

**2nd Jefferson Green
HOA Rules and Policies
Amended July 8, 2024**

Guidelines for Community Living at Second Jefferson Green

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EMERGENCY NUMBERS

Police

Emergency ----- **911**
Non-Emergency ----- 303-987-7111

Animal Control ----- **303-987-7111**

Xcel Energy – Electrical Outage ----- **1-800-895-1999**

West Metro Fire Department

Emergency ----- **911**
Non-Emergency ----- 303-989-4307

Medical

Ambulance ----- **911**

Poison – Rocky Mountain Poison Center ----- 303-389-1100

PROPERTY
MANAGEMENT

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Arvada, CO 80005
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debbik@ipmresidentialpm.com
for account inquiries: 720-526-3330 X6
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About Your Association

Board of Directors

The Second Jefferson Green Homeowners Association is governed by a Board of Directors currently consisting of 5 homeowners. The Board of Directors enforces the Declarations, By-laws, and other legal documents of the Association. They manage the financial affairs of the Association, present the budget to members, develop policies and are responsible for addressing both the current and future maintenance and replacement needs of the Community.

The Board meets once each month. Homeowners are encouraged to attend. A special portion of the agenda is set aside to allow owners and residents time to communicate with the Board. Contact the management company for information on the dates and times of meetings.

Professional Manager

Our Association has hired a professional manager to handle our day-to-day business affairs. The Manager is responsible for carrying out the directives and policies of the Association. The Manager administers all accounting functions of the Association, preparation of financial statements, collection and disbursement of funds, preparation of checks for Board Signature, and administration of the delinquency policy. The Manager also oversees contracts, schedules maintenance and repairs, provides professional recommendations to the Board of Directors, and acts as a liaison between the Association and our various contractors, advisors and members.

The Manager is the primary contact for homeowners who may have questions about the Association, their account, need to place a maintenance request, or report a violation. The management company for Second Jefferson Green is IPM Residential, LLC. Their address is 8137 Zang Street Arvada, CO 80005. Debbi D. King is our property manager and her email [address is: debbik@ipmresidentialpm.com](mailto:debbik@ipmresidentialpm.com).

The Association carries liability and property damage coverage on the Common Elements. This insurance also covers the exterior of the buildings, which are maintained by the Association, as well as the interior structure portion of the units.

Homeowners, whether they are residents or landlords, shall purchase a "homeowner" policy to further protect the interior of the unit against fire or other losses which may be the responsibility of the owner. This insurance should include a Loss Assessment Clause which protects the homeowner by providing a portion of the loss assessment charged by the HOA to cover capital repairs or replacements caused by natural disasters such as wind and hail damage. The Association also highly recommends that this insurance should include coverage for the cost of sewer and water supply line repairs. If the homeowner is a resident, this insurance also protects their personal belongings. Tenants are encouraged to purchase a renter's policy to cover their personal belongings. Owners are strongly encouraged to review Section 10.6 of the Declaration with their insurance broker to make sure they are adequately insured.

Maintenance Responsibilities

Association- the Association is responsible for maintaining the Common Elements (concrete, asphalt, pool/cabana, landscaping, snow removal), and the exterior of the buildings, (roofs, gutters, exterior building surfaces [excluding glass], garage interiors, overhead doors, and garage locks). The Association maintains any common (used by more than one unit) sewer or water lines, the electrical service up to and including the meter box, Common Element lighting, and common lighting fixtures in the garages.

Homeowner- Homeowners maintain the interior of their homes, plus the three-foot rock-covered area around their home reserved for gardening. Homeowners are also responsible for windows (glass, windows, and window casings), all doors, all screens on doors and windows, exterior light fixtures, foundations, decks, exterior water spigots, water plumbing and supply lines, sewer, and electrical lines that serve an individual unit up to the point they connect to a common line. Owners are responsible for the maintenance and servicing of air conditioning equipment and pads, service lines and electric garage door opener systems.

RULES AND REGULATIONS

1.0 PARKING/MOTOR VEHICLES

- 1.1 Three vehicle parking spaces are allowed for each unit; one garage space and one outlying space marked with the unit number, and one that may be parked on a first come, first served basis in a "Resident Parking" space. The outlying space is reserved for use by the resident or guests of the unit number in that space. If both parking spaces are in use by a unit, all other vehicles connected with that unit should be parked on the street. **Only parking lots 2, 3, and 4 have the "Resident Parking" spaces.** If you live in one of the lots that has them and they are already taken, your third vehicle must be parked on the street. Resident Parking spaces may NOT be used for long term storage. Vehicles must move at a minimum, within 48 hours.

Parking shall be in designated marked spaces only. No parallel parking is allowed. Vehicles parked in outlying spaces shall not impede or prevent ready access to other parking spaces, garage doors, fire lanes, and sidewalks. Parking is for residents and their guests only.

- 1.2 Guest/Visitor Parking – The Unit's Guest Parking Permit Hanger is required to be displayed in either Visitor Parking or Unit's assigned parking space. There are some parking spaces in the complex marked as guest parking. Most of the parking lots do not have these "extra" spaces, however, a couple of them do. If these spaces are available for those visiting up to one day, guests may park there. If they are not available, guests should use the parking space reserved for the unit they are visiting, or park on the street.

- 1.3 Fire Lane/No Parking Areas - No vehicle shall be parked in a designated "Fire Lane," including areas directly in front of garage overhead doors. Parking is not allowed in designated "No Parking" areas or areas marked by red curbing. The Fire Lanes are marked for the purpose of keeping the parking lots clear for emergency vehicles, as such, vehicles parked in violation of this rule may be towed without notice at the owner's expense and/or may be subject to penalties and fines imposed by the West Metro Fire District and/or the City of Lakewood if the vehicle has to be moved from these areas during emergency situations. Vehicles in violation of this rule can/should be reported to the Management Company with the make/model of the vehicle and the license plate number.

Vehicles at no time may be parked or driven on the sidewalk, lawn, or landscaped areas. Vehicles in violation of this rule can/should be reported to the Management Company with the make/model of the vehicle and the license plate number.

Damages to property and the Common Elements from vehicles shall be the expense of the vehicle owner.

- 1.4 Recreational or Commercial Vehicles.
No commercial or recreational vehicles, including but not limited to trailers, mobile homes, detached camper units, utility and boat trailers, snowmobiles, race cars, water craft or horse trailers shall be parked, kept stored, or maintained on the Common Elements or driveway.

The following "recreational vehicles" are permitted in an assigned space: Mini motor homes not exceeding 4 tons in weight or 23 feet in length, camper units/camper shells mounted on a pickup truck not exceeding 3/4 tons in weight or 23 feet in length, and conversion vans not exceeding 3 tons in weight or 19.5 feet in length.

"Commercial vehicle" is defined as any vehicle used for commercial purposes with a weight of greater than 3/4 ton and a length greater than 18.5 feet. Limited reasonable access is permitted for commercial vehicles providing services to residents or the Association, i.e., moving vans, delivery vehicles, contractor vehicles, etc. Care should be taken in the parking of these vehicles to continue to provide emergency access and access for other residents.

- 1.5 Abandoned or inoperable vehicles of any kind shall not be stored on any portion of the Common Elements, but may be stored within a resident's garage. "Abandoned or inoperable vehicle" shall be defined as follows:
- a. Incapable of legal operation upon a public highway, including, by way of example: a vehicle without current license or emissions sticker, a vehicle with a flat tire or missing wheel, or a vehicle in a condition that renders it undriveable; and/or
 - b. A vehicle not driven under its own propulsion for a period of fourteen (14) days or longer.

- 1.6 No vehicle shall be parked, stored, or maintained on the property that constitutes an “eyesore” which may negatively affect the overall appearance of the Community.
- 1.7 No vehicle may be driven, parked, stored, or maintained in a condition that causes damage to the Common Elements, i.e., vehicles with oil, fuel or fluid leaks.
- 1.8 The Association shall allow limited vehicle maintenance in a Unit’s garage or designated parking space with the following restrictions:
- a. Minor repairs such as:
 - (1) Repair or changing of tires.
 - (2) Washing or cleaning of the vehicle(s) is permitted in accordance with the restrictions put out by the Denver Water Board. Hoses must be disconnected from the outside faucet and stored away from the Common Element immediately following the car washing process.
 - (3) Adding fluids. Owner is responsible for cleanup of garage floors and drive areas of any spilled fluids.
 - (4) Adding accessories (stereos, radios, lights, striping, etc.)
 - (5) Minor tune-ups.
 - (6) Minor carburetor adjustments. AT NO TIME WILL THE VEHICLE BE ALLOWED TO RUN for a time period or in a fashion that would allow exhaust to accumulate in the garage area or negatively affect the air quality for surrounding residents.
 - (7) Brake overhaul or replacement
 - b. The following repairs are expressly forbidden:
 - (1) Engine overhaul or replacement
 - (2) Carburetor overhaul or replacement
 - (3) Transmission overhaul or replacement
 - (4) Differential overhaul or replacement
 - (5) Body work or vehicle painting
 - (6) Oil changes or lube jobs
 - (7) Major tune-ups.
- 1.9 Residents, guests and invitees shall operate their vehicles at a safe speed not to exceed 5 mph taking into account the conditions of the driveway and residents nearby.
- 1.10 Towing.
- The following vehicles will be towed away immediately at the vehicle owner’s expense:

Vehicles obstructing traffic, including of snow removal or trash collection vehicles, or parked in a driveway or drive lane;
Vehicles obstructing access to any Garage Unit, or parked in/obstructing any resident's assigned or reserved surface parking space;
Vehicles parked in marked fire lanes;
Vehicles illegally parked in a marked handicap spaces; and
Vehicles that previously received 2 or more notices for the same violation.

The following vehicles will be given one (1) warning and then will be towed after 24 hours at the vehicle owner's expense:

Abandoned or inoperable vehicles;
Vehicles parked in posted "No Parking" zones;
Vehicles parked in landscaped areas; and
Vehicles otherwise parked in violation of these rules that are subject to immediate towing.

The Association has entered into a contract with a professional parking enforcement contractor to enforce the rules of the parking lots. The contract calls for each homeowner/resident be provided with the following:

- a. Up to 3 parking passes for vehicles to park in the garage space and parking lot space.
- b. 1 hanging tag to allow visitors to park in the assigned parking lot space.
- c. 1 authorization card which allows the homeowner/resident to tow vehicles from their assigned parking space according to the current rules & regulations

In order for the homeowner/resident to receive the items above, the vehicles allowed to park in the parking lot and garage must be registered with the HOA supplying the vehicle's make, model, color, year, type, license plate number/state. Contact the property management company for the registration form and with any questions about towing.

In the event of sale of the unit, owner is responsible for providing the Buyer with the visitor hanger. Before handing these out, the owner must provide the Buyer with the registration form to be filled out with the new Buyer information and submitted to the Management Company. If the owner does not provide the hanger to the Buyer, the new owner will be charged to replace the hanger @ \$50.

2.0 GARAGES

- 2.1 Each homeowner is designated one-fourth of the common garage for a motor vehicle along with the locked storage bin.
- 2.2 Partitions to divide the space are not permitted. Storage of personal belongings is allowed underneath the locked storage areas, but may not impede access to the balance of the garage. No storage shelving may be placed or installed between vehicle spaces or attached to the ceiling of the

garage without the prior approval of the Board of Directors. Stored items may not be hung from the ceiling of the garage.

- 2.3 It is the responsibility of the owner to keep their assigned area of the garage clean of debris and an accumulation of used articles. If a complaint is received regarding the condition or use of a garage, the Association may inspect and follow up on the concern at any time.
- 2.4 Automatic garage door openers may be installed by joint understanding of the owners sharing a garage door. Letters of each owner's consent to the automatic garage door opener should be issued to the management office. Openers must be 1/2 HP or larger. All openers installed must meet UL standards. Any damage to the garage door or garage framework caused by the installation or operation of the door opener shall be the joint responsibility of those owners using the door. All assigned residents must have access via the opener system if one is installed, and must have information for obtaining or replacing the garage door openers, if needed. Maintenance, repair and replacement of the garage door opener will be the joint responsibility of the owners using the door.
- 2.5 NO large electrical appliances (refrigerators, freezers, large power tools, etc.) may be operated in the garages.
- 2.6 No excessive noise or activities that would result in the disturbance of the peace or enjoyment of other residents shall be allowed in garage areas. Use of power tools is permitted during normal business hours or no later than dusk, weather permitting.
- 2.7 See Section 1.7 on Vehicles regarding auto repair in garages.
- 2.8 Hazardous materials such as paint products, automotive chemicals and any and all flammable fluids MUST be stored in their original containers and labeled appropriately for the safety of all residents, especially children. All materials stored must meet the City of Lakewood codes for safety.
- 2.9 Any items located in the common garage areas are the personal responsibility of the owner. Any damages resulting from personal items stored in the garage are the responsibility of the owner.
- 2.10 Locks to the garage entry and overhead doors are provided and maintained by the Association. These garages are shared by all owners/tenants of that building, and all must have access. Therefore, owners or tenants may NOT change the side garage door lock. If there is a problem with the lock or the resident does not have a key to the side door, the Management Company should be contacted immediately for a replacement lock or key.
- 2.11 Garage doors are to be closed and LOCKED at all times when not in use. Damage to plumbing pipes caused by freezing due to open doors will be the

responsibility of those assigned to use the door.

2.12 The walk-in doorway must remain unobstructed and accessible at all times.

2.13 IT IS PROHIBITED TO RUN OR WARM VEHICLES IN THE GARAGE or surrounding area due to possible carbon monoxide poisoning of the residents of the penthouse.

2.14 No person may sleep or otherwise reside in any garage at any time.

3.0 ELECTRIC VEHICLE CHARGING SYSTEMS

The Colorado Common Interest Ownership Act, in C.R.S. § 38-33.3-106.8, gives all Owners the right to install Electric Vehicle Charging Stations on the Limited Common Element parking spaces as designated in the Declaration and/or Condominium Map. Owners installing any such system shall comply with the following rules:

3.1 Definitions.

- a. "Electric Vehicle Charging System" or "Charging System" means a device that is used to provide electricity to a plug-in electric vehicle or plug-in hybrid vehicle, is designed to ensure that a safe connection has been made between the electric grid and the vehicle, and is able to communicate with the vehicle's control system so that electricity flows at an appropriate voltage and current level. An electric vehicle charging system may be wall-mounted or pedestal style, and may provide multiple cords to connect with electric vehicles. An electric vehicle charging system must be certified by Underwriters Laboratories or an equivalent certification, and must comply with the current version of Article 625 of the National Electric Code.
- b. "Level 1" means a charging system that provides charging through a one-hundred-twenty volt AC plug with a cord connector that meets the SAE international J1772 standard or a successor standard.
- c. "Level 2" means a charging system that provides charging through a two-hundred-eight to two-hundred-forty volt AC plug with a cord connector that meets the SAE international J1772 standard or a successor standard.

3.2 Installation on Limited Common Elements. An Owner may install a Charging System on the Limited Common Element parking space appurtenant to their Unit, subject to the following:

- a. The Owner must first submit an application to the Association and receive written approval from the Association for the Charging System; and,
- b. The Owner must enter into the Agreement appended hereto as Appendix A.

- 3.3 Aesthetic Provisions and Design Specifications. Installation of a Charging System is subject to the reasonable aesthetic and design provisions governing dimension, placement, and external appearance. This may include, but is not limited to, requiring placement to not interfere or impede use of adjacent parking, drive aisles, walkways, or other access, requiring Charging Systems to be installed in the least visually obtrusive location available, requiring the painting of a Charging System to match its surroundings, placing restrictions on locations of cables and service lines, and compliance with any other rules, regulations, policies, or restrictions contained in the Declaration of other Association documents.
- 3.4 Costs. The Owner shall be responsible for all costs associated with the installation, maintenance, repair, replacement, and purchasing insurance relating to the Charging System. In addition, Owners are not permitted to use the common electrical currently installed in the garages for a Charging System. Rather, Owner shall be required to have a dedicated electrical line from their Unit's electrical box to the Charging Station, at Owner's sole expense.
- 3.5 The Board or its agent may deviate from the procedures set forth in this Section 3.0 if, in its sole discretion, such deviation is reasonable under the circumstances.

4.0 VIDEO OR SURVEILLANCE EQUIPMENT

- 4.1 These rules apply to installation, operation and maintenance of video or other surveillance systems, devices or equipment ("Surveillance Systems") used by residents for the purpose of security, monitoring or recording activities outside of the unit or in the garages or on Common Elements.
- 4.2 Residents wishing to install a Surveillance System outside of their unit, including on the exterior of the unit door, must obtain written approval from the Association prior to the installation. Tenants wishing to install Surveillance Systems must include written permission from the Owner with their installation request. The request for installation must show the location of the Surveillance System and positioning in relation to neighboring structures.
- 4.3 Surveillance Systems will be positioned so as not to willfully intrude on other residents' property or privacy. They must be placed in such a manner as to record as limited an area as possible to provide the desired effect. By way of example, devices should be aimed at the entrance of the unit, rather than outwards toward, or into, another unit or the Common Elements. If directed outward from the unit, the field of view of the Surveillance System must be limited such that it does not extend to the door of a neighboring unit. The field of view of Surveillance Systems in the garage must be limited to a single vehicle and may not be directed toward any other portion

of the garage.

- 4.4 From the effective date of these Rules, anyone wishing to install a Surveillance System must sign an Installation and Indemnity Agreement in the form attached as Appendix B. Tenants wishing to install a Surveillance System must obtain the Owner's signature on the form, as well as their own. The Indemnity Agreement requires anyone installing a Surveillance System to indemnify the HOA for any damages or violations of privacy or other laws relating to the use of the Surveillance System.

5.0 ANIMALS

- 5.1 Dogs, cats, and other domestic animals are allowed in the unit interior. No exotic animals or livestock are permitted. Animals are not permitted inside the pool area or the cabana. Animals are permitted in the garage area or Common Elements only when on a leash and accompanied by a responsible person. Owners who do not clean up after their animals are subject to HOA fines in accordance with the HOA's enforcement policy as well as City of Lakewood fines. All residents have the responsibility to notify the Manager of infractions. (They will remain anonymous.)
- 5.2 Owners are limited in the number of animals they keep to the City of Lakewood Code. This number is currently set by the City at a total of three (3), but may be subject to change. Please be aware that excess animals may be a nuisance to your neighbors and may create additional sanitation issues in our Common Elements. The HOA recommends that *off-site* owners include a clause in their lease detailing if and how many animals a tenant may have.
- 5.3 When in the Common Elements, animals shall be under the direct control of a responsible person by means of a leash not more than six (6) feet long.
- 5.4 Animals shall not be tethered at any time on any common area, porch, deck balcony, or in the 3-foot rock area assigned to the unit.
- 5.5 Animals shall not be left unattended on any common area, porch, deck, balcony, or in the 3-foot rock area assigned to the unit.
- 5.6 The person responsible for the animal shall prevent the pet from barking or otherwise behaving in a manner disturbing to the neighbors' rest or peaceful enjoyment of their home or the Common Elements.
- 5.7 Owners are responsible for damage caused by the animal to their own property, to others' property (the three-foot section around the perimeter of units), and to landscaping in the Common Elements. Solid waste must be removed immediately and disposed of in Pet Station containers or in dumpsters. Violations can/should be reported to the Management Company with the violators' name and/or unit number and the date and time of the

infraction.

- 5.8 Each person who owns or is in control of an animal within the Community shall be personally liable for any injury or damages caused by the animal to others, their property, or the Common Elements.
- 5.9 Any Second Jefferson Green resident or guest who keeps an animal within the Community shall be deemed to have agreed to indemnify the Association, each of its Members, and its agents from any loss, claim or liability of any kind or character whatsoever arising by keeping such animal.

6.0 USE OF THE COMMON ELEMENTS

- 6.1 No permanent clotheslines are allowed. The HOA allows the use of collapsible clothes drying racks. The racks must be placed within the three-foot perimeter of the unit, on the deck or the penthouse balcony and be removed promptly when clothes are dry. They may not be left out overnight. Equipment, trash containers, or other stored articles shall be kept within the residence or assigned garage area so that they are concealed from the view of neighboring residences, streets, and driveways. Snow shovels may remain next to the unit's entrance for convenience during the snow months. They must be removed to the garage by May 1st of each year to maintain the pleasant appearance of the community.
- 6.2 DUE TO INSURANCE POLICY AND FIRE DEPARTMENT REGULATIONS, THE STORAGE AND/OR USE OF ANY TYPE OF BARBEQUE GRILL OR HIBACHI IS PROHIBITED ON DECKS AND PENTHOUSE BALCONIES. GAS GRILLS MAY BE USED ONLY ON CONCRETE SURFACES AND AT LEAST TEN (10) FEET FROM ANY COMBUSTIBLE STRUCTURE. CHARCOAL GRILLS ARE PROHIBITED ANYWHERE IN THE COMMUNITY.

In addition to the Association's enforcement rights, if an infraction occurs, the Manager will notify the City of Lakewood Fire Marshall, and city fines may also be imposed.

- 6.3 Penthouse balconies shall not be used as storage areas for non-patio type items. Items may not be draped or hung over the balcony railing or attached to the walls adjacent to the balcony.
- 6.4 An area within 3 feet of the building is permitted for gardening and homeowner improvement, as long as a border is installed to separate this area from the balance of the Common Elements. Flowers and small shrubs are permitted without application to the HOA. However, permanent installations such as decks, awnings and trees must have prior approval by submitting an Architectural Improvement Application to the Board. This application form may be obtained by requesting one from the Management Company. Maintenance of the three-foot easement around the perimeter of

each unit is the responsibility of the owner/occupant. This includes the removal of weeds, trash and pet waste. Hoses must be kept within the easement and not in the Common Elements. Any damages to the building, irrigation system, or the Common Elements caused by improvements within this 3-foot easement are the responsibility of the owner.

- 6.5 Tree climbing and rock throwing are forbidden anywhere in the Common Elements.
- 6.6 All crawl space vents must be closed and hoses removed from outside faucets during the fall and winter months to prevent freezing and **damage to** pipes.
- 6.7 Entrances and walkways shall be kept in good condition that is pleasing to the community image. Doors and screen doors, door jambs and steps shall be kept in good repair, including repainting and repairing when necessary. No unused items, garbage containers or bicycles shall be stored outside the front door. A reasonable number of other outdoor items may be stored outside the front door so long as kept in a neat manner. Cigarette butts must be removed and not kept outside in an unsightly container. Please be considerate of your neighbor's open window when smoking outside your front door. As of May 1, 2010, no artificial covering shall be allowed on stairs or sidewalks. If these areas are in disrepair, please notify the Management Company.
- 6.8 As of May 1, 2010, no new trees may be planted in a unit's three-foot easement due to possible root damage to the building's foundation. Requests to remove a shrub, vine, tree, or pruning of any of this vegetation may be made to the Management Company.

7.0 NOISE/DISTURBANCE/NUISANCE

Thoughtfulness for neighbors should always be a major consideration. City of Lakewood codes and ordinances will be used as a guideline for enforcement of this regulation.

- 7.1 No resident shall make or permit any disturbing noises in or around his residence, nor permit any acts by himself, his co-residents, guests, or invitees that would interfere with the rights, comforts, peaceful existence, or convenience of other residents. The sound volume of televisions, stereos, radios, tape, or other sound systems shall at all times be kept to a level that avoids disturbance to neighbors. Interior placement of such electronic equipment shall consider neighbors close by.

7.2 Smoking.

- a. Smoking inside the units. It has been found that cigarette smoke penetrates the adjoining units via the electrical outlets, plumbing

openings, etc. where there is a common wall. In recent years, there have been many complaints about this, particularly with the legalization of marijuana smoking in private residences. Be cognizant of this and respectful of your neighbors by smoking cigarettes outside of the unit as much as possible.

- b. Smoking in the Common Elements will be restricted as follows:
For the ranch and penthouse units, smoking is allowed on the balconies, decks and porches as these areas are not in close proximity to other units.

For the two-story units, smoking will be allowed outside of the unit, but not on the porches or the walkways leading to the porches as the smoke may go into the ranch units via the windows.

- c. Smoking is allowed on all walkways, including those between the buildings as they are a good distance from the buildings.
- d. Smoking is also allowed in the greenbelts including between the buildings when outside of your unit only. Smoking is not allowed in close proximity to the windows and doors of other units.
- e. Cigarette butts must be picked up and not kept outside in an unsightly container.

- 7.3 Homes in Second Jefferson Green are designated for residential use, including uses which are incident thereto. The only business, commercial or professional purposes permitted are those meeting applicable zoning and regulations for the property, and which do not display external evidence of the business, and which cause no unreasonable inconvenience to other residents of the Community or damage to the buildings or Common Element.

8.0 FLAGS, SIGNS, AND/OR ADVERTISING DEVICES

The Association does not prohibit or regulate the display of flags or signs on the basis of their subject matter, message, or content. Flags and/or signs are subject to the following rules:

8.1 Flags.

- a. Location. Flags may be displayed on property wholly owned by the Owner, including on a freestanding flagpole on the balcony or deck, or inside a window.
- b. Quantity. No more than one flag on a single flagpole may be displayed on any Unit at any time.
- c. Dimensions. Flags may be no larger than 3' x 5'.

- d. No flags may be illuminated unless illumination is required by the Federal Flag Code, in which case Association approval is required before installation of the illumination.
- e. Flags must be professionally designed and/or lettered.

8.2 Signs.

- a. Location. Signs may be placed on property wholly owned by the Owner, including in a window of the Unit.
- b. Quantity. No more than one sign may be displayed on any Unit at any time.
- c. Dimensions. Signs may be no larger than 18" x 24".
- d. No signs may be illuminated.
- e. Signs must be professionally designed and/or lettered.
- f. Commercial Signs. No commercial signs of any kind are permitted, with the exception of one "For Sale" or "For Rent" sign, which may be displayed either in the window of the Unit, or in the 3' rock area easement around the Unit's exterior.

8.3 Common Elements. No flags or signs of any kind may be placed on the Common Elements without prior authorization from the Association.

9.0 LITTERING & TRASH

- 9.1** No trash, ashes, refuse, garbage, debris, or cigarettes shall be deposited or left on the properties by any owner, his family, tenants, friends, invitees, except in designated trash depositories provided.
- 9.2** Hazardous materials, furniture, appliances, and oversized items may not be placed in or next to trash dumpsters. Owners may arrange for special pickup of these items through the Association's Management Company. Charges for special pickups will be the responsibility of the owner.
- 9.3** Residents shall not place or accumulate trash and trash containers outside residences including penthouse balconies at any time.

**10.0 EXTERIOR APPEARANCE/ARCHITECTURAL COMPLIANCE/
ALTERATIONS & ADDITIONS**

The Association governs the exterior appearance of the property through establishment of architectural guidelines and policies. Owners wishing to improve the exterior of the property must submit the appropriate application and information to

the Architectural Control Committee for approval.

The following regulations and procedures have been established to encourage a uniform, well-maintained property appearance:

- 10.1** No exterior additions to, alterations of, improvements of, or decorations of the residence (including window bars, awnings, canopies, shutters, skylights, air conditioners, or other additions that alter the external appearance of the structure), nor changes in landscaping, or the other structures shall be started or constructed without prior written approval from the Board of Directors of the Association.
- 10.2** Cable TV, satellite dishes, telephone, radio, or TV antennae wiring connections or apparatus may only be installed inside a residence or concealed from view; provided however, that the requirements of this section shall be subject to the Telecommunications Act of 1996 and applicable regulations. The owner is responsible for damage to the building, siding, or other surfaces resulting from installation of any of these items.
- 10.3** Residents and their contractors or agents shall not attach by means of nails, screws, or fasteners of any type, any signs, objects, decorations, improvements, or other installations which would perforate the siding or steel trim surfaces. Owners shall be liable for damages to those surfaces. Repair or replacement of these surfaces to maintain the warranty and to provide an acceptable surface appearance will be made by the Association and will be the financial responsibility of the appropriate owner. The owner will be notified in advance of such repairs.
- 10.4** Residents will not allow the sidewalks in the Common Elements, especially those allowing access to and from the townhouse units and the garages, to be obstructed by the placement or storage of items or personal belongings on or around the sidewalk.
- 10.5** Maintenance and replacement of entry doors, storm doors, windows, window screens, and exterior light fixtures are the owner's responsibility. Application must be made to the Board of Directors or an appointed Architectural Control Committee prior to any replacement of doors and windows. Any such replacement must conform as closely as possible to those of other Units. Owners agree to keep entry and storm doors, windows, awnings and screens in good repair and appearance. Proper window coverings must be in place, clean from the outside and in good repair. Poster, cardboard, blankets, reflective coverings, aluminum foil, sheets or newspapers are not considered proper window coverings.
- 10.6** No garage sales may be conducted on the premises unless it is a community sale authorized by the HOA.

11.0 INTERIOR REQUIREMENTS

- 11.1** Smoke and CO Detectors - Due to stricter insurance codes, ALL homeowners are required to install smoke and CO detectors in their unit. There should be one in the kitchen area and one near the bedrooms.
- 11.2** Utility Requirements.
 - a. Each Owner must continuously maintain both heat and power in the Unit whether it is vacant or occupied.
 - b. All Units must be maintained at a minimum temperature of 55 degrees Fahrenheit at all times.
- 10.3** Owners of Units which will be or have been vacant for more than thirty (30) days must notify the Board of the vacancy and turn off the water supply to the Unit at the main valve.

12.0 LANDLORD AND TENANT COMPLIANCE

- 12.1** Each Owner who leases a Unit must comply with both the terms of this section as well as Section 9.3 of the Declaration.
- 12.2** Owner shall present the tenant with a copy of the Rules and Regulations at the time the lease is signed. Owner agrees to require compliance with the legal documents of Second Jefferson Green as part of any lease agreement and include that failure by the renter to comply with the terms of these documents will be cause for default under the lease. Owners may be held liable for violations and fines assessed because of tenants and/or guests not abiding by the Rules and Regulations of Second Jefferson Green.
- 12.3** Owner/Landlord is responsible to provide a copy of each lease to the Association within thirty (30) days of the lease signing. The Management Company or the Board may request a copy of the lease/rental agreement at any time. Financial information may be redacted.
- 12.4** Landlord is responsible for providing each new tenant with a side garage door key. If the landlord does not keep his own copy and does not retrieve the key from the former tenant, landlord may request a duplicate key from the Management Company for a charge of \$25 for each key requested.
- 12.5** Landlord is responsible for providing each new tenant with the pool card key. If the landlord does not retrieve the pool card key from the former tenant, the landlord must contact the Management Company to replace the key at the cost of \$50.
- 12.6** Landlord is responsible for providing each new tenant with the parking

passes and visitor hanger. Before handing these out, the landlord must provide the Management Company with the registration form filled out with the new tenant information. If the landlord does not retrieve the passes and hanger from the previous tenant, the landlord must contact the Management Company to replace the clings @ \$25 each and hanger @ \$50.

12.7 Owners must provide the Management Company with the names and phone numbers of each new tenant for use by the Association in case of an emergency.

13.0 ENFORCEMENT

The Association encourages the neighborly approach first to communicate with another resident with respect to a violation of the rules and regulations. Residents requesting action regarding rules violations must submit such complaint in writing to the Management Company, stating the specifics of the complaint, as set forth in the Association's established enforcement policy.

14.0 PAYMENT OF ASSESSMENTS

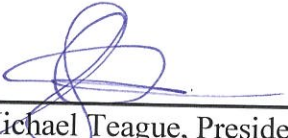
Payment of all assessed fines, monetary penalties, or damages will be in accordance with the Association's established collection policy.

15.0 POOL RULES

1. MEMBERS ONLY; the pool is for the use of Second Jefferson Green residents and their guests only. Guests are limited to 4 per Unit at any one time and **must** be accompanied by the resident.
2. Inexperienced swimmers and any swimmers who cannot swim safely on their own must be accompanied an experienced, capable swimmer at all times while in the pool. Residents are responsible to determine the skill level of anyone under their supervision, including guests, before allowing them to swim at the pool unaccompanied.
3. NO large flotation devices permitted in the pool area.
4. NO glass in the pool area.
5. NO animals in the pool area except for service animals and emotional support animals with Association approved Reasonable Accommodations. **NO ANIMALS** are allowed in the pool itself at any time.
6. NO excessive noise, shouting, profanity, or other objectionable language is permitted in the pool or pool area.
7. NO games may interfere with others' use of the pool.
8. NO running is permitted in the pool area.
9. NO climbing is permitted on or over the fence or gates. This is considered Breaking and Entering. Residents observing this behavior should notify the City of Lakewood Police at 303-980-7300 and the

Management Company 720-526-3330 X8 IMMEDIATELY.

10. NO jumping or diving from the ladder handles is permitted.
11. Proper swim attire ONLY in the pool. Cut offs, other street clothes, and scuba gear are prohibited.
12. Swim diapers are required for all incontinent individuals at all times while in the pool.
13. No alcoholic beverages, glass containers or drugs are allowed in the pool area. Observers of such should contact the police and the Management Company IMMEDIATELY.
14. Persons having infections, communicable diseases, open sores, bandages, cuts, or recent vaccinations are not permitted in the pool.
15. Pool doors shall not be propped open at any time.
16. Pool is open from Memorial Day through Labor Day. Pool hours are from 10:00 a.m. to 10:00 p.m.
17. NO smoking and/ or vaping in pool area or within 25 feet of exterior pool fence and cabana building.
18. Violations of the above rules may result in fines/other legal action consistent with the Association's enforcement policy, suspension of use of the pool, or both.



Michael Teague, President

7/10/24

Date

APPENDIX A

COMMON ELEMENT CHARGING SYSTEM AGREEMENT

This Common Element Charging System Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____, by and between Second Jefferson Green Homeowners Association (the "Association") and _____ (the "Owner") of the real property located at _____ and legally described as _____ (the "Property").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and Owner agree as follows:

1. Charging System. Subject to the Association's Rules regarding Electric Vehicle Charging Systems (the "Rules"), Owner may install a Charging System on the Limited Common Element parking space, as described and/or depicted on Exhibit A attached hereto and incorporated herein by this reference. Owner has previously submitted to the Association an application to install the Charging System, which the Association has subsequently approved. Owner's application and proposed installation comply with the Association's aesthetic provisions and design specifications.
2. Installation. Owner shall engage the services of a duly licensed and registered electrical contractor familiar with the installation and code requirements of an Electric Vehicle Charging System to install the Charging System.
3. Costs. Owner is solely responsible for all costs related to the Charging System, including, but not limited to, installation costs, the costs to restore any Common Elements disturbed in the process of installing the Charging System, electricity costs as contemplated by the Association's Rules, and removal costs.
4. Insurance. Owner shall provide to the Association, within fourteen (14) days of receipt of Association's approval of the proposed Charging System's installation, a certificate of insurance that names the Association as an additional insured for any claim related to the installation, maintenance, or use of the Charging System. Owner shall reimburse the Association for the actual cost of any increased insurance premium amount attributable to the Charging System, within fourteen (14) days of receiving an invoice for such increased premium. This amount shall be collectable as an Assessment against the Unit.
5. Repairs. Owner is responsible for any costs or damages to the Charging System, and any Limited Common Element or Common Element, as well as any related fixtures or improvements, that arise or result from the installation, maintenance, repair, removal, or replacement of the Charging System until the Charging System is removed. In the event any repairs or replacements must be made to the Common Elements or Limited Common Elements by the Association, the Association shall give Owner adequate notice to remove, at the Owner's sole expense, the Charging Station prior to commencing such repairs or replacements.

6. Succession. The obligations of this Agreement shall run with the land as long as the Charging System is installed, and shall bind the Owner and his or her successors and assigns. Owner shall be solely responsible for the removal of the Charging Station if a subsequent purchaser declines to purchase the Charging Station with the Unit.

7. Enforcement. In the event the Owner fails to undertake an action required by this Agreement, the Association may, upon seven (7) days written notice, undertake the action and seek reimbursement from the Owner. All expenses incurred in connection with any enforcement of this Agreement by the Association shall be collectable from the Owner as an Assessment.

8. Recording. This Agreement may be recorded in the real property records of the Clerk and Recorder for Jefferson County, Colorado.

In Witness Whereof, the parties have set their hands effective the day and year first set forth above.

ASSOCIATION:

Second Jefferson Green
Homeowners Association

President

Date

OWNER(S):

Date

EXHIBIT A
CHARGING STATION LOCATION

APPENDIX B

APPROVAL OF INSTALLATION
AND
INDEMNITY AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by _____ and _____ (collectively "Owner") and Second Jefferson Green Homeowners.

RECITALS

(a) The Association is the Association named and referred to in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Jefferson Green-Filing No. 2 recorded on July 25, 2018, in the office of the Clerk and Recorder of Jefferson County, Colorado, at Reception No. 2018067726, as amended ("Declaration").

(b) Owner is the owner of the property described as follows:

_____, Lakewood, CO 80227 (the "Property").

(c) The Owner has requested that the Association allow the installation of surveillance or recording equipment ("Surveillance System") on _____, (describe specific location) and the Association's approval is contingent upon execution of this Agreement.

(d) The Owner desires to protect and hold harmless the Association from all claims, damages, risks, liability and maintenance associated with, reasonably necessary, incurred or required by virtue of the Owner's installation, operation repair, maintenance, removal and use of the Surveillance System.

(e) The parties desire to amicably resolve between themselves all matters relating to the installation, operation, repair, maintenance, removal and use of the Surveillance System.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Installation Term.** Subject to the terms of this Agreement, the Association approves the Owner's request for installation of a Surveillance System on the exterior of the Property or in the garage as described above. In any event, the term of this Agreement shall continue so long as Owner is the record Owner of the Property, but may not be transferred to successors in interest.

2. **Maintenance and Repairs.**

a. The Owner agrees to maintain the Surveillance System and all areas of the Association affected by the installation, operation, repair, maintenance or removal of the Surveillance System in a good and satisfactory manner, so as to preserve and protect the value of the Property and to preserve and protect the value of the Association's property.

b. The Owner further agrees that in the event any repairs reasonably necessary to such are not performed in a timely manner, but in no case less than thirty (30) days after such condition becomes reasonably apparent, the Association may undertake to cause repairs to be completed, without notice to Owner. In such event, the Association shall be entitled to recovery of all of its costs incurred thereby from the Owner of the Property, and such obligation of the Owner shall be secured by the lien and other rights granted and allowed the Association in the Declaration.

3. **Removal.** Owner agrees and covenants to promptly remove the Surveillance System when it is no longer in use, or prior to Owner transferring the property. Owner further agrees to repair any damage caused by such removal.

4. **Compliance with Laws.** Owner agrees and covenants that during the term of this installation, operation and use, the Surveillance System will comply with all applicable laws, codes and regulations.

5. **Privacy Laws.** Owner agrees and covenants that during the term of any installation, operation and use, the Surveillance System will at all times comply with applicable federal, state and local laws, regulations or ordinances which are in any way related to privacy.

6. **Indemnification.** The Owner agrees to and shall indemnify and hold harmless the Association of and from any and all liability, loss or damage, including but not limited to, any physical damage or injury to the Owner, any claims for invasion of privacy or harassment by other residents, guests or invitees at the Association, any other claim for injury or damage to person or property, or the Property, caused by or resulting from the installation, repair, maintenance, removal, or use of the Surveillance System sought to be installed on the exterior of the Property.

7. **Release.** The Owner hereby releases and forever discharges the Association and by these presents does, for itself, its officers, directors, owners, and agents, demise, release and forever discharge the Association, its officers, directors, owners and agents of and from any and all liability, loss, damage, (including reasonable attorney fees) manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim and loss whatsoever, in law or equity, against the Association that Owner ever had, now has, or which its successors and assigns, officers, directors, shareholders and agents hereinafter can, shall or may have, for, upon or by reason of, any matter, cause or things whatsoever, relating to the installation, repair, maintenance, removal or use of the Surveillance System at the Association.

OWNER:

OWNER:

Owner's Signature

Owner's Signature

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____.

Witness my hand and official seal.

My commission expires _____.

[SEAL]

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20____, by _____.

Witness my hand and official seal.

My commission expires _____.

[SEAL]

Notary Public