

**BUCKINGHAM OAKS ASSOCIATION INFORMATION SHEET
AUGUST 2002 UPDATE**

MAILING ADDRESS / OFFICE: Buckingham Oaks HOA
921 S. Dearborn Way
Aurora, CO 80012

PHONE: (303)337-5811

**MAINTENANCE
EMERGENCY**

NUMBERS: NOT LISTED ON INTERNET - Managers Pager - Digital or Voice
IMPORTANT: See "Buckingham Oaks Maintenance Responsibilities" and
"Maintenance Emergency Pager" sections contained herein.

MANAGER: Mitchell Powell

OFFICE HOURS:

Manager has flexible schedule and is in the office 30-50 hours per week. Call ahead to schedule an appointment or confirm the office is open.

PURPOSE OF ASSOCIATION:

The purpose of the Association is to protect and enhance the value and desirability of all the property that comprises Buckingham Oaks.

ASSOCIATION MEETINGS:

Monthly Board of Directors meetings are held the last Monday of each month at 6:00pm in the Buckingham Oaks Clubhouse. All meetings are open to all owners and residents of Buckingham Oaks.

ADDRESS REGISTRATION:

Article 30.G of the Condominium Declaration requires all owners and first mortgagees to register their mailing address with the Association. It is the responsibility of the owner to notify the Association of any changes.

ASSESSMENT POLICY:

Payment is due on the first day of each month. Payments not received by the 20th day of the month are considered late and are assessed a \$20 late charge. The homeowner is also responsible for all fees incurred in the collection of any past due amounts. See Collection Policy for further details.

IMPORTANT PHONE NUMBERS:

Police.....627-3100 OR 911 **Fire**.....326-8999 OR 911
Animal Control.....326-8280 **Neighborhood Services**...739-7280
Social Services.....636-1750 **Access Aurora**.....739-7000
PAR Officer739-6951 (Ken Hernandez)

The city and county agencies have the authority and resources to swiftly enforce broken laws, code violations, or ordinances. The Association is not an enforcement medium. Direct your complaints concerning noise, pets, neighbors, etc. to an agency that is.

HOME AND WORK PHONE NUMBER REGISTRATION:

It is the responsibility of the homeowner and/or the resident to keep the Association informed of current phone numbers for **EMERGENCY** notification.

CONDOMINIUM DECLARATION:

The Condominium Declaration for Buckingham Oaks is a document that is recorded in Arapahoe County and by law is attached to every unit at Buckingham Oaks. The requirements for budgeting, reserves, insurance, restrictive covenants, rules, etc. are authorized by this document.

INSURANCE:

The hazard insurance for Buckingham Oaks is provided by Admiral Insurance. Claims may only be submitted by the Manager. There are variable deductibles which may payable by the homeowner(s.) See Buckingham Oaks Insurance Policies.

IMPORTANT: Buckingham Oaks insurance does not cover the following:

- Construction related defects or the damage caused by these defects.
- Water damage resulting from the failure to provide adequate heat to an individual unit.
- In the event of a total building loss, carpets, drapes, appliances, and personal belongings will probably not be covered by the hazard insurance.

OTHER INSURANCE:

Homeowners and renters are encouraged to obtain separate insurance for their personal belongings. It is highly recommended homeowners obtain specific insurance coverage to pay their portion of the insurance deductible and areas not covered by the associations policy.

TRASH REMOVAL:

Trash is picked up on Tuesday and Saturdays. Place your trash into the dumpsters. Trash left on the ground will not be removed. Help keep Buckingham Oaks clean. Recyclables may be taken to the local King Soopers and Walmart recycling facilities.

MAILBOXES:

Mailbox maintenance and locks are the responsibility of the owners and the post office.

BUCKINGHAM OAKS INSURANCE POLICIES

- The Associations insurance deductible (up to \$1000) is the responsibility of the homeowner(s) affected by the claim:
 - 1 unit damaged = 100% of deductible
 - 2 units damaged = 50% of deductible, etc..
- The Association and its insurer are NOT responsible for interior repairs within individual air space units caused by construction or design related defects.
- The Association and its insurer are NOT responsible for water damage of any kind that originates from pipes or appurtenances which are the responsibility of the unit owner. The unit owner is responsible for all plumbing within the unit from any shut-off valve or faucet until the point where the sewer or drain lines tie into a common line. (This includes pipes which may run behind the walls of the individual air space.) Appurtenances include dishwashers, disposals, etc..
- It is strongly recommended that all homeowners procure a condominium/townhome (HO-6) insurance policy. In addition to providing additional coverage for contents and personal liability, these policies will pay the homeowners portion or share of the Associations insurance deductible.

- The pager number listed on page one is only to be used in cases of **MAINTENANCE EMERGENCIES**.
- Non-emergency use of the pager can result in a charge to the unit owner of up to \$25.00 per abuse.
- Please allow fifteen to twenty minutes for a return call.
- Telephone and cable maintenance or installation are NOT to be considered an emergency.
- Buckingham Oaks does not have keys to individual units. If you are locked out please contact a locksmith.

Non-emergency maintenance items can be phoned into the office 24 hours a day. Most maintenance items phoned in will be attended to in less than 48 hours.

FIRE SAFETY RECOMMENDATIONS

Buckingham Oaks HOA's insurance company recommends the following precautions be taken by all residents:

1. A "5 LB. ABC rated fire extinguisher" should be mounted in the kitchens of every unit.
2. A self closing metal container for disposal of fireplace ashes.

FIRE SAFETY REQUIREMENTS

The City of Aurora Fire Department informed Buckingham Oaks HOA of the following violations of the fire code:

Nothing that is flammable may be stored under an open exit stairway or in front of any other potential exit.

Barbecues may not be operated within 10 feet of a flammable surface. This includes building surfaces like siding or wood fences.

Violations should be reported to the City.

WHAT TO DO IN CASE OF WATER LEAKS:

Water leaks resulting from rain or melting snow should be reported to the Manager. The Association will authorize the exterior repair be conducted as soon as possible. Generally, repairs cannot be undertaken until dry conditions exist. This factor makes use of the emergency pagers unnecessary unless a dangerous situation exists. It is the responsibility of the resident to take measures to protect personal belongings. Per the Governing Documents of Buckingham Oaks, interior repairs of walls and ceilings will be a homeowner expense.

Water leaks from any other source should be reported to the Manager as soon as possible. If water is entering from above, contact the residents directly above you. Upon determining the source of any leaking, the water to the entire building may need to be shut off to minimize damage. SEE Plumbing Policies for further information.

BUCKINGHAM OAKS COVENANT ENFORCEMENT POLICY

Complaints (other than noise) must be submitted to the Association Manager in writing and signed by resident or owner making the complaint. Unless a hearing is necessary, every effort will be made to insure the anonymity of the person or persons making the complaint.

Drugs, pets, and any other type of complaint which is in violation of city, state or federal ordinances, laws, or statutes must be accompanied by copies of two or more police reports, tickets, etc.. This is required to insure all available remedies have been exhausted. The Association will then proceed under the nuisance provisions of our governing documents.

A letter will be sent to the offending unit(s), and owner if applicable, demanding the cessation of the offensive activity and any fines or sanctions for non-compliance within a designated period of time. In the event the offensive activity continues after the designated time period, a second letter will be issued to all concerned parties with a hearing date for possible implementation of the described fines or sanctions. No fines or sanctions will be assessed without a hearing.

BUCKINGHAM OAKS NOISE COMPLAINT POLICY

Buckingham Oaks governing documents prohibit any type of activity which reduces the peaceful enjoyment of any other resident. Noise of any type that can be heard more than thirty feet from a unit, regardless of whether windows are opened or closed, are in violation of city law, considered excessive and will not be tolerated.

Noise complaints may be called into the association office 24 hours a day. The exact date, time of day, and a brief description of the type (stereo, TV, yelling, etc.) of noise should be left with association personnel or on the association answering machine. We also will need the name and unit number of the resident making the complaint. Every effort will be made to insure the anonymity of the person or persons making any noise complaint. **Additionally, a call to the police should also be made regarding the noise complaint.**

Upon receipt of a complaint, the association will send a letter to the offending resident, off-site owner if applicable, and the resident who reported the incident. This letter will demand the cessation of the offensive activity and outline the fines to be assessed the unit owner for future violations.

A \$25.00 fine will be assessed against the unit owner in the event a second complaint is received. A \$50.00 fine will apply to any subsequent complaints. The unit owner may contest the fine by requesting a hearing in writing to the association. Hearings will be held during regularly scheduled Board Meetings. **Should a hearing be requested, the association will contact the Aurora Police to confirm the number of valid complaints that have been investigated.**

Buckingham Oaks Noise Policy is not intended to regulate normal living noises such as those generated by walking, children, dishwashers, etc.. Residents are requested to mitigate these types of noises to the furthest extent possible when informed of them by their neighbors.

BUCKINGHAM OAKS PET POLICIES

Pets are permitted, as long as they are not allowed to create a nuisance. The unit owner is responsible for any damage to common area which is attributable to a pet residing in their unit.

All City of Aurora laws and ordinances regarding pets must be followed. It is the pet owners responsibility to be aware of and in compliance with these regulations.

1. All pets must be on a leash at all times. *
2. All pet droppings must be cleaned up **IMMEDIATELY**. *
1. Unattended pets tethered to common area (trees, railings, etc.) are considered to be running at large.*
4. Unattended pets on balconies or patios must be provided with adequate food, water, and shelter from the elements. * (Adequate is a determination of animal control.)

* **These rules are also city laws. Violators of these rules should be reported to Animal Control or the Police.**

Failure to report violations is acceptance of the condition that results.

The Board of Directors may also levy fines against owners, when or if other measures are failing to correct the problem.

The Association will charge the owner for damage to any common area, which is caused by a pet residing in their unit.

SNOW CLEARING POLICY

Snow clearing is currently performed by our landscape company. The contract requires the following specifications:

- Snow is to be cleared from all stairs and landings, as well as all sidewalks considered to have a northern exposure, regardless of the amount of accumulation.
- All of the above plus the remaining sidewalks are done upon the accumulation of 2 or more inches.
- The parking lot is plowed if snowfall exceeds 4 inches.
- Snow clearing is not required until the snowfall has ended.
- The contractor has 24 hours to complete the snow clearing process. In the event the City of Aurora declares a “snow emergency,” the contractor has 48 hours to complete snow clearing.
- Stairs will always be given first priority. However, all stairs are susceptible to icing so extra care should be taken and use of the handrails is highly recommended.

Unless it is a particularly heavy or windblown snowfall, the contractor is not required to shovel the covered patio areas of the lower units. If requested by management, a path from the door may be cleared.

To aid in the cleaning of sidewalks, please park your vehicles so the bumpers do not overhang the sidewalks. Also, avoid brushing snow from cars onto the sidewalks after they have been shoveled. These two things will greatly reduce the problem of ice on sidewalks.

The Association does not discourage resident participation in the snow clearing process. This could help the Association keep costs and dues at their minimum level. The Association encourages all residents to keep a shovel in case of emergency. The Association also recommends residents shovel off their patios. This will minimize damage to siding and trim from ice and water.

Please contact the Manager with any questions regarding snow clearing. The Board realizes that with a project as large and involved as Buckingham Oaks mistakes can happen and go unnoticed. Problems can arise many days after a snowfall, it is important the Manager be informed so that the proper action can be initiated. This will help make Buckingham Oaks a much safer place in winter.

Buckingham Oaks Collection Policies

- Buckingham Oaks Collection Policies cannot be changed or waived without a majority vote of the Board of Directors. Except in cases of “data entry error” by Buckingham Oak’s personnel or agents, the Manager may correct the account and remove any charges caused by the error.
- It is the responsibility of the owner to report errors or discrepancies in a timely manner to avoid late fees.
- The monthly assessment for each unit is due on the first day of the month for which payment is due.
- The monthly assessment is considered late if received by the Association after the twentieth day of the month for which the assessment is due. The unit owner is solely responsible for the timely delivery of the monthly assessment.
- Any form of payment which fails to “clear” the bank on its initial deposit will result in the assessment of the late fee **AND** a NSF check fee of \$25.00.
- A late fee of \$20.00 will be assessed to every unit with a balance due over \$25.00 on the 21st day of the month. This fee will be assessed every month a balance is due.
- A lien fee of \$25.00 will be assessed to every unit with a balance due exceeding two months dues on the 11th day of the month. This fee will be assessed only once unless the attorney for the Association advises filing a second lien.
- The Association may **FORECLOSE** on the lien of any unit with a balance due exceeding three months dues or greater.
- Legal fees to foreclose can range from \$150.00 to \$3000.00+ depending upon the steps necessary to bring an account current.
- Legal fees will be charged directly to the account of the unit owner and become part of the balance due.
- Once an account has been turned over to an attorney for collection, all correspondence and payments must be made through the attorney. Buckingham Oaks Management will only accept a “payment in full” that has been approved by the attorney.
- When an account that has been “liened” is brought current, a “release of lien” will be sent to the unit owner. It is the responsibility of the unit owner to file the “release of lien”.
- Postdated checks are discouraged and will be assessed late fees if dated after the twentieth day of the month in which payment is due.
- Unsigned checks will be returned for signature and are subject to any applicable collection policies.

GARAGE & PARKING POLICIES

Effective October 1, 2001 The Buckingham Oaks Board of Directors in order to further clarify the governing documents regarding Garage and Parking Policies at Buckingham Oaks hereby adopt the following:

GARAGE:

1. Current renters of a garage at Buckingham Oaks will have to sign a month to month lease at a rate of \$55 per month. Beginning January 1, 2003 the rent will increase a minimum of \$5 every year on January 1st until such time as the rent for current renters is equal to that of new renters.
2. Anyone renting a garage after September 30, 2004 will have to sign a month to month lease at a rate of \$125 per month plus a deposit equal to two months rent.
3. The Board of Directors may raise the monthly rent for garages at their discretion.
4. All available garages will be advertised in the Association newsletter. Anyone interested in renting must register on the form provided with the newsletter prior to the next meeting on the last Saturday of the month. All owners registration forms received before the end of the meeting will be placed in a hat and a blind drawing will be witnessed by those present at the meeting. If no owners submit a registration form, the same procedure would be followed using renter's registration forms.
5. Any garage rent not paid by the 20th day of the month will be subject to a 10% late fee.
6. Any garage rent not paid in full including late charges by the 20th day of the following month will result in the cancellation of the lease and eviction of any personal belongings from the garage. All legal fees and costs will be the responsibility of the renter.
7. Monthly assessments will be applied prior to garage rent with no exceptions.

PARKING:

1. Parking spaces are numbered. Every unit is entitled to be assigned one space at the discretion of the Board of Directors. Some units have parking assigned through deed restrictions.
2. The resident of an assigned space may call Maxx Towing at (303)295-6353 to have an improperly parked car removed from that space. It is highly recommended a warning be issued prior to having a vehicle removed. Please Note: You must be registered as the person authorized to call for that space before Maxx Towing will come out. If you are unsure whether you have registered you may call the manager during regular business hours.
3. The City of Aurora expressly forbids unlicensed vehicles or vehicles in exterior disrepair to be left or stored in any parking lot in the city. Exterior disrepair includes the following: flat tires, broken out glass, accident damage which clearly makes the vehicle un-roadworthy, and any vehicles on jacks, blocks, etc. Buckingham Oaks may be required to tow any vehicle without tags or in exterior disrepair.
4. Abandonment or storage of vehicles in an outside parking space is prohibited. Vehicles which have not moved under their own power for two weeks shall be considered abandoned or stored. Note: This restriction includes deeded spaces and is meant to keep visitor parking flexible.
5. Vehicles must be parked within marked parking spaces. Vehicles taking two or more spaces, blocking the driveways, overhanging sidewalks, or parked anywhere other than a designated parking space may be subject to removal without notice.
6. No motorized vehicle may be stored anywhere they could hinder access from a building in case of fire. This includes under stairs, backyards, and patios.
7. Furniture, auto parts, and any other items of a personal nature should not be left or stored in the parking lot. These items are subject to removal without notice.
8. Parking is only for Buckingham Oaks residents, guests, or invitees. Unauthorized vehicles should be reported to the Managers office at 337-5811. Any unauthorized vehicles may be subject to removal without notice.
9. Parking in spaces other than garages is limited to licensed motor vehicles.
10. No overnight parking of boats, trailers, or recreational vehicles is permitted. Violators will be subject to towing without notice.
11. It is the responsibility of the owner or tenant to inform their guests or invitees of these policies.

PLUMBING POLICIES

In order to further clarify the governing documents, the Board of Directors hereby adopts the following policies regarding plumbing at Buckingham Oaks HOA:

1. Any plumbing leak that the flow of water cannot be stopped by repairing or replacing a valve or fixture within the unit; the plumbing repair will be the responsibility of the Association.
2. Plumbing leaks that the flow of water can be stopped by turning off or replacing any type of valve or fixture within the unit are the responsibility of the unit owner.
3. The Association will never be responsible for interior repairs to drywall, tile, flooring and personal property within individual units except in cases of gross negligence by the Association.
4. All interior repairs resulting from any type of plumbing leak are the responsibility of the unit owner and/or their insurer. (See Buckingham Oaks Insurance Policies.)
5. In the event the Association is found negligent, the unit owner will still be responsible for the deductible as allocated in the "Buckingham Oaks HOA Insurance Policies."
6. The unit owner is responsible for the maintenance of all drain lines from their unit until the line connects to a common sewer line.