

LINCOLN CREEK VILLAGE

RULES AND REGULATIONS

Approved October 3, 2013
by resolution of the Lincoln Creek Metropolitan District

Lincoln Creek Metropolitan District
www.lincolncreekvillage.com

INTRODUCTION

The Board of Directors (“Board”) of Lincoln Creek Metropolitan District (“District”) has adopted the following Rules and Regulations (“Rules”) for the benefit of Lincoln Creek Village. These Rules are intended to supplement and provide additional guidance with respect to the Master Declaration for Lincoln Creek Village (“Master Declaration”) and the Supplemental Declaration for The Bluffs, The Colony and the Courtyard Homes at Lincoln Creek Village (“Supplemental Declaration”) and any other supplemental declarations applicable to property in Lincoln Creek Village, all as recorded in the real estate records of the Clerk and Recorder of Douglas County, Colorado. Capitalized words used herein shall have the same definitions set forth in the Master Declaration. In the event of any conflict between these Rules and Regulations and the Master Declaration, the Master Declaration shall control. These Rules are intended to maintain order, enhance the quiet enjoyment of property by all residents in Lincoln Creek Village and uphold the aesthetic appeal of the community now and in the future. Common courtesy and regard for your neighbors is always the best measure of appropriate conduct.

Pursuant to Section 8.32 of the Master Declaration, these Rules may be adopted, amended or repealed from time to time by the District. The Covenant Enforcement Committee and the District, shall be responsible for enforcement of the Rules and applicable provisions of the Master Declaration.

I. DESIGN REVIEW

The Design Review Committee of the Lincoln Creek Metropolitan District is responsible for reviewing designs pertaining to any Improvements to the property. Members of the Design Review Committee are appointed by the District and are responsible for ministerial administration and application of the Design Guidelines. All design review requests should be directed to the managing agent for transmission to the Design Review Committee.

II. USE OF UNITS/LOTS

A. ANIMALS

1. No livestock, poultry, reptiles or similar non-traditional household pets shall be raised, bred or kept in Lincoln Creek Village.

2. No more than two dogs and two cats may be kept at a Residential Unit at any one time, subject to the following:

a. Animals shall not be maintained for any commercial purpose.

b. Animals shall be maintained in the residence, within a rear yard or restrained by a leash at all times. A pet leash shall not be more than twelve feet in length.

c. An Owner is responsible for any damage caused by his/her pet, including removal of waste from District property.

d. The District may further restrict the number of pets in a Residential Unit, or a pet not maintained in accordance with the Master Declaration or these Rules, in its sole discretion.

B. SIGNS/FLAGS/HOLIDAY DECORATIONS

1. Except as expressly permitted by applicable law, no signs or flags shall be displayed on a Lot for public view without the prior written approval of the District and/or the Design Review Committee. The following are excepted from the general prohibition and do not require District approval:

a. Signs installed by Declarant or its successors and assigns, for purposes of construction, development, operation, promotion and sales specifically for the development of Lincoln Creek Village.

b. Flags not exceeding 4' x 6' displayed on National holidays.

c. Signs of customary dimensions but not exceeding 2' x 3' in size used to advertise the property for sale.

2. All holiday decorations shall be removed within 30 days following the holiday.

C. BUSINESS ACTIVITIES

1. Any home based occupation shall be conducted solely within the interior of the residence and not be visible from the exterior.

2. No non-residents shall be employed at the premises; nor shall customers frequent or be solicited to the premises.

3. Excessive commercial deliveries are prohibited. Excessive means more than two (2) deliveries per day, more than ten (10) cumulative deliveries per week, or a single delivery in excess of one hundred pounds (which excludes occasional deliveries intended for personal consumption).

D. ANTENNA/SATELLITE DISH/GENERATOR INSTALLATIONS

All exterior radio or television antenna, satellite dishes, aerial or other reception/receiver devices are subject to prior written approval of the District and/or the Design Review Committee. Where a device may be permitted by applicable law, its location may still be subject to review and application for approval shall be made. Wind-powered electrical generators may be permitted in compliance with Colorado Revised Statutes § 38-30-168.

E. LEASES

1. All leases of Residential Units shall be in writing and shall be for a term of not less than six (6) months. Within fifteen (15) days of execution of the lease, a copy shall be filed with the managing agent or the District.

2. All tenants are expected to adhere to and comply with the Master Declaration, these Rules and any other governing documents applicable to Lincoln Creek Village and the specific property being leased.

3. The Owner and the tenant(s) shall be jointly and severally liable for any violations of the Community's governing documents or any physical damage caused by the tenant(s).

4. No "For Rent" signs shall be displayed on a property.

F. RENEWABLE ENERGY DEVICES

Renewable energy devices may be permitted in accordance with applicable law. All installations of renewable energy devices shall be submitted to the Design Review Committee and/or District for review and approval.

G. SNOW REMOVAL

All snow must be removed from residential sidewalks and driveways within 48 hours after the snow has stopped falling in accordance with City of Parker ordinances. To the extent that snow is to be removed by a third party vendor, details regarding the removal areas and schedule may be available on the District's website and from the District's managing agent. There may be other community associations that have responsibility for maintenance of common areas within specific neighborhoods, and those community associations should be contacted in the event of questions regarding common area maintenance and snow removal.

H. LANDSCAPE MAINTENANCE

1. The District will provide landscape services for weekly mowing, edging, weed control, sprinkler activation and aeration. Homeowners shall be responsible for replacing dead plants, trees and grass, and shall maintain all rocked areas in a neat and groomed manner. Irrigation system repairs and routine watering are the responsibility of the homeowner.

2. Homeowners with retaining walls are responsible for all landscape maintenance in the area between the retaining wall and the fence.

3. Homeowners with retaining walls are responsible for all maintenance of and repairs to the retaining walls.

I. FENCES

1. All fences must conform to the specifications adopted by the District as contained in the District's Design Guidelines.

2. All newly installed fences must be painted to conform to the District's approved fence color within 30 days of installation. If weather conditions prohibit compliance with this provision, an extension of time should be requested from the District's managing agent.

3. Additional provisions regarding fences are contained in the District's Design Guidelines and the Design Guidelines should be consulted to ensure full compliance with applicable provisions.

III. USE OF COMMON AND DISTRICT PROPERTY

A. DAMAGE TO PROPERTY/LITTERING

1. No littering, disposal of cigarette butts or trash is permitted on common areas or District property.

2. Any person damaging or defacing ground, walkways or improvements on the common area or District property shall be responsible for all damages caused thereby.

3. The District owns and maintains the perimeter fence. No modifications shall be made to the perimeter fence without the prior written approval of the District.

B. USE OF AMENITIES

1. Residents under the age of 18 are not allowed to use any common property or District property without parental supervision. Residents are expected to supervise young children at all times and to discourage behavior that may be disruptive to other members of the community.

C. SPEED CONTROL

1. The speed limit throughout Lincoln Creek Village is 25 miles per hour. All residents of, and visitors to, Lincoln Creek Village are expected to operate their vehicles within the posted speed limit.

2. The careless or reckless operation of a vehicle is strictly prohibited. Local law enforcement officials may be summoned to address continuing violations.

IV. ACTIONS OF OWNERS AND OCCUPANTS

A. NUISANCES

1. Lincoln Creek Village abides by all local noise ordinances. At a minimum, between the hours of 10:00 p.m. and 7:00 a.m., no person shall use or operate or allow to be used or operated, any musical instrument, loud speaker, public address system, radio, music player, television or other sound amplifying equipment in such a manner as to be plainly audible when crossing a property line or within a dwelling Unit which is not the source of sound. For purposes of this restriction, "plainly audible" means that the information content of the sound is unambiguously communicated to the listener (such as understanding speech, comprehension of raised or normal voices, or comprehension of musical rhythms).

2. Lights, sounds or odors that may be offensive to others may be a nuisance under the law, and should be avoided.

V. STORAGE AND WASTE CONTROL

A. HAZARDOUS SUBSTANCES

Volatile or incendiary materials shall not be stored at a Unit. Fuel for small machinery should be properly stored in approved containers.

B. TRASH/TRASH CONTAINERS

1. All trash receptacles shall be stored out of plain sight except on scheduled pick up days.
2. All trash shall be placed in designated containers provided by the waste disposal company. Items too large to fit in the designated containers shall be disposed of offsite through other means.
3. All trash must be picked up by the approved vendor for the District, presently Waste Management.

C. STORAGE

1. All building materials, construction and maintenance equipment, garden supplies, compost piles and similar items shall be completely screened from view of surrounding Units.
2. No clothing, towels, draperies, rugs or similar materials may be hung on the exterior of a patio or structure so as to be visible from surrounding Units.
3. All sport, playground or recreational equipment shall be submitted to the Design Review Committee for approval prior to installation. To the extent feasible, such equipment shall be stored from view when not in use.
4. The storage and use of reasonably sized propane tanks in conjunction with portable or permanent gas grills are specifically allowed.

VI. MOTOR VEHICLES

A. No commercial vehicles, campers, trailers, recreational vehicles, boats, jet skis, other watercraft, motor homes, snowmobiles, all-terrain vehicles, inoperable vehicles as defined in the Master Declaration, or trucks over 3/4-ton (other than pickup trucks), shall be stored or parked at any Unit or on the streets adjacent to any Unit or on District property for more than twenty-four (24) hours in any calendar week. Such vehicles may only be stored at a Unit within a fully enclosed garage.

B. No repair activity, including but not limited to maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat shall be conducted on any Unit unless conducted within a fully enclosed garage or other structure which fully screens the sight and sound of the activity from the street and from adjoining Units. Vehicles may be washed and polished at a Unit so long as the vehicle is not parked for more than a twenty-four (24) hour period in any calendar week.

C. No temporary structures, including but not limited to campers, tents, trailers, motorhomes, mobile homes, shall be used for residential purposes within Lincoln Creek Village.

D. Vehicles parked in the following areas shall be subject to immediate towing at the vehicle owner's expense:

1. In a "handicapped zone" without proper handicap registration.
2. In front of or adjacent to a dumpster so as to block access to the dumpster.
3. In an emergency, fire, pedestrian or no-parking zone, including adjacent to a fire hydrant or the community mail boxes.
4. Parked, double or otherwise, so as to block a roadway, driveway or alleyway.

E. Motorized vehicles, bicycles, skateboards, roller skates, or other similar vehicles shall not be operated on sidewalks or landscaped areas. Residents under age six (6) under direct parental supervision may use non-motorized scooters, tricycles or similar riding toys on the sidewalks.

VII. ADMINISTRATION AND ENFORCEMENT

A. ASSESSMENTS

1. Homeowners shall pay assessed fees applicable to the area of the District in which they own property. Fees shall be paid to the managing agent pursuant to the system established by the managing agent for payment (voucher or on-line).

2. A late fee of \$15.00 per month shall be assessed against any account in which the account balance is past due or remains past due more than 30 days.

3. The managing agent or other designee of the District is authorized to record notices of lien and notices of lien release as necessary in the delinquency process. A fee of \$100.00 shall be imposed for each notice of lien and each notice of lien release that is recorded with the County in order to reimburse the District for expenses associated with collection of delinquent amounts. This fee shall be charged to the homeowner's account.

4. A fee of \$20.00 shall be assessed for all non-sufficient funds checks. This fee shall be charged to the homeowner's account.

5. Delinquent accounts may be referred to the attorney for the District for collection. All attorney's fees and costs incurred by the District in collecting a delinquent account shall be charged to the homeowner's account.

6. Payments received from a homeowner shall be applied to the homeowner's account in the following order:

- a. Attorney's fees and costs incurred by the District and for which the homeowner is responsible pursuant to Colorado law and the District's governing documents.
- b. Interest which has accrued on all unpaid amounts.
- c. Fines, late charges or other monetary charges or penalties.
- d. Delinquent assessed fees.
- e. Current assessed fees.

B. COVENANT ENFORCEMENT

All complaints pertaining to an infraction of the Master Declaration or these Rules and Regulations shall be brought to the attention of the managing agent and shall be made in writing. The managing agent will also make physical inspections of the development at least once per week. Physical inspections will include the following: a drive-through of the entire community in order to assess the general condition of the grounds and to report on Design Review and Covenant Enforcement issues. The managing agent will also conduct a walk-through of common areas.

The District officers and directors, members of the Covenant Enforcement Committee and the managing agent may orally report allegations of violations. Written complaints shall include the following information to the extent available:

1. The address or location of the violation
2. A description of the violator (e.g. resident, guest, child, etc.)
3. Identification of the provision or rule believed to have been violated.
4. Date, time and place of violation.
5. Property damage caused by the violation, if any.
6. Name, address, telephone number of the individual filing the complaint.

Upon receipt of a complaint, the managing agent shall issue a violation letter to the alleged violator and shall allow a period for abatement of the violation which shall be not less than ten (10) days.

If the alleged violator fails to cure the alleged violation during the allotted cure period, then a second notice of violation shall be delivered to the alleged violator and he/she shall be invited to be heard at the next regularly scheduled meeting of the Covenant Enforcement Committee prior to the imposition of penalties and fines.

Penalties and fines:

1 st Violation	Written notice by mail or e-mail to the Owner and tenant
2 nd Violation	\$50.00
3 rd Violation	\$75.00
4 th Violation	\$100.00 up to \$200.00

A copy of the complaint plus all related documents shall be filed in the Owner's property file for a period of twelve (12) months from the date of the initial complaint.

Each day that a violation continues after expiration of the cure period shall be considered a separate violation.

In all cases, an Owner has the right of appeal to the Board of Directors of the District. In order to invoke this right of appeal, the Owner shall deliver written notice of his/her intent to appeal to the managing agent within ten (10) days from the date that the adverse decision of the Covenant Enforcement Committee is communicated to the Owner. Upon receipt of a timely appeal, the managing agent shall schedule the matter on the agenda of the next regularly scheduled meeting of the Board of Directors of the District.

The District shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules, including assessment of charges and penalties, the filing of a lien, and/or the filing of an action for injunctive or monetary relief.

C. MANAGEMENT SERVICES AND FEES

1. The managing agent has been designated to act as liaison with homeowners, realtors, mortgage companies and title companies during the sale or refinancing of properties. The managing agent may issue status letters, address PUD issues, make certifications and generally address day to day issues as they arise. The managing agent may charge a fee for its services based on its then prevailing rate, which fee shall be assessed to the requesting party/ies.

2. An administrative fee of \$275.00 to offset expenses associated with the transfer of a homeowner account shall be assessed at closing for each conveyance. The administrative fee shall be included in the status report.

VIII. MISCELLANEOUS

A. The District is a quasi-municipal corporation and political subdivision of the State of Colorado and pursuant to Colorado law, the District may fix and from time to time increase or decrease fees, rates, tolls, penalties or charges for services, programs or facilities furnished by the District. The managing agent for the District should be contacted for current information regarding the services, programs or facilities furnished by the District and any fees, rates, tolls, penalties or charges associated therewith. Information is also available on the District's website at www.lincolncreekvillage.com.

B. Failure by the Lincoln Creek Metropolitan District, the Covenant Enforcement Committee or any person to enforce any provision of the Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.

C. The managing agent shall have the authority to make interim decisions on matters not expressly covered by these Rules and Regulations. Such interim decisions shall be binding unless altered by the Board of Directors of the Metropolitan District.

Adopted by resolution of the Board of Directors of the Lincoln Creek Metropolitan District at a meeting held on the 3rd day of October, 2013. These Rules and Regulations became effective upon adoption and all prior Rules and Regulations are hereby repealed.