

# Rules & Regulations



Harvest  
Ridge

T O W N H O M E S

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(Adopted October 25, 2018, effective November 12, 2018)

The Harvest Ridge Town Homes Homeowners Association (the “Association”) complies with all federal, state and local laws. The Association’s Governing Documents, which include the Declaration of Covenants, Conditions and Restrictions (“Declaration” or “CCR”), the Articles of Incorporation, the Bylaws, and these Rules & Regulations (the “Rules”), shall include those matters required or allowed by the Colorado Common Interest Ownership Act.

Please be reminded this document highlights many of the common issues that surface, but is by no means exhaustive. These Rules and Regulations are not comprehensive and are intended to supplement and or enhance the CC&R’s and Bylaws. The Board may adopt individual Rules and Regulations at particular times and amend these Rules and Regulations from time to time. For clarification, fuller explanation or additional information, owners and tenants should refer to the CC&R’s and the Bylaws. Copies of all governing documents are available from the Property Manager.

### **Board Meetings**

The Board meets with the Management Company and other contracted representative(s) on a regular basis. Anyone is welcome at the meetings to observe and/or present concerns during the agenda item allowing such concerns. If an owner wishes to discuss an issue at a meeting, he should notify the Property Manager, in writing, at least 10-days prior to the meeting so that said item can be placed on the agenda. The Board will limit the time allowed for any one speaker to hold the floor. The Association’s governance policies shall govern meeting procedures.

### **Architectural Control Committee (ACC) - Actions Requiring Board Approval**

Owners must obtain written approval prior to making any exterior modifications or beginning any work. Please use the form under Attachments. To obtain approval, owners must write a letter detailing their request and submit it with all documents to the Property Management company. Owners are responsible for obtaining a receipt indicating the date on which they submitted their request. The ACC shall approve or deny all submissions within thirty (30) days from the submission date unless more time is required.

- a. No Owner or occupant shall change the exterior appearance of the building or landscaping on the Lot without prior written approval of the Board. No buildings, fence, wall, or other structure shall be constructed or maintained by the Owner or occupant upon the landscaping or exterior of any Lot. No Owner, guest, family member or tenant shall damage the landscaped areas or any of the streets, sidewalks or other common property of the Association.
- b. No Owner or occupant shall attach awnings, screens, storm/screen doors or other items to the exterior of the building without the prior written approval.
- c. Window tint: Owner’s may install window tinting on their home upon submittal and approval by the Association. The use of silver reflective tint is not permitted. Since there are numerous manufacturers with varying products, please submit a sample of the film when possible.

d. Front main entry door (paint colors): The Association has four (4) pre-approved paint colors you may use. When the Association is conducting the paint cycle, owners may also opt to have a door accent color installed at that time. All colors are Behr Premium and Premium Plus Ultra paint codes: Blue Spell #550F-7, Fiddle Leaf #410F-7, Red Brick #S-H-170 and Oakwood Brown #770B-6.

e. No Owner or occupant shall plant flowers, trees, gardens, shrubbery in any Common Area without prior Association approval. Hanging plants and potted plants may be placed on the outside of the unit but the resident must have approval before installation. All previously approved flower and plant installations remain approved for planting as appropriate each year without additional approval.

f. No Owner or occupant shall have artificial flowers, plants, shrubs or trees planted into the ground, in pots or displayed in any manner on the exterior of the Lot without prior written approval by the Committee or Board. Artificial plants and flowers must always be kept in a serviceable condition and be replaced when showing signs of being worn/faded. All items on the front porch and/or walkway must not create a safety hazard.

g. All drapes, shades, blinds, and other window coverings shall be white, ivory, beige, tan, or taupe, or a similarly neutral color for wooden blinds, when viewed from the outside, unless prior approval of the Committee or Board is obtained.

h. Patio Awnings: the following awnings have been pre-approved by the Association and can be installed without a request. Liberty Home Products, fabric: Navajo Tan 002 and SunSetter Awnings with woven acrylic fabric: Natural Lines 7952 and Nutmeg Tweed 7957.

i. Hot tubs: A Regional building permit is required. The hot-tub owner is responsible for assuring that all local code requirements are met. The installation may require that both a building permit and an electrical permit be issued. Hot tubs shall not be installed on any Common Areas.

Prior to commencement of any installation related to a hot tub the Owner must submit a request for Association review and approval. The request shall include drawings of the hot tub installation showing the proposed location, wiring diagram and any other matters requested by the Board or ACC committee. The request shall also contain copies of applicable permits or applications for permits if the permits have not been obtained at that time.

All hot tubs must be installed on the concrete pads in the rear of the home. No concrete extensions to the patio are permitted without prior Association approval. Any electrical wire must be enclosed in conduit and only be exposed above ground to reach the nearest outlet. If the conduit is easily visible from outside the patio area, it may need to be painted to match the colors on the home.

The Association requires that the colors of the hot tub, cover and any accessories be in neutral earth tones that match or blend with the exterior colors of the home. If a hot tub is installed on a patio such that it is located under the gutters or roofline there is a potential safety hazard from falling snow or ice. The unit owner is solely responsible for any and all damages or liabilities resulting from the placement, operation and use of a hot tub.

The owner is responsible for keeping the hot tub cover secured and/or locked at all times and maintaining the proper sanitization procedures (chemicals, Ph level, etc.) as required by the State of Colorado.

The owner is responsible for drainage of the hot tub as needed and if the water is not taken into the home (such as a floor drain) the water must be carefully controlled to not create any erosion, excess pooling/ponding or drainage into landscaped areas where the chemicals may damage plant material.

## **INSURANCE**

For questions regarding the Master Policy or to confirm the current Wind & Hail deductible percentage, please contact the Property Manager. The Association carries a master insurance policy for all the Units in the complex. Any loss or damage within the Unit should be covered by the Owner's insurance, but to the extent covered by the Association's insurance, the Owner shall be responsible for paying the deductible or any portion of the loss or expense which is not covered by the Association's insurance. The Association strongly recommends that all Owners obtain HO-6 coverage for the Unit with at least \$15,000.00 for "Coverage A-" and at least \$15,000.00 for "Loss Assessment".

**Owner's Responsibility:** Owners are responsible for reviewing the Association's insurance coverage and obtaining such insurance as the Owners are required or may desire to have for their own protection. Nothing in this Rule shall impose any liability upon the Association. In the event any damage is caused by an Owner, his agents, contractors, guests or tenants, that Owner and his/her Unit shall be solely responsible for any portion of the loss or expense which is not covered by the Association's insurance. Please note that the Association does not provide police services, so each owner is responsible for their own safety, nor is the Association responsible for any personal property belonging to the owner.

## **BUILDING EXTERIORS**

### **Appearance**

Residents must keep their patios and yards neat, clean and free from debris and personal items. This includes, but is not limited to, immediate pickup and removal of animal excrement. Storage of personal items on walkways, graveled areas, decks or patios is prohibited, except as otherwise permitted below. No trash or recycle totes are permitted in these areas. No lighting is permitted to be installed on the outside of the Unit or in the Common Area, without the written permission of the Association. Such lighting includes (but is not limited to) all types of perimeter lights, spot or area lighting, luminaries, low voltage or solar lights, strings of mini-lights (outside of holiday seasonal lighting), rope lights, etc.

### **Prohibited Items**

Items strictly prohibited include, but are not limited to, any condition deemed to be unsightly, that creates a liability or monetary cost to the Association, that endangers the health or safety of the residents of the community, that poses a fire hazard or produces any noxious or offensive odors, and the storage of any item(s) that may attract insects or other parasitic infestation, as determined by the

Board. Personal possessions, such as tools, toys, recreational equipment, strollers and other similar items, must be stored in Garages or Units.

### Permitted Items

**Front Entryway / Sidewalk:** the only items permitted to be placed or installed are one (1) sitting bench or one (1) to two (2) patio chairs, an accent table, and two (2) labeled dairy boxes, a reasonable number of flowerpots and bird feeders if they are not attached to the stucco surfaces and are kept in a clean and attractive manner. Bird feeders must be cleaned on a regular basis to ensure the seeds do not build up or germinate into weeds in the Common Areas. All flowerpots must be placed on the front entry landing on the concrete or wood; none are allowed on the steps or sidewalks for safety.

**Back Patios / Upper Balconies:** Only one (1) propane, electric or hybrid (gas/charcoal) barbeque grills is permitted per Unit. No charcoal grill, wood fueled stove, smoker or other similar cooking apparatus may be placed or used on any patio, upper balcony deck, entry stoop or ground level deck. These forms of cooking apparatus [charcoal grills, smokers, fryers, etc.], are strictly prohibited. Owners are discouraged from utilizing any device that emits an open flame, even with a spark arrestor. Anything that could pose a hazard or attract insects is strictly prohibited.

The only other items permitted are bird feeders as long as they are not attached to the stucco surfaces and are kept in a clean and attractive manner (bird feeders must be cleaned on a regular basis to ensure the seeds do not build up or germinate into weeds in the Common Areas, one (1) storage container, suitable for outside use, no larger than 60 inches wide by 24 inches deep by 24 inches high (60"x24"Dx24"H) sitting on the concrete or within the confines of the deck only, that is used to store personal items such as recreational equipment, furniture pads, etc. The containers must be neutral in color and complimentary with the color scheme of the building. All patio furniture must be specifically designed for outdoor use and be in serviceable condition and present an uncluttered appearance.

All residents and occupants shall use care with items or fixtures kept on balcony or patio areas to ensure items are not blown or do not fall from same. Potted plants are acceptable (upon prior ACC approval) if they are kept on a porch, balcony, patio or landscaped area.

The Board of Directors and ACC will use its discretion and have final say what number of flowerpots, personal property, decorations, etc., are reasonable. Holiday decorations shall be removed within two (2) weeks after each holiday.

### Garage Sales

The Association may sponsor a community-wide garage sale. On the date designated by the Board, residents are allowed to display in their driveways and open garages items they wish to sell. Garage sales other than those sponsored by the Association are prohibited.

### Bicycles

Bicycles must be stored inside the Unit, in a Garage or on a rear patio area and be in serviceable and working condition. They are not permitted to be stored on a front walkway, side entry or anywhere in the Common Areas.

## COMMON AREAS/BUILDING EXTERIORS

Common Area shall mean that property, which constitutes the Properties herein described and defined, together with all facilities and improvements placed thereon, and any and all interest which the Association may acquire in adjacent lands, any easements granted to the Association and the Owners and, in general, all apparatus and installations existing for common use, including Parking Areas and all other parts of the Properties necessary or convenient to its existence.

### Personal possessions

Personal possessions (toys, stereos, tools, patio furniture, tents, recreational equipment, barbecue grills, etc.) must not be left in the Common Area, Parking Areas, streets or sidewalks. When not in use, all articles must be stored inside the Unit or Garage. The Association disclaims any and all liability for any article left in all of these areas or any resulting injury; and any items left in the Common Area may be removed without notice and disposed of.

### Recreational Activities

Recreational games and sports, motorized scooters, pocket bikes, mopeds, battery operated toys; rollerblades, skateboards, playing street hockey, etc. are prohibited. Owners are encouraged to utilize off-site facilities or city parks. Owners, tenants, guests, and their family members are not allowed to engage in activities, recreational or otherwise, so close to the buildings or parked vehicles as to create a danger to the structure/vehicle or cause damage to Common Areas, Unit Exteriors or personal property.

### Association Structures

Residents and guests are not permitted to climb/walk on roofs, garages, fences or retaining walls or any other Common Area.

### Property Damage

Owners are responsible for any damage to any property (landscaped areas, structures, & sprinkler apparatus, etc.) or injury to guests, tenants, etc., due to their own actions or actions of their family members, residents, guests, pets, contractors, etc. The Association disclaims any and all liability for any such activities conducted in the community.

## Association Contractor Involvement / Interference



Owners are not to contact, instruct, order or otherwise direct Association contractors while in the performance of their duties on the property. If an owner needs to report a work order, request additional work or has a question or concern for a project, you must contact the Property Manager for assistance. Owners will be subject to the enforcement procedures for violations of this provision.

## MAINTENANCE

This shall provide a summary of the division of maintenance responsibility for common maintenance items between the Association and the Owners. To determine the maintenance responsibility for items not listed here, please refer to the CC&R's.

### Association Responsibility:

The Board shall exercise reasonable business judgment in determining the respective maintenance responsibilities of the Association and the Owners. The following is a more comprehensive list of items the Association shall be responsible for but is not all-inclusive:

1. Maintain, repair and replace the Common Area (paint, repair, replace, maintain and care for roofs, gutters, downspouts, driveways, exterior building surfaces, including decks, fences, and patios) including:
  - A. The Common Area sprinkler system and all its components;
  - B. All roadways and parking lots and adjacent concrete curb/gutter areas;
  - C. Each Unit driveway;
  - D. Maintain, repair and replace Garage exterior surfaces (except Garage doors, the outer framing components of the door that meet the stucco, any openers or related hardware.)
  - E. Maintain, repair and replace exterior utilities serving more than one Unit (Common utilities within a Lot or Townhome which also serve another Townhome and any lines outside of the exterior walls);
  - F. Maintain, repair and replace exterior all water lines located within the private streets and other Common Areas;
  - G. The front light fixture and bulb near the entry door and garage door;
  - H. Concrete sidewalks and front stoops;
  - I. Utilities serving more than one Unit (Common utilities within a Lot or Townhome which also serve another Townhome and any lines outside of the exterior walls);
  - J. Paint and resurface Unit Exteriors as determined by the Association paint cycle;
  - K. Landscaping around Unit Exteriors that is Common Area;
  - L. Exterior stucco surfaces of the home to include stucco, soffit, fascia and other components of the surface leading to the studs of the structure;
  - M. The entire roofing system that serves one or more units (the shingles,

vents, flashing, felt and decking material) up to the point of the roofing trusses. Owners are not to climb onto the roofing system for any reason;

- N. The entire gutter system and its related components for the Buildings and carports (downspouts, tip-outs, flashing, etc.);
- O. Snow removal from the Common Areas, private streets, sidewalks, stairs and driveways.

**Interior Damage from Exterior Leak:** The individual homeowner is responsible for repairs, replacement and maintenance of the interior of their Unit. Interior repair shall include but not be limited to, the repair of any damage resulting from window or other exterior or ground leaks or the intrusion of water through the foundation or floor cold joint at the footer.

If the Association is performing maintenance, repair or emergency replacement of the Common Area or Unit Exterior and damage is sustained, any interior repairs shall be an expense of the Association. The Association will promptly repair the exterior problem after receiving actual notice of same.

#### **Owner Responsibility:**

Owners are responsible for the following:

1. Maintain, repair and replace all portions of the Unit/ Unit Exterior/Garage where that responsibility is not shifted to the Association, including:
  - A. The interior of the Unit;
  - B. Glass surfaces (including cleaning), all windows, casings, locks and related hardware, all framing and window screens;
  - C. All entry doors, front/rear, framing, related hardware, all storm/screen doors;
  - D. Garage doors (except painting of the exterior of the door, body and trim by the Association), including garage door openers and related hardware;
  - E. Structural components of the Unit;
  - F. All pipes, lines, ducts, conduits, or other apparatus serving only the Unit located on the Lot; Any fireplace in the Unit;
  - G. All communications, television, telephone, cable and electrical systems, fuse panel, electrical receptacles and outlets serving only the Unit,
  - H. Garage light fixture and light bulb are maintained by the Association;
  - I. Garage interior light fixtures, outlets, garage door openers, etc., are the Owners responsibility;
  - J. Rear light fixtures on the home, including the bulbs.
  - K. Maintain, repair and replace window wells. The Owner is responsible for any type of cover, regular cleaning of the well area and installation and maintenance of a ladder. Owners are encouraged to install covers to prevent water and animal intrusion. Covers must be submitted to and approved by the Association prior to installation.

- L. All landscaping located within the rear patio area, such as trees, shrubs, etc. The Owner is responsible for maintaining, pruning, removal and replacements of dead plant material and trees in a timely manner.
- M. Snow removal from the rear patio or upper balcony.

In addition, each Lot Owner shall have the responsibility:

- To keep the Unit in a neat, clean and sanitary condition.
- To perform his or her responsibility in such manner so as not to unreasonably disturb other persons in other Units.
- To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

**Utilities:** All Owners and/or occupants must exercise diligence in the conservation of utilities. During periods of extreme cold, it is the responsibility of each Owner and/or occupant to maintain a temperature within their unit enough to prevent interior pipes from freezing. If an occupant turns their thermostat to a low setting and leaves the unit unattended during periods of extreme cold, there is a risk of pipes freezing and causing substantial damage to their unit and possibly to the adjoining units. If such damage occurs, the Association shall not be liable.

**Sharing of Repair and Maintenance:** The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners in accordance with the Declaration. This applies to but is not limited to, home interior walls and garage separating walls.

### **Windows & Doors**

Windows & Doors – Frames:

Owners have the responsibility of replacing all windows and doors, including the frames and hardware. The approval of ACC must be obtained prior to any replacements. The Association will paint the wood trim areas on the exterior surfaces periodically as determined by the Association.

Windows – Glass:

When being replaced, the windows must match the existing dimensions and style (e.g., the crossbar/grid design and style of opening [single hung/sliding]). The approval of the Association must be obtained prior to any replacements.

Window coverings:

The only permitted coverings are curtains, drapes, blinds or interior shutters. Window quilts, towels, tinfoil, sunshades or other screenings are not permitted as window coverings.

### **Air Conditioners:**

Installation

Temporary air conditioners (e.g., window mountable units) or similar appliances such as evaporative (swamp) coolers may be permitted under special approval conditions. Central air conditioners installed on the ground immediately next to the residence are permitted as well as interior window mount units that do not extend outwards from the screen. All owners must have written Association permission prior to installation.

#### Operation

All central air conditioners (or similar appliances) and any related fixtures are to be maintained in an attractive, clean, quiet, and safe condition. Any air conditioner or similar appliance, which is creating an annoying condition as determined by the Association, will be repaired, replaced, or removed at the owner's expense, following notice and an opportunity to repair. Any loss, damage, or expense incurred from their operation will be the sole liability of the owner.

**Screen/Storm Doors:** The only screen/storm door permitted in the community is one that is Almond or Beige in color, either triple-track or full view, and meets or exceeds the following specifications:

- 1-1/4" thick aluminum or vinyl frame
- quad seal system / handle set inside and out
- finish sweep / color-matched closers and screw covers
- deadbolt with keyed lock is built into the door frame
- tempered glass / heavy-gauge aluminum or vinyl construction
- finishes can be brass, bronze or nickel for the hardware and finish sweep

**Garage Doors:** As noted above, the garage door is the responsibility of the owner for maintenance and replacement, which includes the side trim/framing, tracks, door opener and any related hardware. Any replacements must be submitted to the Association prior to replacement and be matching to the existing door. The owner must paint any trim/door seal upon replacement or repair. Owners must clean the exterior surfaces as needed so the door is aesthetically pleasing and be in good physical/working condition.

Owners are responsible for maintaining any electrical outlets and divider partition walls in the garage. The Association may request the replacement of the garage door due to deterioration, damage or being unsightly as determined by the Board.

If an owner fails to maintain a garage door system, the Association will notify the owner and provide a thirty (30) day period where all work must be completed. Any work performed by the Association will be billed directly to the owner. To ensure aesthetic consistency, any repair or replacement work must be approved by the Association prior to commencing.

**Emergency Response & Repairs:** In the event there is an emergency in your Unit, (loss of water, electricity, gas, sewer backup, etc.), each owner is to contact a service provider to respond and initially investigate the cause. Owners are also responsible to contact Colorado Springs Utilities to inquire about utility concerns, 719-448-4800. If it was determined that the cause of the emergency lies within the confines of that Unit or extension of utilities, that owner would be responsible for effecting repairs. An example would be in the event of a sewer line backup, if the blockage was found to be within the boundary of the Unit or the block was in the service line for the home prior to the "main" line at the street, that owner would be responsible for the repairs. If the blockage were found to be outside the confines of the Unit or extension of utilities, in an area for which the

Association is responsible, the Association would reimburse the cost of the service provider to repair the cause of the blockage in the Association's maintenance area. The Association would be responsible for reimbursing the Owner for the cost of any repairs to the interior of the Unit or other areas for which the Owner is responsible if the damages resulted from a backup in the Common Area.

### **Nuisances - Bright Lights/Loud Noises**

No noxious or offensive activity shall be carried on nor shall anything be done or placed which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. The Board shall exercise sole discretion in determining whether a noise is unreasonably loud or if a light is unreasonably bright. No activities shall be conducted on the Properties and on improvements constructed on the Properties, which are or might be unsafe, hazardous or cause annoyance to any person or property - no firearms shall be discharged, no open fires shall be permitted on the property, no foul or obscene language, no domestic disturbances and no fireworks.

No light shall be emitted from any Unit/Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Unit/Lot or automobile which is unreasonably loud or annoying; and no odors shall be emitted from any Unit/Lot that are noxious or offensive to others. Examples of some activities, but not limited to, that would be considered a nuisance or offensive would be parties or gatherings inside or outside during quiet hours, domestic disturbances, loud car stereos, any event which would disturb any owners' right to quiet enjoyment of their home, performing work in a garage, etc.

### **Soliciting / Flyer Distribution / Advertisement**

No forms of solicitation and/or advertisement can be distributed or displayed within the community. This includes home businesses.

### **Trash Service**

Collection is provided by the Association for trash only, no recycling services are available with the Association contract. For recycling you must contact the provider directly and pay for that individually. All refuse should be placed in a strong plastic bag, sealed and deposited into the toter provided by the collection company. Toters may be placed curbside no earlier than 5 p.m. on the day before the scheduled collection and must be stored inside by the end of the collection day.

Trash is not to be kept on balconies, rear or front patios or front entries at any time. No hazardous materials, including vehicle batteries, oil, parts, more significant landscaping debris, furniture or other items too large or too heavy for pick-up shall be disposed of in the toters. Any trash left outside the toter or otherwise found loose in the Common Areas may result in assessment fines.

NOTE: owners are not permitted to have roll-off or drop dumpsters, or PODS/Mobile Mini type storage units left in a visitor parking space or driveway for storage. These units are only permitted upon approval by the Association.

### **Lease / Rental**

Occupancy shall not exceed that which is permitted by city ordinance. All persons moving into and out of the complex shall exercise all necessary precautions to prevent damage to the common area of the community. Any such damage caused by an Owner, resident, their agents or visitors will be repaired by the Association at the expense of the Owner.

Leasing: No unit shall be leased for fewer than six (6) months without prior written Board approval. No time-sharing shall be permitted.

Only an entire Unit may be leased. The owner is responsible for advising the Association of the owner's off-site address and for providing a copy of the lease, including a copy of the Association's Addendum within 10 days of the date a lease is executed. In the event an Owner did not supply the above noted information, that owner will be subject to assessment fines. The owner is responsible for ensuring that the tenant(s) complies with all the terms of these Rules. The owner shall provide all tenants(s) with copies of the Rules and Regulations and any other governing documents and inform said tenant(s) that all of these rules and restrictions are enforceable against tenants.

Any lease agreement shall provide that the terms shall be subject in all respects to the provisions of the CC&R's and Addendum, and that any failure by the tenant to comply with the terms shall be a default under the lease and may be grounds for the Association to impose separate fines and/or to enforce the lease and to impose separate fines and/or evict a tenant.

For any Unit being leased or any lease renewal occurring after the effective date of this Rule, Owners must attach to the Primary Lease a copy of the Addendum, signed by both the Owner and the Tenant. Owners may include in the Primary Lease any provisions they desire, provided such provisions do not contradict with the Addendum, Declaration, Rules or other governing documents of the Association, or applicable law or public policy.

### **Porch/Patio/Deck Lights**

If owners would like a photocell or motion detector light, they may install a sensor or replace the fixture at their own expense after receiving Association approval. The fixture must match the existing style. Floodlights with motion sensors shall be affixed so that the light does not shine in the street or become activated by vehicle traffic. All requests to replace light fixtures must first be submitted, reviewed and approved by the Association.

### **Antenna / Satellite Dish**

Satellite Dishes, Antennas, Cables. No Owner or occupant shall erect or have erected any form of aerial, antenna, poles, wires, satellite dish or similar objects, or unsightly objects of any kind for the purpose of radio, television or hi-fi reception on any balcony, roof or building exterior without the prior written notification to the ACC.

A standard satellite dish may be anchored through the fascia or trim boards to the roof rafters. An HD satellite dish may be installed either: (1) on a pole installed into the ground on the exterior of the Townhome; (2) onto its own stand within the confines of (but not attached to) the patio or balcony.

The Owner is responsible for the repair of any damage caused by the installation or removal of satellite dish equipment and associated cables, and for any costs associated with dish removal and reinstallation as a result of required building maintenance.

All installations must be installed in accordance with the manufacturer's specifications and all antennas must be secured so that they do not jeopardize the soundness or safety of any structure or person. All installations must also comply with any building or electrical Codes. Any external wiring must be physically adhered to the structure in the least intrusive manner possible and follow existing corners and/or angles on the home. Painting of the cable may be required.

### Mailboxes / Kiosk

The mailboxes are the property of the Association. For information regarding the lock or lost, replacement keys, problems with locks, etc., please call the main post office (719-570-5484). They can direct you to the substation who will arrange for a contractor to meet with the carrier to change out a lock. Owners and residents are not permitted to attach any signs, displays or advertisements on the mail box units.

### Quiet Hours

Quiet hours are from 10 p.m. through 8 a.m. At all times, residents shall take care to not make noise that would reasonably disturb their neighbors. Residents shall take particular care during the quiet hours. Any resident observing a violation of this rule at any time is encouraged to call the Colorado Springs Police noise complaint line to file a noise complaint in addition to filing a written complaint with the property management.

### Pest Control

Pest control is provided for in the Common Areas and for the exterior of the structure for treatment and/or removal of nuisance, biting or stinging insects/animals including bees, hornets, wasps, skunks, snakes, squirrels and mice. For any animal or insect not specifically listed, the Board will use its discretion on a case-by-case basis and decide if the removal/treatment it is covered by the Association. The Association will provide dead animal removal from the Common Areas.

### Home or Other Business

Home businesses which are incidental to the residential use are permitted to the extent they do not:

Violate any Federal or State law or any other ordinance of the City of Colorado Springs, 2) Violate any provision of the governing documents of this homeowner's association and these Rules and Regulations, 3) Create a nuisance to the immediate neighbors, specifically or the community in general, 4) Involve use of any visitor parking space(s), even temporarily, such as dropping off or picking up clients, patrons, patients, customers or students, 5) Receive deliveries on any product(s) for resale, including but not limited to Tupperware, Party Lite etc., 6) Engage in day care activities having more than one child that is not related, regardless of age and 7) Engage in repair or restoration services, like wood working, automotive, motorcycles, etc.

## Garage / Estate Sales

Due to the limitations of parking, displays of signage and concerns for security, owners must submit a request for a sale event that will be considered by the Board of Directors.

## Yard Ornaments

Yard ornaments, including but not limited to, birdbaths, birdhouses, fountains, sculptures, statues, flags and banners, etc. require Association approval. Location of yard ornaments in the Common Area turf grass is not permitted.

## Living with Wildlife

Living in a foothills environment also creates an appropriate need for caution where wildlife is concerned. It is a violation to feed and/or harass wildlife. Any persons caught doing this will be subject to State, City and Association penalties. The State fine for a dog harassing wildlife is \$274. Colorado considers big game animals as state property valued at \$500 for a deer, \$700 for an elk and \$1,000 for a bighorn sheep. That means pet owners could be billed for any wildlife injured or killed by their dog. Colorado law also allows any peace officer to capture or kill a dog that is caught chasing wildlife. Under Colorado law, intentionally feeding big game animals is illegal. The prohibition applies to deer, elk, antelope, mountain goats, bighorn sheep, mountain lions and bears. Violators face a \$50 State fine. Please visit the Colorado Division of Wildlife's web page, (<http://wildlife.state.co.us/>).

## VI. PARKING AND VEHICLES

### Vehicles, Driveways and Parking Areas

- All residents and guests shall drive with extreme care to avoid injury to pedestrians and damage to other vehicles and property. No vehicular traffic shall exceed 15 mph within the community.
- All vehicles shall meet local noise requirements, and automobiles or motorcycles without mufflers in good working order are prohibited.
- Vehicles may be parked overnight in driveways but not on the street.
- No recreational vehicle shall be parked or stored upon any lot more than seventy-two (72) hours during any calendar year except within the garage area.
- No trucks larger than  $\frac{3}{4}$  ton, boats, campers, trailers, junk or inoperative vehicles (e.g., abandoned vehicles), as determined at the sole discretion of the Board, shall be parked in any driveway, on any Lot, on any street or elsewhere within the Association.

A junk vehicle shall mean a vehicle which, at the discretion of the Board, appears to be damaged, lacking a current license plate, or unacceptable in appearance, which has not been moved for a period of two (2) days or longer. If not moved within seventy-two (72) hours of Owner notification, the vehicle can be towed at Owner's expense.



- No automotive mechanical work or painting of vehicles whatsoever will be performed outside of garages. Washing or polishing of vehicles is permitted in driveways.
- The driveways and parking areas around the community have been designed for automobiles or pickup trucks only. Heavily-loaded trucks or moving vans should remain on the main roads to avoid causing irreparable damage to the driveways and asphalt parking areas. Any damage resulting from unauthorized vehicles will be repaired at the expense of the Owner and/or occupant.
- No parking shall be allowed in any fire lanes or other marked, designated or restricted areas of the streets.
- The open parking spaces are for visitors and guests on a first-come first-served basis. These open spaces are not intended for Owner use on a regular basis, as the Owner should be parking inside the garage or in the driveway. No vehicle shall park in the open spaces for more than forty-eight (48) consecutive hours.
- Garage doors shall be closed at all times except when being actively occupied, used for ingress or egress, or when opened no more than 12” for ventilation.
- Any vehicles which are parked illegally or in violation of this rule or the Association’s Governing Documents may be towed or removed by the Association at the Owner’s expense.
- Notwithstanding the foregoing, emergency motor vehicles are permitted in the unit Owner’s driveway and visitor parking spaces if the emergency motor vehicle meets each of the following requirements:
  - i. The emergency motor vehicle is required by the unit Owner’s employer as a condition of employment;
  - ii. The emergency motor vehicle weighs ten thousand (10,000) pounds or less;
  - iii. The unit Owner is a member of a volunteer fire department or is employed by an emergency service provider;
  - iv. The emergency motor vehicle has some visible emblem or marking which designates it as an emergency vehicle; and
  - v. The parked emergency motor vehicle does not block emergency access or prevent other unit Owners from using the street.

For the purpose of this rule, an “emergency service provider” is defined as a primary provider of emergency firefighting, law enforcement, ambulance, emergency medical, or other emergency services. The parking of an emergency service vehicle shall not obstruct emergency access or interfere with any reasonable need to other unit Owners to use the streets, driveways, extending into other parking spaces or to denying other Owners use of parking spaces or visitor parking.

### Parking

Vehicles must be parked in a designated parking space, driveway or garage area. No owner shall use the street, the driveways, visitor parking areas or overflow parking areas for storage of a vehicle of any kind. No vehicle of any type shall be parked in the confines of the complex for accomplishing repairs or reconstruction thereto except for emergency repairs and then only to enable the movement of the vehicle.

Any vehicle parked in a fire lane, in a designated no parking area, blocking a parking space, garage or driveway in violation of the CC&R’s and Rules and Regulations, or constituting a threat to the

safety of the community may be immediately towed as provided by law, without further notice. Vehicle owners assume the risk and shall be liable for all fines, towing, and attorney's fees incurred in any violation without liability to the Association.

Parking spaces marked "visitor" are for the exclusive use of guests and are not to be used by owners/residents. Parking spaces marked "visitor" are for the exclusive use of short-term guests and are not to be used by owners/residents. Guests staying for periods of more than seven (7) consecutive days must contact the Property Manager for special permission. A request for special permission shall include the vehicle description, license plate number, and the address of home being visited and the duration of the intended visit. Vehicles in the community for more than twenty (20) days will be considered resident vehicles and may not be parked in visitor spaces.

### Recreational Vehicles / Commercial / Other

No commercial type of vehicle, trucks, motorcycles, towed trailers, or recreational vehicles shall be stored or parked within the confines of the community except in a garage. A recreational vehicle shall include motor homes, motor coaches, buses, and pickup trucks with camper tops or similar accessories, camping trailers or trailers of any kind.

Trailers, boats, motor homes and commercial vehicles may only be parked temporary (not to exceed a twenty-four [24] hour period) for loading/unloading, deliveries or emergencies.

All vehicles must display current registration and be in operable condition (tires must not be flat, all glass in place, no leaking fluids, be able to be moved under its own power, etc.). Any vehicle not moved under its own power for a period of five (5) days may be considered abandoned and will be reviewed for any conditions listed above. If a vehicle is not driven daily, it must be moved off site after five (5) days for a minimum of twenty-four (24) consecutive hours. The Board or its property manager shall make the determination of an unlicensed, inoperative, or unused vehicle in their sole discretion.

### Vehicles

All vehicles shall meet local noise requirements; automobiles, motorcycles, scooters or other registered vehicles must have mufflers in good working condition. Vehicles also must be properly maintained and not create a disturbance or annoyance to others. Oil changes, brake replacement, fluid changes or other more involved vehicle repairs are not permitted within the community. Any damage caused to the community by improperly maintained vehicles may be repaired by the Association and billed to the owner of the Unit upon providing the owner with notice and 10 days to repair. The number of vehicles permitted in any parking space at any given time is limited to one (1).

### Garages

All garages must be kept sufficiently clear to allow the parking of the proper number of designated vehicles, meaning two (2) cars for a double stall garage. Garages will not be used as a primary storage area, living areas or for any other activity that would prohibit the parking of the proper number of vehicles. The community parking spaces were designed with the understanding owners

must use their garages as a primary parking space first. Accordingly, garage owners must park their vehicle(s) in the garage. All garage doors must always remain closed except for ingress/egress.

## PETS

Residents shall be permitted to have not more than two (2) dogs or cats, **each not to exceed an adult weight of forty (40) pounds**. All pets are to be bona fide household pets and not kept for commercial or breeding purposes. The Association may adopt rules to regulate or even prohibit any of the above types of pets. Vaccinations and Licenses: Pet owners shall ensure their pets are vaccinated and licensed in accordance with all State, City and County ordinances.

- No pet shall be permitted to run loose anywhere in the community.
- No pet shall be permitted to defecate on the walks, driveways, landscape areas, or elsewhere about the buildings and grounds without it being cleaned up immediately.
- No pet shall be allowed to damage the grass, trees, shrubs, or any other portion of the Common Area. Owners failing to clean up after their pet and dispose of the feces in the dumpster may be fined on the first offense. No pet shall be permitted to bark, howl, whine excessively or otherwise create any obnoxious sound, odor, or disturbance.
- No pet shall be leashed or tethered to any object on the Common Area including, but not limited to trees, mailboxes, lamp posts, shrubbery, utility meters, tether anchors, etc.
- No pet shall be leashed on the front porch or patio of a Unit unless the owner or other responsible person is present; the leash shall not extend into the Common Area. Pets are permitted in fenced patios or decks provided no inhumane conditions exist and no nuisance is created.
- No pet shall be left outside any Unit or otherwise left unattended.
- All pet(s) must be on a physical leash in the hands of the owner or responsible person. Electronic collars are not considered a leash.
- If the Association determines a pet is an unreasonable burden or is a danger to the community because of a bite or attack, excessive barking, wildlife chasing or attacks, noise or other activities, the Association may require the owner of the pet involved take measures to mitigate or eliminate the problem, including permanent removal of the identified pet from the home. If an owner has more than one dog/pet and the individual dog/pet causing the violation cannot be determined, the owner may be subject to remove all pets from the home.
- No pet(s) shall be kept for breeding, boarding, or any other commercial purposes. Other Household Pets may be but are not limited to: dogs, cats, snakes, birds, reptiles, guinea pigs, hamsters, ferrets, gerbils, etc.

### Owner's Duties:

The owner of any pet shall assume any and all liability for the pet and its compliance with the governing documents. The owner of a pet hereby releases the Association, its agents and representatives, from any claims regarding such pet and shall indemnify and hold the Association, its agents and representatives, harmless from any and all liability for bites, enforcement of this Rule, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees,

relating to the pet. The owner of a pet shall insure that it is kept in a clean, quiet and controlled condition. An owner of a Unit shall advise his guests, occupants or tenants of the governing documents, and any future Rules and Regulations, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any persons' dogs or pets from the premises if any violations occur. Any person entering the community shall be deemed to be aware of the governing documents and to agree to comply fully and promptly with these requirements.

## **SIGNS & OTHER DISPLAYS**

### **For Sale / For Rent Signs**

No signs shall be placed in the Common Area, entrances to the community, or any other portions of the community. Two (2) professional real estate "For Sale" or "For Rent" signs are permitted to be displayed with one (1) sign outside the residence adjacent to the front door in the rock border area and one (1) sign inside the residence, displayed in the window of a residence. Open house advertisements are permitted in the front of the subject residence and in the Common Area during the hours of the open house.

### **Political Signs**

No forms of political signs may be displayed earlier than forty-five (45 days) prior to election day and seven (7 days) after the election. The Association permits owners/residents to display a maximum of one (1) sign per candidate or issue, with the sign not to exceed thirty-six by forty-eight inches (3'x4'). No signs are allowed in the Common Areas.

### **Security / Alarm Monitoring Signs**

The display of a home security system sign, maximum of two (2), may be placed in the ground within two feet of the front/rear entrance doors. Small window stickers/decals are permitted.

### **The American flag, military service flags, sports team flags and holiday/seasonal banners.**

Colorado law prohibits the enforcement of any covenant or rule which bans the displaying of American and military service flags. Therefore, this rule sets forth the size, location and manner of display of flagpoles, the American flag, military service flags, sports flags, and holiday/seasonal banners consistent with Colorado law.

- A. American Flag – the flag of the United States of America.
- B. Service Flag – a flag bearing a star denoting any of the United States military services.
- C. Holiday or seasonal Banner – a flag or banner denoting any holiday recognized by the Federal Government, such as: New Year's Day; Martin Luther King, Jr., Day; George Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Christmas Day. Seasonal banners for summer, fall, winter or other events such as St. Patrick's Day, etc.

- D. Flagpole – Any pole on which to raise an American Flag, Service Flag or Holiday Banner. A “Freestanding Flagpole” is a Flagpole that is installed in the ground. An “Attached Flagpole” is a Flagpole that is attached to something other than the ground.
- E. Sports Banner or Flag – a flag bearing a sports team logo or name.

**Approval.** Any Owner or occupant desiring to install a Flagpole, an American Flag, a Service Flag, Sports Flag or a Holiday or Seasonal Banner to the Owner’s Unit shall do so in accordance with this rule. An Owner or occupant shall obtain written approval from the Association prior to installation of any Freestanding Flagpoles in accordance with any policy and procedure adopted by the Board pertaining to architectural review; provided, however, if displaying an American Flag or Service Flag only on Independence Day, an Owner or occupant need not obtain prior written approval.

Similarly, if displaying a Holiday Banner on that respective Holiday Banner’s denoted holiday, an Owner or occupant need not obtain prior written approval.

**Size and Location of American Flags.** An American Flag may be displayed anywhere on a Lot so long as the flag is no larger than 3’ x 5’ and is displayed in accordance with the section below. An American Flag may be displayed on a Flagpole, if the Flagpole follows the section below. American Flags may not be installed on the Common Area without the express written consent of the Association.

**Size and Location of Service Flags, and Qualification of Owner.**

- A. Only an Owner or occupant who is, or whose immediate family is, in the active, reserve, former, or a retired member of any military service, of the United States may display a Service Flag.
- B. Service Flags may be displayed on the inside of the window or door of a Dwelling Unit, in which case the Service Flag must be no larger than 9” x 16”.
- C. Service Flags may be displayed on a Freestanding Flagpole or on an Attached Flagpole attached to the Dwelling Unit. A Service Flag displayed on a Flagpole shall be no larger than 3’ x 5’.
- D. Service Flags may be flown on a Flagpole, so long as the Flagpole complies. Service Flags may not be installed on the Common Area.

**Size and Location of Sports Flags, Holiday and Seasonal Banners.**

- A. Sports Flags, Holiday and Seasonal Banners may be displayed on the inside of the window or door of a Dwelling Unit or Lot Improvement, in which case the Flag or Banner must be no larger than 9” x 16”.
- B. Sports Flags, Holiday and Seasonal Banners may be displayed on a Freestanding Flagpole or on an Attached Flagpole attached to the Dwelling Unit. A Service Flag and Sports Flag displayed on a Flagpole shall be no larger than 3’ x 5’.
- C. Holiday and Seasonal Banners may not be installed on the Common Area.

**Manner and Display of American Flags, Service Flags, Sports Flags and Holiday & Seasonal Banners.**

- A. Flagpoles.
  - 1. Freestanding Flagpoles may not be installed without the prior written approval from the Association.
  - 2. Freestanding Flagpoles must comply with the municipal height and setback limits.

- B. The American Flag must be displayed in accordance with the Federal Flag Code (P.L. 94-344; 90 Stat. 810; 4 United States Code Sections 4 through 10). The Federal Flag Code contains a number of requirements including, but not limited to, the following:
1. the flag should never touch anything beneath it nor be used as a drapery;
  2. the flag should never be fastened, displayed, or used in such a manner as to permit it to be easily torn, soiled, or damaged in any way;
  3. if the flag is no longer in a condition fitting an emblem for display it should be destroyed in a dignified way, preferably by burning; and
  4. the flag may only be displayed from sunrise to sunset unless properly illuminated during the hours of darkness. Any proposed lighting must be approved.