be removed, at the Lot Owner's expense.

G. Exterior Walls: (dog doors?)

1. Anything permanently secured to the exterior walls must be approved by the Board (flag pole holders, nails for decorations, garage door openers).
2. Each item must be maintained in good condition at the Lot Owner's sole expense.
3. Any item which does not conform to the requirements stated herein must be made to conform or must be removed, at the Lot Owner's expense.

IV. ASSOCIATION ACCESS TO HOME FOR EMERGENCY PURPOSES

- A. Emergencies: Because the community contains homes that are either adjoining or otherwise in close proximity to one another, it is important that the Property manage and emergency response personnel (such as the fire department and Police) be able to prevent the spread of any fire, water leak, sewage backup or other dangerous occurrence.
- B. Keys: In furtherance of that goal. Lot owners and residents must either provide the Property manage with a spare set of keys to the home or provide the Property Manager with information about the location of a spare set of keys for emergency access to the home.
- C. Confidentiality: The Property Manager shall keep all such times and information safe and confidential for the Association's emergency use only, and shall return such times when Lot Owner moves.

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IV. ASSOCIATION ACCESS TO HOME FOR EMERGENCY PURPOSES

- D. Petitions: Lot Owners or Residents who strongly object to providing such times or information may petition the Board for other arrangements in keeping with the goal of protection the safety of the community.

V. ALTERATIONS

- A. Written Approval of the Board: No architectural alteration or additions are permitted to the exterior of any home without the prior written approval of the Board.
1. This includes but is not limited to the enclosure of a patio, the installation of a patio fence, and the installation of hot tubs or spas.
 2. Application forms (see Appendix A) will be available for the Property Manager for use in applying for Board approval.
 3. The Property Manager and the Board shall handle all such applications as efficiently and expeditiously as possible.
 4. Notwithstanding the foregoing, the installation of peepholes in exterior doors does not require Board approval.
- B. Front Doors: except for doorbells or knockers or decorative wreaths, nothing shall be hung or place on the front door of a home.
- C. Signs and Poster: except as may be approved by the Board for display during public election campaigns (impartially and without regard to content) and approved by the Board for display during the time that a home is on the market for sale or rent, no signs or posters of any kind may be displayed outside of any home or in any window that is visible from an point outside of the home.
- D. Fines: failure to comply with the Association's requirement for prior approval of alterations as stated herein may result in assessments or fines against the Lot Owner and/or Resident as provided in these Rules and Regulations.

VI. BUSINESS OR COMMERCIAL ACTIVITY

- A. Lawful Business: as provided in Section 13.10 of the Declaration, a Lot Owner (or a tenant thereof who resides on the Lot) may operate any lawful business within his or her Lot subject to the following conditions and restrictions intended to preserve the overall residential character of the community:
1. Resident: the business must be operated by a person who actually resides on the Lot, and the Lot must be used primarily as a residence;
 2. Non-Residents: the business must not be conducted on the Lot by any person (including but not limited to employees or sub-contactors of the business) other than an actual resident of the Lot;
 3. Type of Business: the business must be a service business exclusively or , if engaged in any extent in the sale of goods, one in which the Lot is not used for the production, warehousing or distribution of the goods;
 4. Traffic: the business operations must not cause an unreasonable level of traffic of any kind within the community.

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VI. BUSINESS OR COMMERCIAL ACTIVITY (continued)

5. Other Lots: the business must not interfere with the use and enjoyment of any of the other Lots or the Common Elements.

VII. VEHICLES AND PARKING

- A. Traffic Signs: reckless or careless driving and driving at an unsafe speed within the community are prohibited. The Board may post signs regulate the flow of traffic on the Common Elements, and all drivers must obey these signs.
- B. Garage Doors: In order to maintain an orderly appearance...
 1. Lot Owners and Residents must park their vehicle within their garage when there is room within the garage, except for brief periods when appropriate for the Resident's convenience.
 2. The Board may approve variance from this requirement in cases of special necessity.
 3. Garage doors must generally remain shut, except when reasonable needs (unloading, working in or about the garage, etc.) require otherwise.
- C. Restricted Vehicles: as provided in Section 13.09 of the Declaration
 1. No trucks, commercial vehicles, trailers mobile homes or detached camper units may be kept, stored or maintained upon the Common Elements or upon any driveways (whether or not part of the Common Elements);
 2. Provided, however, that commercial vehicles may be parked in driveways or in designated parking areas upon the Common Elements for not more than seventy-two (72) hours when necessary for the Lot Owner's or Residents convenience.
 3. Boats, recreational vehicles and other similar craft or vehicles may not be kept, stored, parked or maintained upon the Common Elements.
 4. No damaged, derelict, unregistered, un-plated, abandoned or unsightly vehicles will be kept, stored, parked or maintained upon the Common Elements or upon any driveways (whether or not part of the Common Elements).
- D. Vehicle Repairs:
 1. Mechanical repairs on vehicles are not permitted anywhere within the community.
 2. All vehicles shall be maintained so as to avoid excessive and unsightly oil and other operating fluid stains or pools under the vehicles and the driveway.
 3. Vehicle owners are responsible for the cleanup of excessive fluid leakage if it does occur.
- E. Vehicle Noise: vehicles that emit unreasonably loud noise may be restricted or banned by the Board on a case by case basis.
- F. No Parking:
 1. Board may designate and post signs "No Parking" areas on the Common Elements.
 2. There shall be no parking where indicated by "No Parking" signs or yellow or red curb markings, and
 3. There shall be no parking within twenty (20) feet of any fire hydrants whether posted or not.
 4. Signs concerning temporary or restricted parking must be obeyed at all times.

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VII. VEHICLES AND PARKING (continued)

G. Visitor Parking:

1. Some parking areas within the community will be posted as "Visitors Only".
2. Such areas are restricted to the exclusive use of guests of Residents.
3. No vehicle may be parked with such areas for more than seven (7) consecutive days, although the Board may approve variances from this requirement in cases of special necessity.

H. Parking Rules: rules shall be enforced as follows:

1. Warnings and Towing: the Property Manager is authorized to arrange for towing, as the vehicle owner's expense, any vehicle parked on the Common Elements in violation of these rules, beginning 24 hours after first posting a written warning on the vehicle.
 - a. The warning shall describe the violation in reasonable detail and shall be signed by the Property Manager.
 - b. No person other than the Property manager is authorized to post a warning notice.
 - c. In cases of emergency, such as a fire, the Property manager is authorized to tow the offending vehicle out of the way without prior notice.
2. Complaints: for violations other than those addressed in subparagraph 1 above,
 - a. Any Adult Resident may file a Complaint with the Property Manager.
 - b. The Property Manager may also file a Complaint.
 - c. All such Complaints shall be handled under the general enforcement of provision of these Rules and Regulations.

VIII. PETS

- A. Covenants: the keeping of pets is subject in all respects to Sections 13.04 of the Declaration.
- B. Clean-up: all pet owners shall clean up after their pets. When a pet defecates on the Common Elements or within another Lot, the pet's owner shall be responsible for cleaning up the pet's waste.
- C. Damages: if any pet damages any part of the Common Elements, the pet's owner will be responsible for the cost of repair and restoration.
- D. Restrictions: no pets are permitted other than domesticated cats, dogs, fish, birds, and other small mammals (such as gerbils). No more than two cats or dogs may be kept by any home at any one time.
- E. Control and Shelter: it is the responsibility of every pet owner to control their pets in such a manner as to ensure that they do not interfere with other resident's enjoyment of their property and the Common Elements.
 1. All pets must be sheltered within the home during the night.
 2. No pet may be left unattended on the Common Elements.
- F. Noise: each pet owner shall take diligent measures to prevent his or her pets from making excessive noise.

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IX. POLICIES

A. Snow Removal (see HOA minutes 01/15/08)

LME Homeowners Association:

1. Provides snow removal from streets within the community, driveways, and sidewalks.
2. Budgets an amount each year based on the amount spent in the prior years(s).
3. To stay within budget, in years where snowfall is greater than expected, and extra snow removal services are required, there will be a special assessment to cover the additional cost.
4. Repair or replacement of sod, sprinkler heads or other damage created by the service contractor will be at the Contractor's expense.
5. These snow removal policies may be changed or adjusted from time to time based on a majority vote by (a) the Board of Directors, or (b) by the full HOA at an annual or other special HOA meeting.

Guidelines:

1. The contractor has been instructed to commence plowing streets, driveways and sidewalks after snow accumulations of two (2) inches.
 - a. When there is any doubt regarding when to commence snow removal services, the contractor is to call the Property Manager.
 - b. If it continues to snow after driveways and sidewalks are cleaned off, contractor has been requested to plow a 2nd time after there is an additional accumulation of two (2) inches.
2. To prevent future ice accumulation, at a new snow depth of one inch, contractor is requested to shovel sidewalks and driveways only.
3. Whenever there is a build up of ice on north facing sidewalks, the contractor will apply ice melt (not ice slicer – brown residue) on sidewalks

B. Landscape Management Services (mid April – mid October)

1. Lawn mowing, trimming, blowing, edging and annual aeration.
2. Beds: weeding and trash collecting
3. Leaf removal in the spring and fall
4. Pruning shrubs: June and September
5. Chemicals: weed control and fertilization
6. Contractor will turn ON irrigation system on April 15th,
7. Contractor will turn OFF irrigation system Nov 15th and winterize system.
8. Property will be watered approximately 3 times a week between April 1 and Nov 15.

C. Wetlands: Army Corps of Engineers

1. Property of Cherry Creek Presbyterian Church
2. LME provides the service to the detection pond bubbler.
3. LME maintains the "No Trespassing Signs"

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IX. POLICIES

D. Driveway Chalking – Amendment #1 (see HOA minutes 01/15/08)

1. At least annually, obtain a report, from a person of suitable professional skill and experience, concerning the conditions of all exterior caulking
2. In the absence of a compelling reason to question their report, follow the recommendations of the report.
3. As to each of the items identified in Sections 11.01 (a-d) perform all maintenance recommended by the builder of the Lots and Buildings, to the builder's specifications and to the extent necessary to maintain in effect any builder's warranty.

E. Sidewalk / Driveway Light Fixtures (see HOA minutes 01/15/08)

1. Residents will report any broken sidewalk light fixtures to the Property Manager
2. The Property Manager will have the Landscape Management Service replace the fixtures, glass or bulbs.

F. Garage and Entry Lights (see HOA minutes 04/01/08)

1. Residents are responsible for replacing the exterior lights over the garage and entry way.
2. Landscape Service will replace all entry lights, when requested by Property Manager.
3. Replace lights with Feit Electric Halogen Bulbs 130 volt, 50 watt flood lights, available at Home Depot or Lowe's (ask for professional contractor bulbs).

X. RULES FOR LEASING OF HOMES

- A. Duration of Lease: Leasing of homes for less than one (2) year is not permitted, although the Board may approve shorter terms (subject to such additional conditions and restrictions as the Board may require in order to protect the common interest of all Lot Owners) in extenuating circumstances.
- B. Written Approval of Board: All leases are subject to the advance written approval of the Board, to determine their compliance with the Declaration, and the Lot Owner shall be responsible for providing a copy of the lease to the Association and obtaining such approval in advance of executing such lease.
- C. Zoning Ordinance: There shall be no more people residing in a unit than there are permitted by applicable zoning ordinances.
- D. Property Management Files: After approval by the Board, all leases shall be maintained on file with the Property Manager's office. Lot Owners must provide the names, business address, and telephone number of the tenant.
- E. Compliance by Tenants: Every lease must provide that the tenant shall comply with all applicable provisions of the Declaration and these Rules and Regulations. The Lot Owner must provide his or her tenant with a copy of the Declaration and these Rules and Regulations at the time of leasing.

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XI. ENFORCEMENT

A. Common Assessments:

1. Monthly Common Expense Assessments (as described in Section 5 of the Declaration) are due and payable on the first day of each month.
2. If any common expense assessment (including monthly Common Expense Assessments and Special Common Expense Assessments under Section 5 of Declaration) is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 21% per annum; and
3. The Association may additionally assess a monthly late charge thereon on the amount of 5% of the delinquent assessment, which charge may be made every month thereafter until the delinquent assessments are paid.
4. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the subject home and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

B. Fines:

1. The Association may levy fines against Lot Owners and Residents who violate (or whose family, guest, invitee, or licensee violate) any provision of the Declaration or these Rules and Regulations.
2. Such fine may be levied following prior written notice sent by first class mail or personal service providing the Lot Owner or Resident an opportunity to be heard before the Board on the subject violation.
3. The fine for a first offense shall be equal to 25% of the monthly Common Expense Assessment applicable to the Lot that the Resident owns or where the Resident resides.
4. The fine for the same offense committed again by the same Resident shall be double the fine for the previous offense.
5. Fines shall be due and payable with the next monthly Common Expense Assessment.
6. All such fines shall constitute a lien on the subject Lot as provided in Section 5.15 of the Declaration, and may be referred for a legal action; and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such fine.

C. Complaints and Evidence:

1. In all enforcement actions in which a Complaint is filed, the charges must be proven by clear and convincing evidence before any fine may be imposed.
2. The Board shall hear the evidence and decide the case by majority vote.
3. No strict rules of evidence shall apply.
4. The President of the Association shall preside over all violation hearings.
5. Any Board member who has any connection to the case, such as having filed the Complaint or having been a material witness to any disputed facts that are relevant to whether a violation has occurred, shall be disqualified from hearing and voting upon the case.
6. The assessment of fines is discretionary and not mandatory; however, the Board shall strive for consistency in its decisions with regard to such matters.
7. The Board shall hear and decide all cases as efficiently and as expeditiously as possible.
8. Every person subject to a fine or other penalty as a result of a Complaint shall be entitled to be represented by an attorney in connection with all proceedings.
9. Every person who files a Complaint shall also have the right to counsel in connection with all proceedings.

RULES AND REGULATIONS OF LONG MEADOW ESTATES

XI. ENFORCEMENT

- D. Frivolous Complaints: No person shall knowingly file any Complaint which is frivolous or intended solely to harass or annoy the person against whom the Complaint is filed.
- E. Governed by the Declaration:
1. The assessment and collection of Common Expense Assessments, Special Common Expense Assessments, and other charges, costs, interest, fees, fines, and other assessments are otherwise governed by the Declaration.
 2. In the event of any inconsistency between these Rules and Regulations and the Declaration, the Declaration shall control.

XII. SUSPENSION OF VOTING RIGHTS AND PRIVILEGES

A. Default of Payment:

1. The voting rights of a Member shall be suspended during any period in which such Member is in default in the payment of any assessment levied by the Association.
2. Such rights may also be suspended by the Association after notice, for a period not to exceed 60 days for any violation of any provision of these Rules and Regulations or the Declaration, when such violation has been determined under Section X of these Rules and Regulations.

XIII. PATIOS AND DECKS

A. Permissible Items:

1. Except as may be specifically authorized elsewhere in these Rules and Regulations or the other governing documents the only permissible items on patios are:
 - a. Furniture and plants on the deck or low stand
 - b. BBQ with a hard connection to the gas line provided.
 - c. BBQ with a propane tank.
 2. Appliances such as but not limited to are not permitted on patios or decks:
 - a. Refrigerators
 - b. Freezers
 - c. Washing Machines
 - d. Dryers
- B. Prohibited Activities: any activity that causes any liquid, dust, or debris to leave a patio or deck area and be blown onto other patios or common elements is prohibited.

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XIV. MISCELLANEOUS

- A. Prohibited Behaviors: it is forbidden to expectorate or flip cigarette butts and/or matches or any other items any where at any time on the Common Elements.
- B. Fireworks or Firearms: no fireworks or firearms may be discharged or fired within the community at any time.
- C. Seasonal Decorations: (such as Christmas lights and displays) must be reasonable in size, not garish or unsightly, and may not be displayed year round but with a reasonable time before, during and after the event for which they are displayed.
- D. Issues: Members who have issues that they wish the Association to address may either bring them to the attention of:
 - 1. the Board at the regular Board meeting,
 - 2. the Members at the annual meeting of Members, or
 - 3. the Property Manager.
- E. Board Meetings: shall be open to the Members to the extent required by CCIOA.

XV. RESIDENT'S RESPONSIBILITIES

- A. Residents are in all cases responsible for any and all infractions of these Rules and Regulations and the other governing documents committed by themselves and their families, guest, invitees, and licensees.
- B. Lot Owners are responsible for any and all infractions committed by their tenants and the guests, invitees, and licensees of their tenants.
- C. Residents are responsible for the behavior of any children living with them or visiting them.

ATTESTATION

The undersigned, as Vice President of the Association, attest that the foregoing Rules and Regulations were approved and adopted by the Board of Directors of the Long Meadow Estates Homeowners Association, Inc. on the 1st day of June 2008.

Priscilla K. Hickey, LME HOA VP

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Other discussion Items:

“Dog Doors”

“wind chimes”