

RULES AND REGULATIONS  
OF THE  
HAMLET AT CASTLE PINES NORTH HOMEOWNERS ASSOCIATION, INC.  
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Revised February 28, 2006

RULES AND REGULATIONS OF THE  
HAMLET AT CASTLE PINES NORTH HOMEOWNERS ASSOCIATION, INC.

## I. INTRODUCTION

These Rules and Regulations of The Hamlet at Castle Pines North Homeowners Association, Inc. are adopted in a spirit of cooperation and to create and maintain an environment which is conducive to the protection of the unique and valuable character of the community. All residents, adult and children, renters, owners and guests should know and observe these Rules.

## II. ADMINISTRATION AND ENFORCEMENT

These Rules will be administered and enforced by the Board of Directors which may delegate any right or duty it possesses under these Rules to any committee or administrative office as the Board in its discretion may deem appropriate. The omission or failure of the Association, the Board of Directors, or any Owner to enforce any of these provisions shall not constitute or be deemed a waiver, modification or release of these Rules and Regulations, and the Association and the Board shall have the right to enforce any of these provisions after any such omission or failure.

## III. GENERAL RULES AND REGULATIONS

1. OWNER RESPONSIBILITY: Each Owner is responsible for ensuring that their children, renters, or guests comply with these Rules and Regulations. Any damage to the areas maintained by the Association caused by the Owner, their children, renters, or their guests will be repaired at the expense of the Owners.
2. OBNOXIOUS OR OFFENSIVE ACTIVITIES: No person will allow any noxious and offensive activity, including noises, to be conducted upon the Owner's parcel, nor will allow any activity of any kind upon the Owner's parcel to become an unreasonable annoyance or nuisance to any other Owner or Resident.
3. INSURANCE RISK: No person will allow any activity or condition upon the Owner's parcel, nor any activity by the Owner nor any person other than the Owner, whose right to be within The Hamlet arises out of that person's relationship with the Owner, upon any lot or Association property, which would increase the rate of insurance or risk on any property without the prior written approval of the Board.
4. INSURANCE: Each Owner will secure and maintain insurance for the Owner's parcel and all improvements located upon the Owner's parcel, in amounts and insuring against liability, risk

and hazards in accordance with prudent standards, but not less than the full replacement value of the improvements, or in accordance with standards established by the Board.

5. LITTERING OR DUMPING: No person will allow any littering, dumping, dropping or abandoning of any garbage, refuse, rubbish, or cuttings on any street, common area, or Lot, unless placed in an approved garbage receptacle. No garbage or trash receptacles may be stored in any visible manner.
6. WILDLIFE: No person will interfere with or disturb any wildlife within the Properties. Any wildlife considered to be a pest by causing property damage or endangerment will be controlled by the proper authority.
7. SIGNS: No person will allow any signs on the Owner's property which are visible from another property or common area unless approved by the Design Review Committee. No real estate for sale signs are permitted in The Hamlet since no public traffic is allowed through the security gates to see these signs.
8. OUTSIDE STORAGE: No furniture, fixtures, appliances, or similar items not in reasonably current use may be stored in any manner visible from any other parcel or common area.
9. APPROVED PETS: Domestic animals which are commonly kept as pets, such as dogs, house cats and birds, may be kept as domestic pets without prior approval so long as they meet state and county requirements. Before any other type of animal may be kept as a domestic pet, the Owner must first obtain approval from the Board. Animals may only be kept in such numbers and in such a manner so as not to create a nuisance or health hazard. No animal or any structure associated with any animal may be kept in any location which is visible from any other parcel or common area except as provided by the Design Review Committee. Horses, cattle, sheep, chickens, and other livestock are prohibited.
10. ANIMAL CONTROL: Any domestic pet not in a controlled area must be on a leash or similar restraint. Any animal creating a nuisance by continuous barking, causing damage to other's property or otherwise disturbing other persons or other animals must be controlled. Any domestic animals not under direct control or off its Owner's property may be removed by the County Animal Control. All animal waste or droppings must be immediately picked up and disposed of by Owner.
11. ANTENNAE: No exterior antennae, satellite dish or microwave receiving unit is permitted within The Hamlet except as approved by the Design Review Committee. For small satellite antennae, such approval will have reasonable limitations on location and screening as permitted by the Federal Telecommunications Act of 1996.
12. EXTERIOR LIGHT FIXTURES: Each Owner will maintain the light fixtures located on the front porch and garage. No light will be emitted from any lot which is unreasonably bright

or causes an unreasonable glare. In areas where any lights will shine directly into another house the wattage will be limited to 40 watts.

13. GATE CODE: Gate codes are not to be given out to occasional visitors. Those individuals are to use the call box on the gatehouse for entry. If individuals abuse the privilege the Board may change the code and withhold the new code from those who abuse the privilege.
14. LAUNDRY: No Owner will permit any laundry or other items to be dried or hung outside of any building.

#### **IV. VEHICULAR RULES AND REGULATIONS**

1. AUTOMOBILE REPAIR: No major vehicular repair or similar work may be performed in any area visible from any Property or common area or street, except in emergency situations. In an emergency, the Owner will remove the vehicle to a permitted area as soon as possible. This restriction does not apply to washing, polishing or minor repairs.
2. RECREATIONAL VEHICLES: Any camper, snowmobile, camper trailer, boat trailer, utility trailer, motor-driven cycle, large truck with a capacity of more than a ton, or motorized recreational vehicle, must be parked or stored on the Properties within the enclosed garage, located on a lot, or in an area designated by the Association for the parking or storage of such vehicle.
3. INOPERABLE AUTOMOBILES OR VEHICLES: No abandoned or inoperable automobiles or vehicles of any kind will be stored or parked on the Properties. If after sufficient time, the notified owner of the abandoned or inoperable vehicle does not comply, the Association will have the right to remove the vehicle at the expense of the owner.
4. GARAGE DOORS: All garage doors should be kept closed at most times except during periodic maintenance or repair of the door or garage area, or while cleaning or working in the yard.
5. PARKING: No vehicle belonging to an Owner, a member of the family, guest, tenant, lessee or employee of any Owner will be parked in such a way as to impede or prevent access to any entrance or exit from a residence. Vehicles will be parked within designated parking areas only. Common area parking spaces are not to be used by residents for additional parking spaces for personal vehicles. No resident or overnight guest will park on any roadway. Short term guest parking must not block emergency access or driveways.
6. OFF-ROAD VEHICLES: The use of any such vehicle, including trail bikes, snowmobiles and similar recreational vehicles is absolutely prohibited in The Hamlet.

7. **BICYCLES:** Bicycles may be ridden only on established roadways and bike paths.
8. **SPEED LIMITS AND UNSAFE ROAD OPERATIONS:** The speed limit in The Hamlet has been imposed by Douglas County and is **15 Miles Per Hour**. Speed must be decreased below 15 MPH during snowy and icy conditions, especially when approaching the gates.

## **V. MAINTENANCE RULES AND REGULATIONS**

1. **MAINTENANCE OF IMPROVEMENTS:** Each Owner will maintain all improvements upon the Owner's Parcel, including driveways and walkways, in the same or superior condition; and each Owner will promptly make all necessary or appropriate repairs and replacements to any such improvements.
2. **MAINTENANCE OF LANDSCAPING:** Each Owner will maintain the landscaping upon the Owner's Parcel in the same or superior condition. Each Owner will diligently maintain, cultivate, husband, protect, and preserve all shrubs and trees upon the Owner's Parcel, including installation of any needed erosion control measures which may arise.

## **VI. YARD AND SPRINKLER MAINTENANCE POLICY**

1. **YARD MAINTENANCE**
  - a. The Association will contract for mowing and trimming the grass areas of each Lot, including the front, side and back yards. The Association may also provide some pruning or minor maintenance service to trees and shrubs on private lots in conjunction with similar maintenance on common area trees and shrubs.
  - b. The lawn maintenance will also include fertilizer as appropriate during the growing season.
  - c. No lawn maintenance will be provided during the winter.
  - d. The individual lot owners will be responsible for the replacement or major maintenance on their own lot landscaping, including trees, shrubs, beds, grass and other landscaping.
  - e. The Board reserves the right to reduce the areas covered by the Association lawn maintenance contract to the front yard only if it is not economically prudent to continue to maintain all grass areas.
2. **SPRINKLER MAINTENANCE**

- a. The Association will contract for minor sprinkler system maintenance in conjunction with the landscape maintenance contract.
  - b. Minor sprinkler maintenance is defined as repair or replacement of sprinkler heads damaged by the Maintenance Contractor, adjustment of spray patterns on existing sprinkler heads at Spring turn-on, turning the systems on and off in the spring and fall, and winterizing the sprinkler system in the fall.
  - c. Major sprinkler maintenance and repair will be the responsibility of the individual homeowners.
  - d. Major maintenance and repair includes such things as any repair to the piping system, including the indoor supply lines and valves, outside standpipes and vacuum breakers, underground PVC mainline supply piping, valve replacement, and clock repairs and replacement.
  - e. The Association may establish a procedure for homeowners to obtain sprinkler repair services through the Association by the same contractor who provides the common area maintenance, but all bills for such service will be the responsibility of the individual homeowner. No major work will be billed to the Association.
3. SNOW REMOVAL
- a. The Association will contract for snow removal from the streets, driveways and front walks to be performed when there is more than 4 inches of snow on the ground. Additional snow removal may be conducted in unusual weather conditions.

## **VII. DESIGN REVIEW**

**In General:** The Design Review Committee is appointed by the Board of Directors under the provisions of Article XI of the Declaration of Covenants and the articles of incorporation and bylaws of the Association. Its general purpose is to ensure that all developments or improvements in The Hamlet comply with the requirements of the various covenants regarding improvements and landscaping that apply to The Hamlet.

1. PRIOR APPROVAL REQUIRED: Approval of the Design Review Committee must be obtained before any changes are made to the exterior of any building or any major changes are made to the landscaping of any lot, including the removal of native vegetation such as scrub oak.
2. ENFORCEMENT: The Design Review Committee will inspect any improvements to determine if they are proceeding in compliance with the approval, the applicable covenants, the bylaws and rules and regulations. If the Committee determines that any improvement is

not proceeding according to an approved plan, it may require corrective action to be taken by the Owner and, if not timely corrected, may refer the matter to the Board of Directors for further enforcement action.

3. EXAMPLES OF IMPROVEMENTS: The following are examples of improvements requiring prior approval of the Design Review Committee: buildings, fences, roof, exterior walls, exterior lighting, flag pole, hot tubs, swimming pools, awnings, air conditioners, solar panels or systems, basketball backboards, playground equipment, and dog houses or runs. This list is not inclusive, but is simply illustrative.
4. EXTERIOR COLORS: Unless prior approval is given by the Design Review Committee, exterior colors shall remain as originally completed on the initial construction of the improvements. The exterior colors shall match those listed below, but need not be any particular brand. The Design Review Committee must be consulted before repainting. The body of the exterior may be covered with paint or with semi-transparent or semi-solid stain. The trim shall be painted.
  - a. Body Color: The approved body color shall apply to all siding, all corner boards on main body and dormers, and all overhead surfaces including any porch and entry ceiling.
  - b. Trim Color: The approved trim color shall apply to all Fascias, all gutters and downspouts, all window and door trim (surrounds), all gable vents-frames and louvers, porch balustrade (rails and spindles) & post caps, ground level belt courses (horizontal trim), porch base trim and supporting lintels, porch support posts, entry door and window surrounds, flower boxes below windows, corbels below flower boxes and bays and elsewhere, all stairs, garage doors and surround trim, and chimney flue cap (if painted).
  - c. Approved Colors: The following listed colors are those that were originally completed on the initial construction of Hamlet improvements. The Design Review Committee shall provide such additional specifications and guidelines as it determines may be useful in assisting Owners in preparing and submitting samples for its approval and may have samples of approved brands with colors matching those listed below.

1) Original colors for Brown Stone:

Body (Cabot Stains)  
0342 Beechwood Gray\*\*  
0194 Beige\*  
0347 Dark Gray\*\*

Trim (Kelley-Moore Paints)  
N19-3 Noble House  
H19-3 Teasel  
B19-3 Morocco

- \* Semi-solid stain
- \*\* Semi-transparent stain

2) Original color for Hamill Brown Stone (Oakwood Homes 1995/96):

Body (Kwai Howells Stain)  
5723-M Solid Body Modifico Latex Stain

Trim (Kwai Howells Paint)  
5734-D (Paint)

3) Original colors for Gray Stone:

Body (Cabot Stains)	Trim (Kelley-Moore Paints)
0144 Driftwood Gray *	X38-2 Dark Cloud
0167 Dune Gray *	N39-3 Guinevere
0143 Cape Cod Gray *	N18-2 Old Manse

\* Semi-solid stain

4) Original color for 2 Tone Slate Grey (Oakwood Homes 1995/96):

Body (Kwai Howells Stain)	Trim (Kwai Howells Paint)
5412-M Solid Body Modifico Latex Stain	5403 (Paint)

5) Original color for Grey Drift Stone (Oakwood Homes 1995/96):

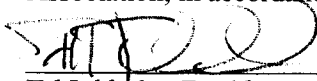
Body (Kwai Howells Stain)	Trim (Kwai Howells Paint)
5382-M Solid Body Modifico Latex Stain	5384-D (Paint)

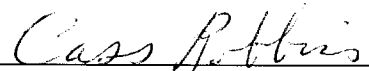
5. FENCES: All property lines will be kept open. No fences or planting simulating fencing or having the effect of closing any property will be permitted except as approved by the Design Review Committee.
6. GARDENS: All gardens other than those devoted solely to flowering plants or similar decorative foliage will be screened so as not to be visible from any other parcel or the common area, except as permitted by the Design Review Committee. Any Owner who intends to construct, plant, or cultivate any garden of a significant size which would or could be visible from any other parcel or common area must submit a description of the garden in reasonable detail to the Design Review Committee for approval prior to beginning any such garden.
7. LOT DEFINITIONS: The Design Review Committee has responsibility for site review on lots to establish the areas of responsibility for the active side of each house, particularly where the active side does not coincide with the passive side of the adjoining lots. Any determination of site review will be filed with the Association Secretary in the Lot file. Any disputes as to the nature and extent of any site shall be initially resolved by the Design Review Committee with any appeal to the full Board of Directors. In the event a dispute cannot be resolved in this manner, then the Owners involved shall proceed in accordance with the bylaws to resolve the dispute.
8. ROOFING MATERIAL: As replacement of cedar shake roofs becomes necessary, Asphalt Composite Shingles shall be used for replacement. Samples of Asphalt Composite Shingles the Owner proposes to use must be submitted to the Design Review Committee for approval and written approval of the material must be received prior to any re-roofing construction. The Asphalt Composite Shingle shall be manufactured by Malarkey and identified as Legacy Shingles and be Weathered Wood (color) or equivalent. The Design




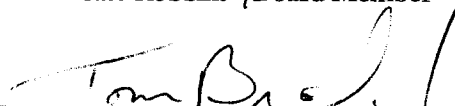
Review Committee shall provide such additional specifications and guidelines as it determines may be useful in assisting Owners in preparing and submitting samples for its approval and may have samples of approved material available.

IN WITNESS WHEREOF, the undersigned Directors have executed this document this 28th day of February, 2006, to evidence the adoption of these Rules and Regulations on behalf of the Association, in accordance with article 7.5 of the Association Bylaws.

  
Ed Jukkola - President

  
Cass Robbins - Board Member

  
Walt von Riesemann - Board Member

  
Tom Bradford - Board Member

  
Robert Seaman - Board Member