

July 22, 2003

Dear Woodridge Terrace Townhome Owners:

Attached are the revised Rules and Regulations dated July 2003 issued by the Woodridge Terrace Homeowners' Association. This document is a supplement to the *Declaration of Covenants, Conditions and Restrictions for Woodridge Terrace Townhomes* recorded April 14, 1983.

This is an important document and homeowners are advised to read and become familiar with the contents. Failure to comply can have serious financial implications. Please keep this document in a safe, convenient location. If necessary, replacement copies may be obtained from Western States Property Services @ 303-745-2220.

Your Board of Directors appreciates your support and compliance with these rules and regulations.

Any questions or comments should be directed to the management company for referral to the Board of Directors.

Sincerely,

The Rules and Regulations Committee

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*ATTACHMENT 1: COPY OF THE ACC FORM*

**WOODRIDGE TERRACE  
RULES AND REGULATIONS**

**A. GENERAL**

1. In accordance with Article IV, Section 4.3, Paragraph B, Page 7 of the By-laws of Woodridge Terrace Homeowners Association, the Board of Directors has the responsibility to make and enforce reasonable rules and regulations as may be necessary for the use, operation and occupancy of Woodridge Terrace.
  
2. The intent of these rules and regulations is to enhance property values, provide a liveable community and promote well being within Woodridge Terrace. The general guidance in their development is common sense and consideration of our neighbors.
  
3. These rules and regulations supplement and clarify the **Declaration of Covenants, Conditions and Restrictions for Woodridge Terrace Townhomes**, hereinafter referred to as the Declaration. If there are conflicts between the Declaration and the rules and regulations, the Declaration shall govern.
  
4. Homeowners and Tenants are responsible for the actions of their family members and guests, and shall make family members and guests aware of the rules and regulations of Woodridge Terrace.
  
5. These rules and regulations supersede and replace any previously published rules and regulations.

**B. USE OF COMMON AREAS**

1. In general, the common areas are for the use and enjoyment of all residents of Woodridge Terrace. Homeowners and Tenants must be considerate of others. Damage to any common area caused by a Homeowner, Tenant, family member, guests, or pets shall be the financial responsibility of the Homeowner.

2. Common area is defined as all property outside of the exterior walls/deck of the dwelling. Homeowner and Tenants shall be aware that common areas are owned and maintained by the Association, and are **not** the property of homeowners.
3. Art objects, curios, and yard decorations, either temporary or permanent, are not allowed except as approved by the Architectural Control Committee. Seasonal or holiday decorations are permitted but must be removed promptly after the holiday. For Christmas decorations, the duration is Thanksgiving until the close of the Western Stock Show; all others one week before and one week after the holiday.
4. Standard type of portable flower containers (round or rectangular; wooden or clay) are allowed but must be removed at the end of the growing season. Placement of flower containers must not interfere with yard maintenance or landscaping.
5. All private property, including toys, tools, bicycles, barbecue grills, etc., shall not be left unattended in any common areas. Property left unattended may be removed and disposed of by board members or other agents of the association.
6. No permanent exterior addition, alteration, antenna, or decorations to any building, fence, hedge, tree or other structure is permitted except by written authorization from the **Architectural Control Committee**. This applies to any alteration that is visible from the exterior including location of satellite dishes.
7. Homeowners and Tenants are not allowed to walk on the roofs, and shall be aware that walking on the roofs can cause damage to shingles. Roof access is prohibited except as authorized by the Board.
8. Homeowners and Tenants will not put nails, screws or other types of fasteners in the exterior siding or trim of any building. All holes will be patched and painted prior to closing upon the sale of a unit. Digging or driving objects into the ground is prohibited because it may cause damage to sprinkler piping or other utilities and

result in a cost to the Homeowner.

9. Real estate For Sale signs and replacement (windows, flooring, etc.) advertisements are not allowed in the common area.
10. Bicycles, skateboards, all types of skates, and motorized toys are prohibited on sidewalks and grassy areas within Woodridge Terrace.

### **C. HOME AND COMMUNITY SECURITY**

1. As good neighbors, we should all be aware of each others presence. If something is not usual, or suspicious activities are occurring, make note of license plates or identities, and, if necessary, call the Arapahoe County Sheriff's office (303-795-4711) or emergency 911.
2. All Homeowners are to be aware that Woodridge Terrace is a NO SOLICITATION community. Solicitors should be so informed and politely asked to leave. Should any problems arise, contact the Sheriffs office (stated above).
3. Homeowners are requested not to leave garage doors open for any length of time when not in the immediate area. It takes very little time to steal valuables or vehicles.
4. It is suggested that mail and newspaper delivery be temporarily stopped while Homeowners are absent. Newspapers in the driveway are a sign that occupants may be away.

### **D. TRAFFIC/PARKING**

1. No parking is allowed in any area designated as a fire lane. Fire lanes are: 1440 to 1486 E. Nichols Drive, 8101 to 8127 S. Humboldt Circle, 1440 to 1486 E. Nichols Circle, and 1539 to 1557 E. Nichols Circle. In addition, parking is not allowed within five (5) feet of fire hydrants. Only temporary parking is allowed near

the mailboxes. Violator's vehicles will be towed away at the owner's expense.

2. The parking spaces adjacent to the clubhouse are for clubhouse and/or pool parking only. The spaces adjacent to 1434 E. Nichols Drive and across the street from 8105 S. Humboldt Circle are for visitors only. Violators are subject to towing at owner's expense.
3. Only motorized, operable, and licensed vehicles shall be permitted within Woodridge Terrace. The operating of any motorized vehicle without a valid state license plate, including mini-bikes, miniaturized automobiles, snowmobiles, go-karts, etc., on any street, sidewalk or other common area is prohibited. Violator's vehicles will be towed away at the owner's expense. Homeowners and Tenants shall be responsible for the legal and considerate parking of all vehicles owned by their family members and guests.
4. No major vehicle repair or maintenance shall be undertaken in common parking areas or driveways. Particular care shall be taken to avoid spillage of any fluids from vehicles, such as antifreeze, lubrication oils, or fuels. **Any damage to driveways due to spillage of fluids including, but not limited to, motor oil, antifreeze, paint or rusty water will be the responsibility of the Homeowner for cleanup** or repair as determined by the Board of Directors. Cleanliness of the driveway is the responsibility of the Homeowner. A limited amount of vehicle washing is permitted for vehicles owned by Homeowners and Tenants only. Homeowners and Tenants should be aware that excessive water usage may cause increases in monthly Association fees.
5. **Storage of Homeowner or Tenant recreation vehicles, motor homes, boats or other oversize vehicles (larger than ¾ ton) shall not be permitted in common parking areas or driveways.** Recreation vehicles owned by guests visiting Homeowners or Tenants are permitted up to a period of one week.

## **E. HOMEOWNER EXTERIOR MAINTENANCE RESPONSIBILITIES**

1. Homeowners are responsible to maintain patios and decks in a presentable manner. If the Homeowner wishes to apply a color stain to a wooden deck, the color shall be selected from those pre-approved (contact the management company for list). All stains, whether clear or tinted, shall be applied in accordance with manufacturer's recommendations.
2. The Homeowner is responsible for the repair and maintenance of windows, skylights, light fixtures, screens, security doors, garage doors and front exit doors. Painting of garage doors and painted rear exit doors are the responsibility of the Association. Front doors will be maintained in the original stained and varnished appearance, utilizing approved stain color. If there are any questions pertaining to the maintenance of the doors contact the management company.
3. Firewood stored on patios and decks shall be stacked neatly and shall have a twelve (12) inch space between the wood and surrounding walls or structures. Any damage to exterior siding or paintwork caused by fire wood storage shall be the responsibility of the Homeowner.

## **F. ARCHITECTURAL CONTROL COMMITTEE**

1. The Board of Directors has established an Architectural Control Committee (ACC) for the purpose of overseeing any changes made to the exterior and common areas within Woodridge Terrace property. Exterior changes include, but are not limited to, such items as security doors, windows, patios and decks (both new and modifications), planting on common property (other than removable boxes and pots), lawn ornaments, satellite dish locations, new air conditioning units and any other change, addition, or modification that is visible from the exterior of the unit.
2. The ACC is responsible for maintaining the uniform exterior appearance of Woodridge Terrace and will review requests for changes accordingly. The

chairman and members of the ACC are appointed by the Board for such term length as determined by the Board.

3. **Residents and tenants are advised that common areas and unit exteriors may not be changed in any way without the written approval of the ACC.** Failure to obtain written approval is subject to a fine of \$100, levied by the Board of Directors. Unauthorized additions or changes may be subject to removal (at the homeowner's expense) at the direction of the Board.
4. Homeowner must submit a written request to the ACC for exterior changes, including landscaping, around their unit. Tenants in rental units must submit requests through the Homeowner/Landlord. The request must be submitted in writing on the current ACC form at least twenty-one (21) calendar days prior to the start of any work. The Homeowner agrees not to start any work until notification of approval from the ACC.

Maintenance of Homeowner installed landscaping is the responsibility of the Homeowner. Pruning of landscaping shall be consistent with that done by the grounds keeper in the common area. Failure to do so will result in the grounds keeper maintaining the landscaping and the Homeowner charged for the labor.

5. The current ACC request form may be obtained by contacting the management company. Forms are not available from ACC members or the Board of Directors. Homeowners should return the completed form (including vendor literature, plans, drawings, project documentation, etc.) to the management company. The management company will then record the submittal and forward copies to the ACC members for review. After the review is complete, the ACC will return the form to the management company, who will file and distribute copies to the Homeowner and ACC members. A representative sample of the ACC form is included as Attachment 1.

6. Upon completion of approved projects, Homeowners are required to inform the Chairman of the ACC and request final inspection and approval.
7. Should any Homeowner disagree with a decision made by the ACC, they may request a review by the Board of Directors. The ruling by the Board of Directors shall be considered final and binding to both the ACC and Homeowner.

## G. PETS

1. Dogs, cats, other animals, birds and/or reptiles may be kept in Woodridge Terrace only as described herein and allowed by Arapahoe County. In general, all pets shall be controlled in such a manner as to avoid disturbing neighbors and prevent any damage to the common areas.
2. The maximum number of pets in any household shall not exceed the number as allowed by Arapahoe County and/or the City of Centennial.
3. Pets shall be on a hand-held leash at all times when outside of the Homeowners' or Tenants' dwelling. Owners shall not allow their pets to enter neighbors' patios, stairwells, or other areas without permission. Pets shall not be leashed (tied) to any stationary object which allows the pet access to any common area while unattended.
4. Owners shall not permit pets to bark or otherwise make noise for a length of time as to disturb others. **Arapahoe County ordinance (Section E) states that:**  
**“Any owners, keeper or possessor of a dog within Arapahoe County, commits a class two petty offense if such dog individually makes, or in combination with another dog or dogs together make, any noises which:**  
  
*a) Are audible twenty (20) or more times within a continuous twenty (20) minute period; during which twenty (20) minute period twenty (20) or more audible noises separated by pauses however slight, occur; or*

*b) Are audible and last for five (5) or more continuous seconds, five (5) or more times, separated by pauses however slight, during a twenty (20) minute period."*

This ordinance will constitute the definition of noisy dogs within Woodridge Terrace.

5. Pet owners are responsible for any property damage, injury or other disturbance caused by their pets.
6. Pet owners are responsible for the immediate removal of solid wastes deposited by their pets in all common areas of Woodridge Terrace. When owners have their pets in common areas, owners shall have in their possession containers, devices, etc. as required for the removal of solid wastes.
7. In addition to the above regulations, all Arapahoe County and City of Centennial ordinances pertaining to pets shall be complied with.

#### **H. TRASH**

1. **All trash and garbage for pick-up must be in sealed plastic bags or closed containers and placed in the street adjacent to the driveway, not on the grass.** This specifically prohibits the use of open paper bags, open boxes or any other open container for the disposal of refuse.
2. Trash containers shall not be placed outside before 5:00 AM on the morning of the pick-up day and must be returned to within the dwelling by that evening. The holidays observed by the trash pick-up company are: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas. If any of these holidays fall on the trash pick up day, pick up will be the following weekday.

3. The trash company is obligated to pick-up household trash only. All other trash, including construction materials, must be cleared in advance by contacting the trash hauler. Contact the management company for the name of the current vendor. The Homeowner/Tenant must pay the extra charge at the time of pick-up.
4. The trash company will not accept paint, pesticides, fertilizers, anti-freeze, vehicle batteries, fluorescent light tubes or other materials considered hazardous. This is not an all inclusive list. Homeowners and Tenants should contact the trash company with any questions or clarifications. The trash company is not obligated to accept tree/bush/brush trimmings or other irregularly shaped articles over 4 feet in length. This includes Christmas trees, and Homeowners/Tenants should be aware that alternate arrangements may be necessary for getting rid of a tree after the holidays.
5. Except for trash pick-up day, all trash containers shall be stored within the dwelling, and shall not be visible from any common area.

#### **I. NOISE CONTROL**

1. In general, Homeowners, Tenants and guests shall be considerate of neighbors in all activities that create noise. Remember: music to one person may be nothing more than obnoxious noise to another.
2. Homeowners and Tenants shall exercise reasonable care to avoid making, or permitting to be made, loud, objectionable, or disturbing noise. This includes the use of stereos, radios, music instruments, *power* tools or other devices that may disturb others.
3. Quiet time will be observed in Woodridge Terrace by all Homeowners and Tenants during the hours of 10:00 PM to 7:00 AM each day.

## J. POOL

1. The pool is for the exclusive use of Woodridge Terrace Homeowners, Tenants and their guests (no more than five per residence). **No pool parties are allowed.** Unauthorized persons observed using the pool should be reported to a board member or other agent of the Association. **After pool closing time, persons using the pool should be reported to the Arapahoe County Sheriff's Department.**
2. Entry to the pool area is by key only. For safety reasons, the gate is to be kept closed and locked at all times. The entrance key is a special design and available only from a specific supplier. Replacements for lost keys may be purchased through the designated Clubhouse Manager at a cost of \$25.
3. All persons using the pool are expected to behave in an orderly manner while using the facilities. Pool users shall be aware that there are residences nearby and act accordingly. Rules and hours of operations are posted at the pool and shall be observed at all times.
4. Persons under 16 years of age using the pool must be accompanied by a resident, parent or guardian.
5. Pool use is at the risk of the user. The Association shall bear no responsibility for accidents or losses of any kind. No flotation devices other than small personal safety devices actually worn may be used. No glass containers allowed.
6. No pets are allowed in the pool area at any time. Pool users shall be responsible for materials brought to the facility and shall remove any litter resulting from such materials.
7. Pool use will be seasonal and is open from Memorial Day weekend through Labor Day weekend unless otherwise determined by the Board of Directors.

8. No excessive external noise will be allowed (i.e. electronic devices, boisterous conduct).

#### K. USE OF THE CLUBHOUSE

1. The person renting the clubhouse is considered the host, and is responsible for the actions and conduct of guests and must be present during the event. Guests parking in the fire lanes adjacent to the club house will result in fines levied against the host.
2. The clubhouse is for the exclusive use of Woodridge Terrace Homeowners, Tenants, and their guests. **Exclusive use of the pool is not included with any rental of the clubhouse.** Unauthorized persons observed using the clubhouse during the hours of 8:00 AM to 5:00 PM should be reported to the management company. At all other times, unauthorized persons should be reported to the Arapahoe County Sheriff's Department.
3. A **\$35 non-refundable use fee** is charged for each use of the clubhouse, and a refundable **\$300 damage deposit** is required. Homeowners and Tenants may reserve the clubhouse through the designated Clubhouse Manager. Reservations must be at least 48 hours in advance of the requested use date. The damage deposit must accompany the reservation request.
4. The clubhouse is to be vacated by 12:00 AM (Sunday through Thursday), and 1:00 AM (Friday and Saturday). Failure to vacate the clubhouse by the prescribed time will result in loss of deposit.
5. Homeowners and Tenants using the clubhouse are expected to do a thorough clean-up of the premises no later than noon of the following day. The damage deposit will be returned only after inspection and approval of the clubhouse condition by the Clubhouse Manager or her/his designated substitute.

6. Damages exceeding \$300 are the sole responsibility of the person whose name appears on the reservation form. Such person is responsible for making full restitution in a timely manner to return the clubhouse to the previous condition or face legal action by the Association. Further, such amounts shall be assessed to the Homeowner's account.
7. Smoking in the clubhouse is prohibited. Smoking outside is permitted provided the designated containers are used for disposal of all smoking materials. Homeowner or Tenant renting the clubhouse is responsible for making smokers aware of the fire dangers of the wooden decks and stairs, and use caution when smoking.

#### **L. ENFORCEMENT**

1. Penalties for infractions of these rules and regulations will be imposed by the Board according to the following:

First Offense - Written warning

Second Offense - **\$50** fine, after a hearing

Third Offense - **\$100** fine

If the offense is a continuing occurrence, the Board may assess fines of up to \$150 or more for each subsequent offense.

2. Vehicles in violation may be towed at the request of board members of the association or the management company. Towing charges will be at the expense of the vehicle owner.
3. If the Board is forced to bring legal action to abate any conduct violating these rules and regulations, the offender shall be liable for all associated costs, including attorney fees, expert witness fees, court costs, etc.
4. Fines assessed by the Board are due and payable by the next Association fee due date. Notification of fines levied will be sent by registered letter issued by the

management company as directed by the Board of Directors. Unpaid fines in excess of \$200 may result in a lien being placed against the Homeowners' property.

5. Appeals to any fines must be submitted in writing to the management company ten (10) days prior to the next monthly Board of Directors meeting.

Attachment 1: Copy of the ACC form

**WOODRIDGE TERRACE HOMEOWNERS ASSOCIATION  
ARCHITECTURAL CONTROL REQUEST FORM**

**Note: Request must be submitted 21 days prior to beginning work.**

After filling in all requested information, submit this form to: **Western States Property Services, 10020 E. Girard Avenue, Suite 175, Denver, CO 80231**

Homeowner(s) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number(s) \_\_\_\_\_

Project Description \_\_\_\_\_

Name of Contractor doing the work \_\_\_\_\_

Are drawings, sketches and/or vendor information attached? \_\_\_\_\_

Anticipated Start Date (**Must be at least 21 days after above date**) \_\_\_\_\_

**Note: Requests that do not meet the minimum 21 day lead time requirement will be returned to the homeowner by the management company for correction.**

Anticipated Completion Date \_\_\_\_\_

**HOMEOWNER UNDERSTANDS AND AGREES THAT PROJECT MAY NOT COMMENCE UNTIL RECEIPT OF ARCHITECTURAL CONTROL COMMITTEE (ACC) APPROVAL.**

\_\_\_\_\_  
(Homeowner Signature)

\_\_\_\_\_  
(ACC USE ONLY BELOW THIS LINE)

Approved \_\_\_\_\_ Date \_\_\_\_\_

With the following conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Not Approved \_\_\_\_\_ Date \_\_\_\_\_

For the following reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACC Committee Review:

\_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_ Date \_\_\_\_\_

Approval of Completed Project \_\_\_\_\_ Date \_\_\_\_\_

**Homeowner Note:** Contact \_\_\_\_\_ at \_\_\_\_\_  
for inspection and final approval of completed project.