



Jackson Lake

Property Owners Association

Jackson Lake P.O.A. • 25402 MCR 3 • Weldona CO 80653

Rules and Regulations

October 2024

Revision History

January 2007 Original Document

May 2024 Incorporate all changes since 2007

June 2024 Update format and import errors

- Remove section 2 Antennae

- Remove section 5 Common Area Usage

- Remove section 6 Compliance

- Update section 15 Voting Rights to include current vault certification

- Update section 16 MRV Rules Remove license plate and insurance requirements. Move responsibility for enforcement from MRV Committee to JLPOA Board

- Remove section 17 Nuisance and added to Section 16

- Update section 19 Property Maintenance to cover certified letters and lot clean up

- Remove section 24 and combine with section 16 Rules of the Road

- Update section 31 Outside water restrictions removed permits and fines

Table of Contents

Revision History.....	2
ANIMAL / PET RESTRICTIONS.....	4
Architectural and Advisory Committee	5
Clubhouse Rental Rules and Rates.....	10
Curfew	12
Excavating.....	13
Firearms.....	14
Fires, Fire Pits, Fire Pit Covers.....	15
Greenbelts - Common Areas.....	16
Guest Pass.....	18
Holding Vaults	20
Leasing/Renting and Occupancy.....	21
Membership Voting & Proxy Voting Rights.....	22
Use of Motorized Vehicles.....	25
Motorized Recreational Vehicle Rules and Regulations - Overview	28
No Parking and Fire Lane Designations	30
Property Maintenance.....	31
Signs (For Sale and For Sale by Owner)	34
Skirting	35
Trash Removal.....	36
Use/Occupancy	37
Vehicle Restrictions.....	38
JLPOA Water Hookup Regulations.....	39
Outside Water Restrictions	40
Contractor Pre-Qualification.....	41

ANIMAL / PET RESTRICTIONS

Declaration Of Covenants, Conditions and Restrictions

Section 5.8 Restrictions on Pets.

Pets may be kept on a Lot, if the Pet is not a nuisance to other residents. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or occupants in the Community or is otherwise considered to be a dangerous Pet. A dangerous Pet shall mean any Pet that, without intentional provocation, attacks, bites or otherwise injures any person or domestic animal, or that has approached a human or domestic animal in a fierce, aggressive or terrorizing manner so that a reasonable person would believe the animal to be initiating an attack. If a Pet is deemed a nuisance by the Association, the Lot Owner (and resident, if applicable) having control of the Pet shall be given a written notice to correct the problem and if not corrected, that Lot Owner will be required to permanently remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any. Pets may not be kept for any commercial purposes. When on any Common Area, Pets must be on a leash or otherwise under the owner's direct control. Feces left by Pets upon the Common Area or on any Lot, including the Owner's Lot must be removed promptly by the owner of the Pet or the person responsible for the Pet. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

Enforcement

- Fine for Animal at Large **\$25.00**
- Fine for Aggressive Animal **\$250.00** (An animal showing aggression toward a person or another animal shall be deemed aggressive)

Any fines being assessed will be contingent upon the Property Owner having the opportunity to appeal the violation at a hearing held by the JLPOA Board of Directors.

Architectural and Advisory Committee

Declaration Of Covenants, Conditions and Restrictions

Section 6.1 Required Approval.

Architectural and Advisory Committee review is not required for any Use By Right that does not require a zoning variance. Architectural and Advisory Committee review is required for: (a) Any zoning variance requests; (b) for conditional uses; (c) for construction of "things like" concrete or asphalt paving, walls, fences, steps or walks outside of the use by right setbacks. The Architectural and Advisory Committee shall act on any application within 30 days. Approved applications must be signed by at least three (3) committee members. The Committee shall not be liable to any Owner for damages by reason of any action, failure to act, approval, disapproval with regard to such requests. If there is no formally constituted Architecture Review Committee, the Board of Directors shall act as the Architectural and Advisory Committee.

Section 6.2 Acknowledgment of Owners.

Owners acknowledge, accept and agree to the following:

- (a) Owners will not commence construction or installation of an improvement requiring Architectural and Advisory Committee **Review** until they have submitted Improvement plans and specifications and received written approval from the Committee, and obtained any permits required under applicable County or State regulations;
- (b) Owners shall immediately comply with any request by the Association for additional Information relating to an improvement prior to the Committee's approval of a request and/or prior to the completion of an improvement. Failure to comply with such a request by an Owner shall result in the withdrawal of Committee approval, if previously granted;
- (c) Committee approval is subject to, and does not substitute for approval of the local building or zoning department, drainage design or structural soundness, or compliance with any applicable building codes. Obtaining all necessary governmental approvals remains the responsibility of the Owner. An Owner's failure to comply with all applicable laws & regulations shall be grounds for withdrawal of Committee approval;
- (d) Owners shall notify the Committee of completion of the Improvement installation or construction within thirty days of such completion;
- (e) Upon completion of an improvement, Owners authorize the Committee or its representative(s) to enter onto the Lot for exterior inspection;

- (f) Inspection and notice to owner of acceptance or notice to correct deficiencies will occur within thirty days of notice of completion by property owner;
- (g) Within 30 days after completion of an improvement, an Owner shall promptly remove (or store in an appropriate structure), any construction waste or any surplus construction materials from the property at their own expense and cost. Owners may not use Association dumpsters for this purpose.
- (h) Failure of an Owner to notify the Committee of completion of an approved improvement, or refusal to allow inspection, shall result in the withdrawal of the Committee's approval;
- (i) If the improvement as built does not conform to the improvement as approved by the Committee, the Committee's approval will be deemed withdrawn, and upon written request of the Committee, Owners shall, at their own expense and cost, promptly bring the Improvement into compliance with the submitted and approved plans and specification. In the event of withdrawal of Committee approval for any reason(s) cited in this Section, and upon written request from the Committee, the Owner, at his or her expense and cost, shall promptly restore the Lot to a substantially compliant condition. , Such notice will be deemed to toll the statute of limitations as it pertains to the Improvement until such time as the Improvement is brought into compliance.

Section 6.3 Architectural Criteria.

The Committee shall exercise its reasonable judgment to the end that all attachments, improvements, construction and alterations to improvements on a Lot shall comply with the requirements set forth in this Declaration. The approval or consent of the Committee on matters properly coming before it shall not be unreasonably withheld, and actions taken shall not be arbitrary or capricious. Approval shall be based upon, but not limited to, safety issues, harmony of the exterior appearance of structures with other structures within Jackson Lake Village and conformity with the specifications and purposes generally set out in this Declaration. The Committee may require the Applicant to provide additional documentation including consultant reviews at the Applicant's expense prior to approval.

Section 6.4 Establishment of the Committee.

The Committee shall consist of a minimum of five members appointed by the Board of Directors. The Board shall have the authority to remove any members of the Committee for cause.

Section 6.5 Reply and Communication.

The Committee shall reply to all submittals of plans made in accordance herewith in writing within 30 days after receipt. In the event the Committee fails to **take any** action on submitted plans and specifications within 30 days after the Committee has received the plans and specifications, approval shall be deemed to be granted; provided, however, nothing in this Section shall authorize anyone to construct or maintain any structure or improvement that would otherwise require a building permit from Morgan County, or is in violation of this

Declaration, or the Rules and Regulations. Failure of the Owner to submit adequate Information requested under Section 6.2(b) above shall toll the 30 day reply period. All communications and submittals shall be addressed to the Committee In care of the Association.

Section 6.6 Conditions of Approval.

In the discretion of the Board or the Committee, an Owner may be required to enter into a written agreement establishing the approval of the application in recordable form acknowledged by such Owner on behalf of himself or herself and all successors-in-interest.

Section 6.7 Commencement and Completion of Construction.

All improvements approved by the Committee must be commenced within six months from the date of approval. No open storage of construction materials shall be permitted on any Lot except during the construction period. If not commenced within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for commencing the work. Additionally, except with written Committee approval otherwise, and except for delays caused by strikes, fires, national emergencies, critical materials shortages or other intervening forces beyond the control of the Owner, all exterior work approved by the Committee shall be completed within one year of commencement. If not completed within such time, then such approval shall be deemed revoked by the Committee, unless the Committee gives a written extension for completing the exterior work.

Section 6.8 Demolition.

Any demolition shall be completed within 90 days. Owners shall protect the site from hazardous conditions as necessary with warning tape, security fencing or other measures meant to provide such protection. Owners are responsible for trash removal at their own expense. Owners shall not use Association dumpsters for this purpose. The Owner shall clear the Lot of all debris and return the Lot to a neat and attractive condition consistent with this Declaration

Section 6.9 Right to Appeal.

If the Board of Directors is not acting as the Committee, an Owner whose plans have been disapproved or conditionally approved may appeal any decision of the Committee to the Board of Directors. The Board of Directors shall review the decision of the Committee pursuant to the criteria set forth in Section 6.1 above and/or the architectural guidelines. Any decision of the Committee may be overruled and reversed by a majority of the directors by a written decision setting forth the reasons for the reversal when the directors conclude that the Committee's decision was inconsistent with the criteria set forth in this Article and the guidelines.

Section 6.10 Variances.

The Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Declaration in order to overcome practical difficulties and unnecessary hardships arising by reason of the application of the conditions and restrictions contained in this Declaration.

Section 6.11 Waivers.

The approval or consent of the Committee, or appointed representative thereof, to any application for architectural approval shall not be deemed to constitute a waiver of any right to hold or deny approval or consent by the Committee as to any application or other matters subsequently or additionally submitted for approval or consent. •

Section 6.12 Liability.

The Committee and the members thereof, as well as any representative of the Board designated to act on its behalf, shall not be liable in damages to any person submitting requests for approval or for any approval, or failure to approve or disapprove in regard to any matter within its jurisdiction under these covenants. Neither the Board nor the Committee shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements.

Architectural Application

JACKSON LAKE PROPERTY OWNERS ASSOCIATION

Name: _____ Date: _____

Address: _____

Lot# (s): _____

Phone#: _____

TIME AND DATE RECEIVED BY THE ARCHITECTURAL ADVISORY COMMITTEE:

Approval subject to applicant providing the following as Required:

1. Copy of Morgan County Building Permit
 2. Copy of Morgan County Variance Approval (Resolution)
 3. Copy of Northeast Colorado Health Department Holding Vault Permit Copy of Survey flat (for all buildings or fences over 100 sq. ft.)
 4. Applicant agrees to assume all responsibility for property boundaries and setbacks of all improvements upon the subject property. Furthermore, applicant resumes all liability for locating all utilities (i.e. underground
 5. electrical lines, water lines, telephone lines, etc ...) and will incur all cost of
 6. repairs should any damage occur.
- Please attach drawing including dimensions of lot, improvements, and where it will be placed on lot.

**** MUST HAVE LOT SURVEY BEFORE ANY MOVE-INS OR FENCING ****

Approved by: (Board of Directors)

MUST BE APPROVED BY AT LEAST 3 BOARD MEMBERS

Clubhouse Rental Rules and Rates

The JLPOA Clubhouse is only available to host small or larger gatherings and events for Owners in good standing (dues paid and no outstanding violations), on a first-come, first-served basis based upon availability and receipt of deposit. JLPOA maintains first right-of-use on all Holiday weekends.

A refundable \$50.00 deposit is required for ALL reservations.

The \$50.00 clubhouse rental includes:

- Use of activity room including tables and chairs. (Additional folding chairs and tables available upon request).
- Patio area including picnic tables

The kitchen is available for an additional \$25.00 charge and includes:

- 2 range tops with attached ovens
- 2 refrigerators
- Food prep area with limited utensils

(Open / Public event requires the refundable \$50.00 deposit only)

Clubhouse Rules and Responsibility Agreement

Jackson Lake Property Owners Association

Lot #(s) _____

I understand that I am responsible for the cleanliness & condition of the JLPOA Clubhouse.

I will pay for any damage or cleaning needed to be done after everyone that is using the Clubhouse while I am responsible leaves.

When you open the Clubhouse for "Open Use", any property owner may come and use the entire facility at the same time - you will be responsible for all present.

Responsibility may not be turned over to anyone else after you assume responsibility.

All Private Parties (not open to all property owners) will be charged according to current Clubhouse rate.

- Empty ashtrays
- Take out the trash
- Sweep & Vacuum if necessary
- Wipe off Bar top and Tables
- Put everything in order
- Shut bathroom door only
- Turn off all lights
- Shut heat down to 45 degrees
- Lock All Exterior doors

Date: _____

Signature

Person with key opening door

Curfew

The curfew is 11:00 PM. Anyone younger than 18 needs to be on either their own property or the guest of another property owner and not be on any roads or at the clubhouse patio area or anywhere else at Jackson Lake Village

The "Only Exception" to this Curfew will be when there is a scheduled community event such as a Dance, in this case the Curfew is extended until 12:00 midnight.

Excavating

Declaration

Of

Covenants, Conditions and Restrictions

Article V

Section 5.3 Morgan County Zoning Restrictions.

All Lots within the Community shall be subject to Morgan County Zoning regulations and other ordinances, rules and regulations for Morgan County.

4.14712 Excavation

Section 2. Excavation.

No drilling of wells of any description, quarrying, mining, dredging, or excavating, of any type or nature, shall be done on any Lot, except by approval of Committee, as may be necessary to promote health and welfare of the Lot Owners.

Firearms

All State and Federal laws, fishing, and Hunting regulations apply.

Declaration Of Covenants, Conditions and Restrictions

ARTICLE 5

Section 5.10 Nuisances.

- (a) No nuisance shall be permitted within Jackson Lake Village Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends, harasses or disturbs any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot or any Common Area, or any portion of the Jackson Lake Village Community by residents.
- (b) Further, no improper, offensive or unlawful use shall be permitted within the Jackson Lake Village Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Jackson Lake Village Community or a portion thereof shall be observed.

Fires, Fire Pits, Fire Pit Covers

Declaration Of Covenants, Conditions and Restrictions

Section 5.7 Open Fires.

No open fire of any kind, including those for the burning of rubbish and debris, shall be permitted on the Lots or Common Areas, except within a metal or pottery cooking, barbecuing or brazing device or within a masonry or metal fireplace, barbeque or fire pit. All fires to be monitored and put out properly. All fire pits shall be covered when unattended or not in use. Burning of debris outside of an approved container will require advance notice to the local fire authority.

Regulations

Regulations in addition to the above Covenant:

- All fire pits shall be covered (with spark resistant cover), or fire completely extinguished when unattended or not in use.
- Any ashes added to Association provided trash containers must first be completely extinguished prior to placing in the trash container.

Greenbelts - Common Areas

Declaration Of Covenants, Conditions and Restrictions

Article V

Section 5.10 Nuisances.

- (a) No nuisance shall be permitted within Jackson Lake Village Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends, harasses or disturbs any Owner or which may unreasonably interfere with the peaceful enjoyment or possession or the proper use of a Lot **or any Common Area,** or any portion of the Jackson Lake Village Community by residents.

Speed limit as prescribed by the Declarant shall be observed of 15 mph

Rules & Regulations Regarding use of a Motorized Vehicle

III. Rules of the Road

B. Within the boundaries or the area governed by the Jackson Lake Property Owners Association, governed vehicles may be ridden only on those Association roads designed and intended for motor vehicle traffic and on private property for which the operator has been granted permission to ride by the Lot Owner.

It is specifically prohibited to ride on the roadsides, common areas, sidewalks, or private property for which permission to ride on has not been granted.

Written warnings will be issued because of Association member complaints. If further violations occur, a \$25.00 penalty will apply.

Jackson Lake Property Owners Association
Temporary Authorization for Greenbelt Access

Date of Authorization request _____

Lot# (s) _____

Property Owner's Name: _____

Reason for access; _____

Property Owner signature _____

Board Member signature _____

Today's date _____

Guest Pass

Effective May 15th, 2006

Unaccompanied Guests of property owners in the JLPOA Village is required to have a JLPOA Guest Pass.

Guest Passes can be obtained at the club house or from any Board member.

The Property Owner assumes all Responsibility for any of their guest's actions inside the park, and is also responsible for making sure that any guest is aware of the JLPOA Rules and Regulations.

This means that any violation committed against the JLPOA Rules and Regulations by a guest will be assessed against the property that issued the Guest Pass.

If a person or persons are approached by a Board member and cannot provide a Guest Pass it will be assumed that they are trespassing and the matter will be turned over to the proper authorities if the party in question refuses to leave the Village.

Above Rule & Regulation was adopted and approved unanimously at the April 8, 2006 Board of Directors meeting.

<p>Jackson Lake Property Owners Association GUEST PASS – 2025</p> <p>Guest Name: _____</p> <p>Owner Name: _____</p> <p>Owner Lot Number(s): _____</p> <p>Owner assumes full responsibility for the guests' actions.</p> <p>Owner Signature: _____</p>	<p>Jackson Lake Property Owners Association GUEST PASS – 2025</p> <p>Guest Name: _____</p> <p>Owner Name: _____</p> <p>Owner Lot Number(s): _____</p> <p>Owner assumes full responsibility for the guests' actions.</p> <p>Owner Signature: _____</p>
<p>Jackson Lake Property Owners Association GUEST PASS – 2025</p> <p>Guest Name: _____</p> <p>Owner Name: _____</p> <p>Owner Lot Number(s): _____</p> <p>Owner assumes full responsibility for the guests' actions.</p> <p>Owner Signature: _____</p>	<p>Jackson Lake Property Owners Association GUEST PASS – 2025</p> <p>Guest Name: _____</p> <p>Owner Name: _____</p> <p>Owner Lot Number(s): _____</p> <p>Owner assumes full responsibility for the guests' actions.</p> <p>Owner Signature: _____</p>
<p>Jackson Lake Property Owners Association GUEST PASS – 2025</p> <p>Guest Name: _____</p> <p>Owner Name: _____</p> <p>Owner Lot Number(s): _____</p> <p>Owner assumes full responsibility for the guests' actions.</p> <p>Owner Signature: _____</p>	<p>Jackson Lake Property Owners Association GUEST PASS – 2025</p> <p>Guest Name: _____</p> <p>Owner Name: _____</p> <p>Owner Lot Number(s): _____</p> <p>Owner assumes full responsibility for the guests' actions.</p> <p>Owner Signature: _____</p>

Holding Vaults

COVENANTS AND RESTRICTIONS
ON
USE, ALIENATION AND OCCUPANCY
(Adopted 4/29/2006)

ARTICLE 5

Section 5.15 Holding Vaults.

In accordance with all current local and state health department standards and the Compliance Agreement entered into between the Association and the Northeast Colorado Health Department (NCHD) on January 7, 1995, holding vaults are required in connection with any structure. All Owners must comply with any NCHD requirements and other applicable regulations. All holding vaults permitted through the NCHD shall, on a rotating basis, be certified every four years to the NCHD to be water tight vessels.

Copies of such certifications are to be submitted to the Board upon each certification. Should an Owner fail to certify his or her holding vault in accordance with the Compliance Agreement, the Association may exercise all rights and remedies available to it including without limitation, engaging a qualified professional to certify the holding vault upon 30 days written notice to the Owner. Any expenses incurred by the Association in certifying such holding vault shall be charged back to the Owner's account as an assessment.

See the letter from Northeast Colorado Health Department regarding Holding Vault requirements at <https://www.ilpoa.org/governing-documents/> in the Resolution (Rule Book) section.

Leasing/Renting and Occupancy

COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

{Adopted 4/29/2006}

ARTICLES

Section 5.5 Leasing and Occupancy.

Any Owner shall have the right to lease or allow occupancy of a Lot upon such terms and conditions as the Owner may deem advisable, subject to restrictions of this Declaration, subject to restrictions of record and subject to the following:

- a. "Leasing" or "Renting" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Owner. For the purposes of this Declaration, occupancy by a roommate of an Owner who occupies the Lot as such Owner's primary residence shall not constitute leasing.
- b. All leases or rental agreements shall be in writing and shall provide that the leases or rental agreements are subject to all terms of the Governing Documents. Owners are required to provide tenants with copies of the current Declaration Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.
- c. Owners shall remain responsible for tenant's compliance with all Governing Documents.
- d. Leases shall be for or of the entire Lot.
- e. All Owners shall provide to the Association an address and phone number(s) where the Owner can be reached in the case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.
- f. The Association shall have the authority to adopt Rules and Regulations regarding leasing, including the implementation of this restriction, and for implementation of other restrictions in the Declaration and as allowed by law.

Regulation:

- Minimum Leasing Period Regulation of no less than 180 days.
- Owners remain responsible for tenant compliance with all Governing Documents

Membership Voting & Proxy Voting Rights

BY LAWS

Membership and Voting Rights

(Adopted 4/29/2006)

Section 3.3 Member Voting.

- (a) At all meetings of Members, each Member eligible to vote may vote in person or by proxy.
- (b) If only one of several Owners of a Lot is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to such Lot.
- (c) If more than one of the Owners is present, the vote allocated to the Lot may be cast only in accordance with the agreement of a majority of those Owners. Majority agreement exists if any one of the Owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by another Owner of the Lot. In the event of disagreement between or among co-Owners and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted.
- (d) The vote of any legal entity other than natural persons may be cast by any official of that entity in the absence of express notice of the designation of a specific person by its governing body. In the event of disagreement between or among officials of any entity and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted.
- (e) The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership.
- (f) The chair of the meeting may require reasonable evidence that a person voting on behalf of a corporation, partnership or business trust Owner is qualified to vote.
- (g) Votes allocated to Lots owned by the Association may be cast by the Board. Lots A, B, and C shall have no voting rights.

Section 3.4 Transfer of Membership.

Transfers of membership shall be made on the books of the Association only upon recordation of a Deed in the Morgan County real estate records, and presentation of any other evidence necessary to satisfy the Association of the effective transfer of ownership of the Lot to which the membership is appurtenant.

Section 4.6 Proxies for Members Meetings.

- (a) The vote allocated to a Lot may be cast under a proxy duly executed by an Owner. Proxy holders do not need to be Owners.
- (b) All proxies shall be in writing with the Owner's signature witnessed and filed with the secretary or designee of the Association.
- (c) If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of the vote by the other Owners of the Lot through a duly executed proxy. In the event of disagreement between or among co-Owners and an attempt by two or more of them to cast such vote or votes, such vote or votes shall not be counted.
- (d) An Owner may revoke a proxy given under this section in person at the meeting, or by delivery of written notice of revocation to the person presiding over a meeting of the Association prior to the meeting being called to order.
- (e) A proxy is void if it is not dated.
- (f) A proxy terminates 11 months after its date, unless it specifies a shorter term or a specific purpose, or upon sale of the Lot for which the proxy was issued.
- (g) Proxies obtained through fraud or misrepresentation are invalid as determined in the sole discretion of the Secretary of the Association.

Eligibility to Vote

The Audit Committee Standards to include the use of the current

Property Owners' List as provided by the County Assessors Owner List through the 31st of December of each year in conjunction with the Financial statement of the JLPOA property account in order to establish the eligibility to cast vote(s) at the annual meeting.

IN ORDER TO VOTE AT THE ANNUAL MEETING IN JANUARY OF THE FOLLOWING YEAR, THE OWNER/PROPERTY MUST BE:

- 1. THE OWNER OF RECORD ON DECEMBER 31st**
- 2. THE PROPERTY WAS IN GOOD FINANCIAL STANDING ON THE 21ST OF DECEMBER**
- 3. THE PROPERTY IS CURRENT ON IT'S HOLDING VAULT CERTIFICATION ON THE 15TH OF DECEMBER**

Use of Motorized Vehicles

General Provisions

- A. These rules and regulations regarding the use of motorized vehicles are promulgated by the Board of Directors pursuant to their authority granted in section 7.1 (a) and (b) of the Bylaws of the Association as adopted on 4/29/2006)
- B. The purpose of these rules and regulations is to promote and insure proper and safe use of motorized vehicles in this recreational community and promote and insure uniformity in the application and enforcement of these rules.

Applicability

- A. **Vehicles.** These rules shall apply to all on or off-road motor driven vehicles, whether licensed by any state or unlicensed. Specifically excluded from this description are vehicles commonly known and licensed as automobiles and/or trucks. The following is a descriptive but non-exclusive list of the type of vehicles governed: Three wheelers, go-carts, motorbikes, motorcycles, mopeds, all touring vehicles, snowmobiles, or any other vehicle when used in the park as a recreational vehicle, etc.
- B. **Persons.** These rules and regulations shall apply to all persons using, owning or operating any of the above-described vehicles in all areas governed or covered by the Jackson Lake Property Owners Association. In addition, each Lot owner shall also be directly responsible for any fines or assessments imposed for noncompliance with these rules and regulations when any such governed vehicle is used by the Lot Owner, any family member of the Lot Owner, or any other person or persons operating a governed vehicle with the consent, either express or implied, of the Lot Owner or any member of the Lot Owner's family.

Rules of the Road

- A. The maximum speed limit for all governed vehicles is 15 miles per hour (as specified in the Federal HUD report for the Jackson Lake Recreation Park).
- B. Within the boundaries or the area governed by the Jackson Lake Property Owners Association, governed vehicles may be ridden only on those Association roads designed and intended for motor vehicle traffic and on private property for which the operator has been granted permission to ride by the Lot Owner. It is specifically prohibited to ride on the roadsides, common areas, sidewalks, or private property for which permission to ride on has not been granted.
- C. Within the area governed by the Jackson Lake Property Owners Association. Reckless and careless driving shall be interpreted as defined by State law.
- D. All governed vehicles must be equipped with front and rear lighting. The front light must be white, attached to the vehicle, and must be of sufficient intensity to be visible for a distance of no less than 50 feet. The rear light must be a reflector type and visible to traffic approaching from behind and must also be attached to the vehicle. The front light must be illuminated at all times after the area mercury vapor lights go on.
- E. All governed vehicles shall be required to have Owner's Lot Number(s) clearly displayed on the back when operated on Jackson Lake Property Owners Association governed property.
- F. ALL County, State, City and Federal Laws will apply

Enforcement

- A. The effective date of these rules and regulations shall be the 3rd day of July, 1985.
- B. Any person or persons observing a violation of any of these rules and regulations shall forward a Complaint to the Jackson Lake Property Owners Association Board on the Complaint form. The Complaint form shall specify the date, time and approximate location of the alleged violation, the identity of the alleged violator (if known), a description of the vehicle operated by the alleged violator (if known), and the plate number of the vehicle (if known). The Complaint shall be signed by the complaining party who shall provide the committee with that party's name, address and phone number.
- C. The JLPOA Board, on receipt of the Complaint, shall conduct whatever investigation is appropriate but in all instances shall afford the alleged violator the opportunity to be heard and present evidence on his or her behalf. At the conclusion of the investigation JLPOA Board shall, by a majority vote, determine whether it is more likely than not that a violation has been committed by this alleged violator. All decisions of the JLPOA Board shall be final and all such decisions shall be in writing and mailed to the alleged violator.

- D. If the JLPOA Board finds that it is more likely than not that a violation has occurred, then it shall impose a fine of \$25.00
- E. All fines, so assessed, shall be paid within 15 days after the date of mailing of the notice required by paragraph C.
- F. If the fine is not paid by the violator within the time prescribed, then the JLPOA Board shall cause a notice of that fact to be sent to the Lot Owner responsible for the use and/or operation of the governed vehicle. The fine assessed shall then operate as a lien on the property in the same manner and subject to the same restrictions as assessments governed by Section 7 of the Association's Bylaws and the Association shall have all rights enumerated in Section 7 for the collection of that assessment.

Motorized Recreational Vehicle Rules and Regulations - Overview

In addition to the general rules and regulations regarding the general use of motorized vehicles the following rules and regulations apply all under age drivers operating Motorized Recreational Vehicles

1. Lot numbers shall be clearly posted on the vehicle.
2. Normal MRV operating hours are from 9 AM to 9 PM. Adult use only after 9 PM with lighted vehicles. This includes clubhouse dances and activities.
3. The posted speed limit is 15 MPH.
4. Operation of MRV's on greenbelts is prohibited.
5. Donuts, brake skidding, power sliding and other forms of reckless driving are prohibited.
6. MRVs are to stop at all intersections, before proceeding.
7. MRVs will yield right of way to all other vehicles and pedestrians. When approached from the rear by a car or truck, the MRV will pull over to the right and allow the approaching vehicle to pass.
8. Gasoline powered MRVs must be properly muffled.
9. MRVs traveling together will form a single traffic line.
10. Overloading any MRV is prohibited

Passenger Capacities:

Golf Carts: Driver + 2 passengers front, 2 passengers rear.

ATV's, Motorcycles, Minibikes: Per seat Design. Driver+ 1 passenger Maximum.

11. Passengers are to remain seated, with no body parts hanging out from the vehicle at any time.
12. Water fights, tag and other forms of driver distracting horseplay are prohibited.
13. Helmets are recommended for all MRV's other than Golf Carts.
14. A high safety flag is required on Go Carts.
15. Underage driving is a privilege, use it - don't abuse it.

**Motorized Recreational Vehicle Violation
Complaint Form**

Date: _____

Time: _____

Approximately location of the alleged violation:

Identity of the alleged violator (if known) _____

Description of vehicle operated by the alleged violator (if known):

Plate Number/ Lot Number (if known) _____

Please describe the alleged violation you observed:

Complaining Party: Name _____

Address _____

City, State, Zip _____

Phone Number () _____

_____ Lot(s) _____

Property Owner Signature

No Parking and Fire Lane Designations

No Parking Designation

"No Parking" designations will be enforced year- r o u n d . All violators will be towed.

Fire Lane No Parking Designation

Public Parking:

NO PARKING ANYTIME -TOWING WILL BE AT OWNERS EXPENSE

Parking Designation - "Lot C"

"Parking designation" on Lot C adjacent to lots 135 through lots 146 located on the north side of the road known as Indian Way. All Property Owners MUST understand that "ANYONE" may park in this area. (Visitors, Guests, Property Owners)

- Any Vehicles extending into Indian Way are prohibited.
- Parking of Licensed Vehicles and registered MRV's (Motorized Recreational Vehicles)
- Straight in parking for the authorized vehicles.
- Vehicles Must be moved within 72 hours or be Towed at Owners Expense.
- Parking Signs are to be posted.
- This Parking Designation will be marked with some type of fencing/barrier.
- The area of Lot C located in front of Lot 147 and 148 is to be designated as a "Walkway" across Lot C.

Property Maintenance

**Declaration
Of
Covenants, Conditions and Restrictions
(Adopted 4/29/2006)**

Article V

Section 5.6 Maintenance of Lots and Improvements.

Owners are responsible for the maintenance, and repair of the property and improvements located within their Lot boundaries including removal or replacement of dead or diseased vegetation and removal of weeds and debris. The Association, and its agents, shall have the authority, after giving the Owner 30 days written notice, to enter, and clean up Lots which do not conform to the provisions of this Section, and to charge and collect from the Owners thereof all reasonable costs related thereto as an Assessment hereunder.

Morgan County Zoning Regulation

3-730 Property Maintenance

Property located with all zones except the A and A/B zones shall be maintained in such a manner that grasses and weeds are not permitted to grow taller than six inches (6"), In no event shall the property owner allow the growth of noxious weeds

4-575 Accumulation of Junk - Prohibition

It is unlawful for any person, firm or corporation to cause or permit junk, scrap metal, scrap lumber, weeds, brush, waste paper products, discarded building materials, furniture or furnishings, or any unused, abandoned vehicle, vehicles, abandoned or derelict mobile homes or trailers, or abandoned parts, machinery or machinery parts, or other waste material, to be left or accumulated in or upon any yard, garden, lawn, outbuilding or premises in the County, unless in connection with an agriculture or business enterprise lawfully situated and licensed for the business of collecting waste material. It is unlawful to permit any accumulation of any such waste material in or upon any yard, lawn, garden, outbuilding or premises in the County if the waste material constitutes a fire hazard or hazard to the safety of persons or property or an unsanitary condition unless otherwise specified herein.

Enforcement:

1. Certified letter with 30 notice to remedy

Signs (For Sale and For Sale by Owner)

Signs. No Commercial sign of any character shall be displayed or placed on any Lot, except that which the design and use of the sign has the prior approval of the JLPOA Board.

"For Sale" signs are exempt. Real Estate For Sale Signs & For Sale By Owner signs size is not to exceed 4 square feet and will be limited to how many per lot (4 per property), not to exceed 4 feet height as measured from the ground.

Skirting

Declaration Of Covenants, Conditions and Restrictions (adopted 4/29/2006)

Article V

Section 5.3 Morgan County Zoning Restrictions.

All Lots within the Community shall be subject to Morgan County Zoning regulations and other ordinances, rules and regulations for Morgan County.

4.14711 Skirting

All mobile home units shall be skirted as defined in section 1.4425. Such skirting must be in place within thirty (30) days after the mobile home is set on the mobile home space or lot.

All skirting shall have one (1) or more openings constructed and located to allow convenient access to all points of utilities connections.

1-530 Recreational Vehicles (RV)

1. A vehicle which is built on a single chassis;
2. **400** square feet or less when measured at the largest horizontal projections;
3. designed to be self-propelled or permanently towable or
4. carried by a light duty truck;
5. designed primarily not for use as a permanent dwelling but as temporary living quarters, office, storage, or for recreational, camping, travel or other seasonal use.

Any such vehicle placed on a site for greater than one hundred eight (180) days or, which is skirted, which has the wheels removed or is otherwise permanently affixed to the lot is treated as a mobile home.

Trash Removal

COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

(Adopted 4/29/2006)

ARTICLE 5

Section 5.12 Trash Removal.

No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or any Common Area, except in containers provided for that purpose. Owners using personal trash containers shall be responsible to maintain the same in a neat and sanitary condition at all times. No hazardous or noxious materials, furniture, appliances, or other bulky items are to be disposed of in containers provided by the Association.

No trash shall be deposited within Association containers that does not originate from within the Community.

The Association shall have the right to engage a trash removal contractor on behalf of the Owners.

JLPOA Declaration of Covenants Article 5, Section 5.16 provides new Rules and Regulations concerning and governing of our Community may be adopted by the Board of Directors. Further to this provision, The JLPOA Board establishes that Commercial Contractors and Lot Owners performing substantial improvements to their Lot, as determined by the Architectural Advisory Committee, shall provide their own container/ dumpster for demolition and construction debris. Commercial Contractor shall be defined as anyone receiving compensation for providing construction or demolition services. This Regulation is in addition to JLPOA Covenants Article 5, SECTION 5.12. This Regulation is adopted in an attempt to control paying overfill charges from the Association's trash removal contractor. 3. JLPOA Declaration of Covenants Article 5, Section 5.16 provide

Use/Occupancy

**COVENANTS AND RESTRICTIONS
ON
USE, ALIENATION AND OCCUPANCY**
(Adopted 4/29/2006)

ARTICLES

Section 5.4 Use/Occupancy.

All Lots within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Home occupations shall be allowed so long as the home occupations are incidental and secondary to the use of the Lot and do not change the character of the community, comply with local zoning ordinances and regulations, and comply with this Declaration and any Rules and Regulations that may be adopted by the Board.

Vehicle Restrictions

**COVENANTS AND RESTRICTIONS ON
USE, ALIENATION AND OCCUPANCY**
(Adopted 4/29/2006)

ARTICLES

Section 5.13 **Restrictions on Vehicles.**

No more than one inoperable vehicle may be parked or stored on the Property. "Inoperable Vehicle" shall mean any vehicle which cannot be operated for its intended purpose or which does not have an operable propulsion system. Any vehicles that require licensing by either the Association or any applicable governmental authority shall display the necessary current registration. Dismantled and wrecked vehicles are not allowed on any lot for more than 45 days. All property owners are liable for their and their guests operation of all vehicles within the Village. The owners indemnify the Association from all liability resulting from the operation of any vehicle within the Village.

JLPOA Water Hookup Regulations

This section needs lots of help

Manifold Hookups

Summer line manifold hook-ups are to be used from April 1st to October 31st. Any costs resulting from frozen manifolds or hydrants may be assessed back to the party/parties operating their summer manifold hookup outside the above mentioned dates.

Pursuant to SB-100 Polley; Resolution of the JLPOA regarding Policies and Procedures for Covenant and Rule Enforcement per effective date of January 1, 2006.

Fine Schedule for No lot number on above ground hookup, above ground hookup outside of Summer line dates, and no backflow violations - \$50.00

Outside Water Restrictions

1. Automated sprinkler systems

- 20 minutes per station every other night between 11 p.m. & 5 a.m.

2. Hand watering

- Hand watering of "**young trees**", **shrubs**, **flower**, and **vegetable gardens** may be watered at any time by hand, drip irrigation. Using a watering can or someone holding a hose with a restrictive nozzle is considered watering by hand.
- **Hand watering utilizing a hose with a sprinkler of manual operation or an irrigation controller will be allowed 20 minutes per watering zone every other day.**
- **Hand watering** IS NOT ALLOWED between 9:00 a.m. & 7:00 p.m.
- Occasional **washing/hosing** off vinyl siding, washing out roof gutters, washing in preparation for paint or staining is allowed within reason.
- Home **car washing** is allowed with a restrictive nozzle hose and bucket, and minimal runoff.
- Use of a hose for spraying yard chemicals or weed killer will be allowed as needed.

Contractor Pre-Qualification

All providers of contracted services wanting to, or performing work on Jackson Lake Property Owners Association property must agree to comply with the following applicable requirements:

Initials

- _____ 1. Have your Insurance Carrier send or attach a copy of the following (min \$500,000 coverage; \$1,000,000 for projects over \$100,000). Policy must state: "Jackson Lake Property Owners Association is additional insured. Contractors policies are primary":
- a.) General Liability Insurance

b.) Workman's Compensation Insurance (as applicable)

c.) Automotive Insurance (as applicable)

- _____ 2. Complete W-9 form for all contract work exceeding \$600 in a calendar year. Not applicable if Contractor is incorporated.

_____, representing _____, by signing below certify that all of the above information supplied (if applicable) is accurate and up to date.

Signature: _____ Date ____/____/____

_____, representing Jackson Lake Property Owners Association, by signing below indicate that I have reviewed and approved this Contractor pre qualification worksheet, with the understanding that it is the Contractor's responsibility to ensure that all the information

Signature: _____ Date ____/____/____

This form only applies to and is necessary for contract work to be completed on behalf of the Association, and therefore does not apply nor is mandatory for contractual agreements between individual home owners and contractors.