

PINNACLE CONDOMINIUM ASSOCIATION

Community Guidelines

March 13, 2017

**Community Guidelines – Pinnacle Condominium Association
(Revised March 13, 2017)**

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GENERAL INFORMATION

The Board of Directors of the Pinnacle Condominium Association, Inc. has prepared these Community Guidelines. The Community Guidelines are intended to be “easy to read and understand”, and not a repetition of the “legalese and terminology” of the Condominium Declaration of Pinnacle Condominiums, the Bylaws, and the Policy and Procedures of the Association (which were provided to you at the time of purchase).

(Reference to the pertinent sections of the Declaration are provided in bold italics)

These guidelines are a “living document” and can be updated at the discretion of the Board of Directors.

I. Definitions:

- **Governing Documents:** These include the Declaration, the Association Articles of Incorporation, the Association Bylaws, and any rules and regulations, policy and procedures, design guidelines, and other documents, of the Association or the Board of Directors. **(Section 1.18)**
- **Common Elements:** The real property which is part of the community of the Pinnacle Condominium Association including all of the condominium buildings, sidewalks, walkways, paths, fences, grass, shrubbery, trees, driveways, access ways, parking areas, landscaping and irrigation systems. **(Section 1.8)**
- **Individual Air Space:** The portion of the condominium buildings not considered to be part of the Common Elements. This is the walls-in space of the homeowner's individual unit including the garage. **(Section 1.19)**
- **Limited Common Elements:** Part of the Common Elements which are limited to and reserved for the exclusive use of the homeowner, such as the deck and the unit's driveway and front porch. The deck is a Limited common Element and defined as the area which is enclosed by railing, gate and stairs if present. **(Section 1.20)**
- **Design Review Request:** (DRR) form used to request architectural or exterior changes to a unit.

II. Owner Obligation upon Lease:

Lease:The Declaration provides that any lease agreement shall require the tenant to comply with all provisions included in the Governing Documents and Guidelines of the Association. The Owner and Tenant Form needs to be completed and returned to PML (address is on the form) along with a copy of the lease within 7 days of executing or renewing a lease. This also limits the term and type of lease.

No less than a month-to-month lease is approved. (Section 10.14)

III. Allowable Items:

- A. Decks:** Deck furnishings include tables, chairs, chaise loungers, gliders both with and without awning, grills, and deck storage benches with lids. Umbrellas are to be placed in appropriate stands to prevent their blowing around, are not to have logos in the design, and are to be well maintained. Decks cannot be used for storage. All personal property other than deck furnishings are to be stored out of sight of the Common Areas. Laundry, including swim suits, towels, rugs, etc., may not be hung over any deck railing.
- B. Flag:** The American Flag (3' X 5" or smaller) may be flown or displayed at any time following normal flag protocol. Flag mounting devices attached to any exterior surface of a Living Unit should be painted or otherwise disguised so as to not be readily visible from the curb-line in front of the unit. Other flags, lighting or hanging decorations may be displayed by a Owner or resident to honor or celebrate a specific or special occasion. However, the display is limited to a 2 week maximum.
- C. Satellite TV Dishes:** (DRR required) Satellite dishes are to be installed by a professional installer and mounted on a pole in the rocked area behind the owner's home. If the home is sold, the seller will be required to remove the Satellite Dish from the premises and restore landscaping prior to the closing.
- D. Potted Plants/Flowers:**
 - Potted plants/potted flowers may be placed in rocked areas outside the unit during the growing season. Pots are to be in good condition, in muted colors, no more than 36 inches tall and 24 inches across. Plants/flowers must be maintained. Pots without growing plants are to be stored out of sight of the Common Areas.
 - Potted plants/flowers may not interfere with the growth and maintenance of Association-maintained shrubbery and trees, or interfere with routine lawn care.
 - Flower pots with living plants or flowers may be placed upon or within the deck area of the Living Unit. These items may also be placed upon a Living Unit's front entryway, provided that such

placement does not create a safety hazard for any pedestrian and does not place any additional burden upon the Liability Insurance of the Association.

Residents should know that the insurance policies maintained by the Association DO NOT automatically provide liability protection for an individual resident if the resident created such a hazard.

E. Window Well Liners and Coverings (DRR required)

F. Gutter and Downspout Heaters (DRR required)

G. Porch and Garage Light Bulb Recommendation (see example provided in forms)

IV. Prohibited Items in Common Areas:

Planting is not allowed

Stepping Stones	Wall Plaques	Fountains	Statues
Swing Sets	Laundry Poles	Clotheslines	Windsocks
Mounted Hose Reels	Artificial Plants	Permanent Furniture of any kind	

- No refuse, garbage, trash, lumber, plant waste, metal, bulk materials, or debris of any kind shall be kept, stored, or allowed to accumulate except inside a Living Unit. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any other portion of the community. (**Section 10.13**)

V. Association and Member Responsibilities: (Section 8.1.1 and Section 8.1.4)

- The **Association** is responsible for the maintenance and repair of the EXTERIOR SURFACES of the Living Units on all lots within the Pinnacle Condominium Association. This includes the external surfaces of all Roofs, Walls, Gutters, Downspouts and Fences. Each **Member** is responsible for the care, maintenance, repair and replacement of:

- All glass on the Living Unit***
- All exterior doors on such Living Unit***
- All screens on windows and doors of such Living Unit***
- All interior surfaces, appliances, furniture, accessories, floor coverings, window coverings, light fixtures, plumbing fixtures, personal effects and such other items not covered by the Association blanket insurance policy.
- NOTE:** Replacement of any of the italicized bolded items above will require Board of Director approval, except for the emergency replacement of glass or exterior doors and hardware. Permanent replacement of glass or exterior doors and hardware, if different than original construction, or permanent replacement of previously approved modifications or improvements will require Board of Director approval. (DRR required)

VI. Exterior Building Alterations: (Section 10.4)

No alterations or additions may be made to the exterior of the building without prior written approval of the Board of Directors. Approval will be requested through the submission of a Design Review Request (DRR) form that is included in these guidelines.

DRR form required for the following items, all costs are borne by the homeowner:

- Deck Alterations (gate/stairs)
- Storm Door
- Satellite TV Dishes
- Ground/Pathway lighting
- Window Well Liners/Coverings
- Gutter/Downspout Heaters

VII. SEASONAL DECORATIONS:

- Christmas lights and decorations are permitted to be placed in the limited common areas and/or on buildings exteriors provided the decorations do not damage limited common area, building, gutter or siding. Cost of repairs to damaged areas will be borne by the homeowner.
- Christmas decorations may not be displayed **before the Thanksgiving holiday and must be removed no later than January 7th**. (*weather permitting*)
- Other seasonal decorations are permitted as stated for Christmas except they may not be displayed for more than one week before and/or after the holiday.
- Seasonal wreaths may be hung on the outside door using **Command strips** or a wreath door hanger.

VIII. SIGNS: (*Section 10.7*)

Signs may NOT be hung or displayed from inside the windows except standard sized professionally prepared "For Sale", "For Rent", "No Solicitation" signs, security system and Neighborhood Watch decals. Small real estate "For Sale" or "Open House" signs may be placed in rocked or grass areas. All other requests must go through the Board of Directors.

IX. DOMESTIC ANIMALS: (*Section 10.6*)

- Pets shall be limited to two household domestic animals and not bred or maintained for commercial purposes.
- All pets, when outdoors, shall be maintained on a leash. Pets shall be supervised by a responsible individual at all times. ***Such individuals are responsible for the immediate cleanup of all pet litter.**
- Pet owners may be fined for violation of the policies at the rate of \$50.00 initially and \$75.00 for each additional offense following an initial warning. (*Section 16.1.2*) If pets become a nuisance, and not corrected by the owner, the dog may be disallowed at the discretion of the Board of Directors. Owners may be asked to remove pets that are the source of odors found in neighboring units or the source of excessive noise.
- Dogs displaying aggressive tendencies are prohibited in the Community.

X. VEHICLE PARKING AND STORAGE: (*Section 10.10*)

- Parking by residents will be within garages, in parking spaces in front of garage doors or street. No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage.

XI. TRASH AND RECYCLE COLLECTION: (*Section 10.13*)

- All trash and recycling is to be in containers. Additional bags of trash and loose recycling materials outside the containers shall not be deposited on the street as they will not be picked up.
- Trash containers, when not set out for collection, must be kept inside the garage.

XII. NUISANCES: (*Section 10.9*)

The Board of Directors shall have the authority to define a nuisance, to determine the presence of a nuisance, define any remedial action to be taken, to establish responsibility and set time limits for remedial action, and to determine the imposition of any penalties that might accrue from the presence of such nuisance.

XIII. FORMS

- Design Review Request (DRR)
- Lease form
- Porch and Garage Light Bulb Recommendation

Pinnacle Condominium Association, Inc.

C/O PML, Inc. 1155 S Main St, Longmont, CO 80501

DESIGN REVIEW REQUEST FORM FOR ARCHITECTURAL OR EXTERIOR CHANGES

UNIT OWNER:	DATE:
ADDRESS OF UNIT:	
Mailing Address if Different:	
Home Phone:	Work Phone:

Please answer applicable questions and attach detailed information including drawings, dimensions, location, two sets of colors samples and required permits. Failure to provide all information will delay the process. Please allow up to 30 days for a response. Please mail all required documents including this page to the address listed above or e-mail to michelle@pmlinc.net.

Nature of improvement:
Dimensions (if applicable):
Construction Materials:
Attach Drawing of Improvement Location:
Attach Two Sets of Color Samples:
Define Location of each Color:
Date to be Completed:

I/We the owners of the above listed property understand that no work may commence until approval is received from the Architectural Review Committee. I/We understand approval from the ARC does not constitute approval of local building departments. I/We agree to obtain all required permits and licensing as required by the City of Longmont. All such documents must be signed off by issuing department at completion of project. I/We hold the HOA and its agents harmless for all work and designs implemented at this property. I/We agree to assume all responsibility for any and all damage to neighboring property as a result of work done. I/We understand that the approved grades at the foundation and drainage patterns for the lot must be maintained as designed regardless of changes or improvements made to the property. I/We agree to complete all projects within a reasonable time frame upon approval of the ARC.

OWNERS SIGNATURE: _____

Date: _____

This must be signed to be considered

X	STATUS	NOTES	DATE
	Received By:	Date: To Committee Date:	
	Approved as Submitted:		
	Approved with Stipulations:		
	Additional Information Requested:		
	Disapproved:		
	Owner Called or Emailed	Date: Letter to Owner:	

Approval Signature:	Date:
Approval Signature:	Date:
Approval Signature:	Date:

Property Management of Longmont
1155 South Main Street
Longmont, CO 80501
(303) 772-5934
(303) 772-3783 Fax
Contact Person: Michelle Coombes

Owner and Tenant Information Form

Owner Information Please Print

Name: _____

Length of Lease: _____

Management Company (If applicable) Please Print

Name: _____

Address: _____

Contact Phone: _____

Tenant Information Please Print

Name/s: _____

Property Address: _____

Phone/s: _____

Email: (If available) _____

Owners Responsibilities: Checking the boxes is required.

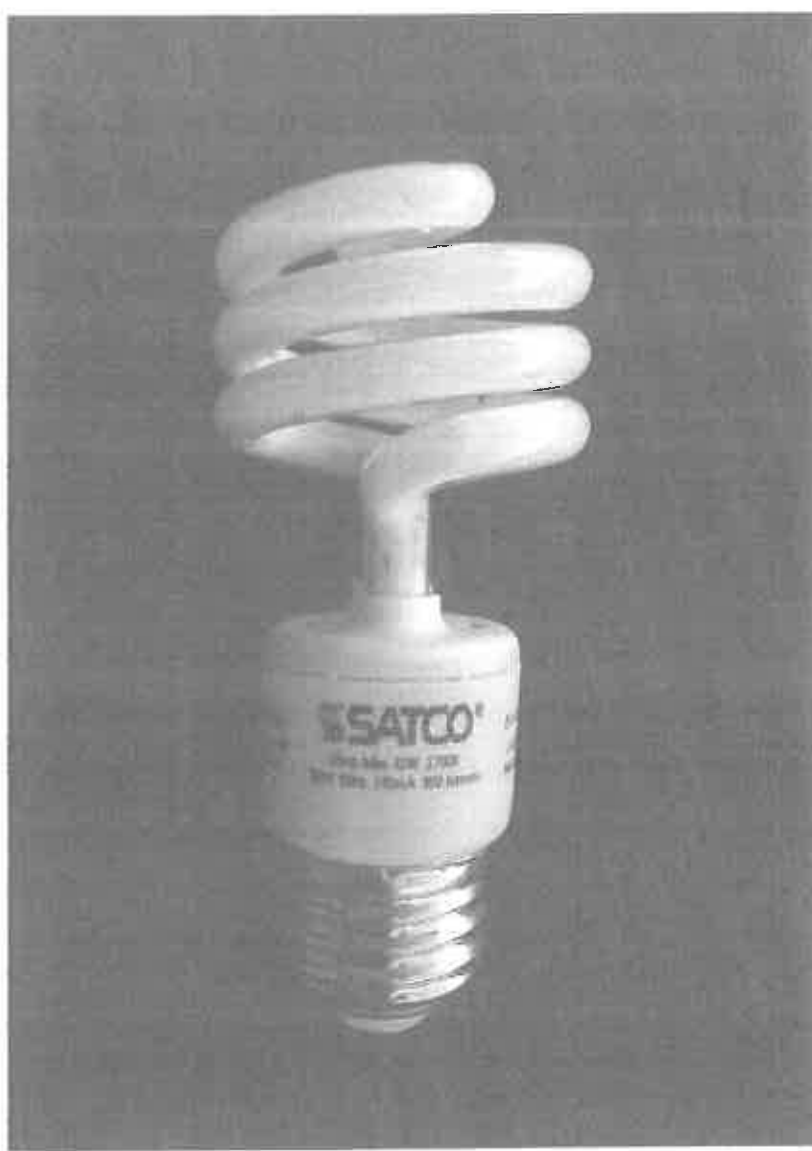
- I have provided a copy of all the governing documents to the tenant.
- I have informed the tenants of this property of their responsibility to abide by the governing documents and Community Guidelines of Pinnacle Condominium Association, Inc.

Tenant Responsibilities: Checking the box is required.

- I have received a copy of the governing documents and the guidelines of Pinnacle Condominium Association, Inc. and agree to abide by them.

Owner Signature: _____

Tenant/s Signature: _____



Replacement Lamps Allowed
900 Lumens No Less No Brighter
CFL 2700K