

# **Camelback Village Condominium Association, Inc.**

6015 Lehman Drive, Suite 205

Colorado Springs, CO 80918

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**These Rules & Regulations dated February 8, 2021**

supersede those dated September 16, 2016, January 5, 2016, April 1, 2014, July 17, 2010  
any and all previous Rules and Regulations

## **INTRODUCTION**

Acting on the authority granted by the Bylaws, Article IV, Section 3 (b) and the Colorado Common Interest Ownership Act in 38-33.3-302(1)(a), the Board of Directors is publishing this booklet with two purposes in mind:

To provide a set of guidelines that will address issues not specifically detailed in the “CC&Rs” and to present those and other guidelines in a clearer, more concise manner.

To do what the Board of Directors can to ensure that all Owners and residents are aware of the Association’s policies and procedures and information contained in this booklet.

## **I. ARCHITECTURAL CONTROL COMMITTEE (ACC): Actions Requiring Board Approval**

The (ACC) must approve any alteration to the exterior of any home. To obtain approval for such actions, owners must submit a written request to the Property Manager to include any brochures, colors, material details, drawings, etc. Owners are responsible for obtaining a receipt indicating the date on which they submitted their request. The Board, acting as the ACC, shall approve or deny all submissions within thirty (30) days from the submission date except when a request requires more investigation or other preparatory work where the Board will advise the Owner of the time needed to reach a decision. In such a case, the submission will be deemed to be denied until the investigation is complete. Examples of this include the installation of new windows, patio or entry doors, satellite dishes, garage divider partition walls, or any change to the rear patio area. If you are unsure about any item or request, it is your responsibility to contact the Property Manager. No individual will replace, alter or tamper with any furnace, air conditioner, garage door, or water heater. These are commonly owned appliances and are the sole responsibility of the Association. If an owner is considering installing a garage partition wall, the owner must contact the owner of neighboring garage spaces. NOTE: the walls do not have to be finished on both sides.

## **II. USE OF COMMON AREAS**

No sidewalk, driveway or entrance hall shall be used for any purpose other than ingress or egress to units or garages. This includes all backstairs and entryways.

### **Common Areas:**

The grass areas may be used by residents and visitors for recreational activities as long as other residents are not disturbed. If requests are made for quiet, we would ask that the users comply with the request. Personal possessions (stereos, tools, bicycles, patio furniture, tents, toys, BBQ grills, etc.) must not be left in the Common Area, including parking areas, streets or sidewalks. The Association disclaims any and all liability for any article left in any of these areas or any resulting injury.

Recreational games and sports, motorized scooters, roller blades, skateboards and street hockey are prohibited. Owners are encouraged to utilize off-site facilities or city parks. Owners, tenants, guests, and their family members are not allowed to conduct recreational activities or participate in other types of activities so close to the buildings or parked vehicles as to create a danger to the structure/ vehicle or cause Common Area or personal property damage.

Residents and guests are not permitted to climb/walk on roofs (of Dwelling Units, structures on Common Areas), garages, fences and/or retaining Flagstone walls or any other Common Area. Owners are responsible for any damage to any property (landscaped areas, structures and sprinkler apparatus, etc.) or injury to guests, tenants, etc., due to their own actions or actions of their family members, residents, contractors, guests, pets, etc. The Association disclaims any and all liability for any such activities conducted in the community.

Any trash dropped or liquid spills caused by an owner/renter/guest in entryways shall be cleaned up promptly by the person(s) responsible. Failure to do so in a timely manner or after notice will result in the clean up fees being billed directly to the owner.

### **III. PARKING / GENERAL VEHICLE INFORMATION**

Vehicles must be parked in a designated parking space or garage. No owner shall use the street or the 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 the purpose of 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 or garage 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 attorneys fees incurred in any violation without liability to the Association. Parking spaces marked "guest/load – unload area" are for the exclusive use of guests and are not to be used by owners/residents for parking.

#### **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, fifth wheels 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 or other situation. 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.

**Speed:**

Vehicle speeds (including residents, guests, vendors and contractors) shall not exceed 10 m.p.h.

**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).

**IV. PETS**

The Association has encountered difficulties with dogs and cats, including damage to the Common Area, defecation, barking and noise, dogs running loose on the Common Areas, and risk of injury to children and other persons. These Rules and Regulations are necessary for the health, safety, welfare and comfort of the Association. The Board has adopted the following rules and regulations:

- Prior to bringing a pet into the community, a Pet Permit must be obtained from the Property Management Company;
- No pet shall be permitted to run loose anywhere in the community;
- When outside, all dogs and cats must be on a physical leash and be in control by the owner or responsible person; no pet shall be chained or tethered outside any Dwelling Unit unless the owner is present; no pet shall be left outside unattended for any reason;
- If a pet is tethered while an owner is outside on a patio or deck, the tether should be removed when the pet is taken inside;
- 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 immediately may be fined on the first offense. If such offense occurs a second time, the owner will be compelled to remove the pet from the community.
- No pet shall be permitted to bark, howl, whine, or otherwise create any obnoxious sound, odor, or disturbance.
- No pet(s) shall be kept for the purpose of breeding, boarding, or any other commercial purposes.

The Association requires registration of dogs and cats through the Pet Permit process, and may require a pet security deposit if deemed necessary. All pets must be vaccinated and licensed or tagged according to current city ordinance.

## **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.

The owner of a pet agrees the Board may revoke the Pet Permit if there is any infraction of the governing documents and may require immediate removal of that animal. In addition, the Board may adopt general prohibitions in the future of all dogs or cats or types of dogs or cats. An owner of a Unit shall advise his or her 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 person's dogs or pets from the premises if any violation occur.

## **V. MAINTENANCE**

### **A. 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:

- Exterior stucco and wood surfaces of the home to include stucco, soffit, fascia and other wood trim components of the surface;
- All furnaces, hot water heaters and the air conditioning units (plus servicing of the furnaces once a year – new filter, cleaning, etc.),
- The front main entry doors leading to the entryway;
- The entry door leading to the crawl space;
- The rear entry door leading to the two (2) upper units – this door is keyed alike for all of the buildings and owner's are not to rekey this lock;
- Common entryways: the stairs, walls, light fixtures, paint, windows, etc.;
- Rear patio fences and gates;
- The garage door and metal track system;
- Upper rear balcony units, to include the stucco, handrails, flooring, carpet, etc.;
- The entire roofing system of the Buildings and garages to include the wood shake Mansard systems (the shingles, vents, flashing, felt and decking material). Owners are not to enter upon the roofing system for any reason;
- The entire gutter system and its related components for the Buildings and garages (downspouts, tip-outs, flashing, etc.);
- Light fixtures/bulbs: the front and rear light fixtures and light bulbs to include the stand alone Common Area lights;
- Front entryways: all the concrete, steps and stoop; any handrails and railings and support columns and the roof overhang structure;
- Outside water spigots that are not located in a rear patio area;
- In general, most items outside the home on the exterior surfaces (excluding owner items);

## **Maintenance of Common Area:**

The Association shall be responsible for the landscaping and maintenance of the Common Area, and shall have the grass, weeds, trees, and vegetation cut and/or trimmed when necessary. Other Common Area items include the sprinkler system and its related components (above and below ground), underground utilities located in the Common Area until such facility enters the home, the asphalt streets, parking areas and foot path, the concrete curb & gutter, all sidewalks, front steps and stoops [only if this is on Common Area and not a rear patio], all light poles, exterior security lighting, fire hydrants, trash enclosures (underground), rear patio perimeter fencing, all landscaping and vegetation (rocks, edging), and other items not specifically listed above that are outside the confines of each home. No Owner shall change the landscaping adjacent to his or her unit without the prior approval of the ACC. If an owner or resident causes any damage to Common Area property, he/she will be subject to all associated replacement, repair and/or cleaning costs, etc. Any outdoor flower pots and stands at front entries placed there by residents should be tasteful and be in good repair and be watered and maintained by that owner. All flower pots, stands, holders, containers, etc., must be cleaned out and stored inside the home during the winter.

## **Interior Damage from Exterior Leak:**

Interior repair shall include, but not be limited to, the repair of any damage resulting from roof, plumbing penetrations through the roof or other exterior or ground leaks, if the source of the leak is found or determined to be an Association maintained responsibility. If the Association is performing maintenance, repair, or emergency replacement of the Common Area or other area for which the Association is responsible and interior 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 it.

## **B. Owner Responsibility**

**Maintenance of Dwelling Units and Rear Patios:** Owners are responsible for the maintenance, repair, and replacement of the improvements and properties located within their home boundaries, which are not specifically the obligation of the Association to maintain, replace, or keep in good repair. Owners shall also maintain the interiors of their homes so as not to create a nuisance to or damage the Common Area or other homes or create an unsightly condition from outside the home. The Owner shall maintain the interiors of each home, to include all utility fixtures, the rear patio, upper balcony and garage in a neat and attractive manner thereof.

**Owner Responsibility:** (some of the more common items but not an inclusive list)

- All windows, glass, casings, locks and related hardware, all framing and window screens;
- The Thermostat in the home;
- All primary entry doors to the home, front/rear, any storm/screen doors and their related hardware and framing (NOTE: common entry doors are maintained by the Association);
- All interior walls, including the surface materials such as plaster, drywall, paneling, wallpaper, paint, tile and carpeting, all ceilings and floors;
- Any fireplace, whether wood or gas, all related components including the flue and firebox (excluding chimney caps). Each owner is responsible to have wood burning fireplaces cleaned and/or inspected each year;

- All electricity, water, gas and sewer line utilities at the point where they enter the home, dryer vent - each owner is responsible to have the venting cleaned and/or inspected each year; telephone and television cable lines, any communication or other service receptacles and/or boxes, outside water spigots within the rear patio area, exterior electrical outlets in the rear patio area, the doorbell;
- The Association will maintain all extensions that exit the roof system that serve one or more units (furnace vents, pipe jacks, chimney cap, etc.). Owners are not to enter upon the roofing system for any reason;
- Rear patio areas, any concrete stoops, concrete slab, stairs and any item installed within the confines of the rear patio (concrete, any landscaping, drainage, etc.), this includes the entire patio structure (to include any owner modifications);
- Any exterior improvements made to the home or patio, including but not limited to patio extensions, Flagstone or pavers or any modifications to the patio;

If all owners who reside in a Building agree to share in the total costs, they may upgrade the Common Entryway after submitting their plans for ACC review. Items such as different paint colors, removal of carpet, tile installations and new handrails are common projects performed.

In addition, each Owner shall have the responsibility to keep the home in a neat, clean and sanitary condition. The maintenance and repair of the interior of each home shall be the responsibility of the Owner to perform his or her responsibility in such manner so as to not unreasonably disturb other persons in other homes. The Owner shall maintain the exterior rear patio (except the fence and gate) in a neat and attractive manner. An owner shall not paint or change the appearance of the exterior of his or her home without the prior written approval of the ACC. To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

### **C. Garage Doors / Hardware:**

Owners are responsible for any garage door opening system, locks or related hardware. 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, light fixtures, the storage area and doors and divider partition walls in the garage. If an owner fails to maintain any portion of the garage, the Association will notify the owner and provide a thirty (30) day period where all work must be completed. This will also apply if an owner damages the door or frame components. Any work performed by the Association will be billed directly to the owner. As noted above, the garage door and its supporting framing components are the responsibility of the Association for maintenance and replacement, which includes the metal door tracks.

### **Garages / Storage & Use:**

All garages must be kept sufficiently clear to allow the parking of the proper number of designated vehicles, meaning one (1) car for a single stall garage or two (2) cars if you own two garages. Garages will not be used as a primary storage area, living area 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. Owners may park a motorcycle or other currently registered/licensed vehicle (scooter, moped) in the garage in addition to a vehicle but both vehicles must be able to reasonably fit in the garage space. Any vehicle stored inside a garage must be kept in operating condition, have current registration, good tires, no broken glass, etc.

All garage doors must remain closed at all times except for ingress/egress. Any owner wishing to add a partition wall must submit a detailed ACC request for review prior to beginning any work.

No noxious or offensive activity shall be carried on in any garage or garage storage area, nor shall anything be done or placed in any garage, which is or may become a nuisance, fire or chemical hazard, is an insurance concern or cause embarrassment, disturbance, or annoyance to others. Food items are not permitted to be stored in the garage unless placed in a “rodent proof” container.

#### **Sharing of Repair and Maintenance:**

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall. This applies to interior divider garage and storage area walls. If a common wall is shared, the fees related to its upkeep, repair, and/or replacement are to be divided equally by each Owner.

### **D. Windows & Doors / Windows & Doors – Frames:**

Owners have the responsibility of replacing all windows and doors, including the frames and hardware. The approval of the ACC must be obtained prior to any replacements. When replacing windows, all windows on the front and/or back must be done at one time (all windows, all on the front or all on the back); replacing one window on the front or back is not permitted.

#### **Windows – Glass:**

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

#### **Window coverings:**

Anything other than serviceable blinds, curtains, drapes, interior shutters, window quilts, blinds and sunshades are not permitted as window coverings. Owners are not permitted to use sheets, towels, tinfoil, cardboard or other coverings that are not intended as a reasonable window blind.

### **E. 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, 448-4800. If it were determined that the cause of the emergency lies within the confines of that home or extension of utilities, that owner would be responsible for effecting repairs.

**Sewer Care:** No one shall dispose of sanitary napkins, tampons, paper towels or disposable diapers in the toilets. Owners are discouraged from using garbage disposals. An example would be in the event of a sewer line backup, if the blockage was found to be within the boundary of the home or the block was in the service line for the home prior to the “main” line in the Common Area that owner would be responsible for the repairs. If an owner disposed of food or other items which caused a blockage prior to the crawlspace line, that owner will be responsible for repairs and any damage to neighboring units.

If the blockage were found to be outside the confines of the home 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 Dwelling Unit or other areas for which the Owner is responsible if the damages resulted from a backup in the Common Area.

#### **F. Board Determination of Maintenance Responsibilities:**

The Board shall exercise reasonable business judgment in determining the respective maintenance responsibilities of the Association and the Owners. Determination of whether such repair or maintenance is the obligation of the Association shall rest solely with the Association, which shall have the sole responsibility for determining the kind and type of materials used in such repair and maintenance. Decisions by the Board shall be final. The Board may make such decisions either by Rules and Regulations or by decisions made in particular instances.

### **VI. LIMITED COMMON ELEMENTS (Patios, Balconies)**

Nothing will be placed on balcony railings such as flower pots, decorations or any item which may fall off or become dislodged. Airing clothing from balconies, patios or fences is not permitted. No rugs or dust mops shall be cleaned from the balconies. Nothing will be placed on the balcony that is visible above the railings or detracts from the overall appearance of the Buildings.

No more than 100 lbs. of firewood will be stored on the upper-level balconies; and it should be stored as far away from the structure as possible, so it's not under the shake mansard area.

Owners/renters of units (having exclusive use of patios) shall be responsible for trimming all shrubs to provide access to air conditioners, building and patio fences.

Alterations or additions to patios require the written consent from the Board of Managers (for example, extensions of slabs or patio awnings, etc.). Owners and subsequent owners are responsible for keeping alterations in good repair or to return the property to its original status.

Residents must keep their porches, patios, and decks neat, clean, and free from debris. This includes (but is not limited to) immediate pickup and removal of animal excrement and removal of personal items. Storage of personal items on porches, decks, or patios is prohibited with the exception of reasonable patio furniture specifically designed for outdoor use. No trashcans or storage of trash is permitted.

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 insect or other parasitic infestation, as determined by the Board.

#### **A. Barbecue Grills:**

Owners can only use an electric powered type of cooking apparatus (grill) on upper level balconies due to their proximity to the structure and wood shake shingles. Owners can use a propane cooking apparatus (propane gas grill) on lower level patios. The unit must be placed and used at least ten feet (10') away from the home and in such a manner to prevent damage (smoke or fire) to surrounding structures or disturbing surrounding neighbors. Propane tanks, if stored, should also be at least 10' away from the structure. Only one (1) propane or electric barbecue grill is permitted per unit. All other forms of cooking apparatus, charcoal grills, smokers, etc., are strictly prohibited. Anything that could pose a hazard or attract insects is strictly prohibited. Bird feeders must be located above a hard surface to prevent weeds and to aid in cleanup to prevent attracting rodents.

## **B. Statues / Figurines / Mini Decorations:**

Items such as small animal figurines, small portable waterfall units, small lawn ornaments, etc., may be displayed on a front or rear patio if they are not attached to the structure, wood fence or upper balcony wood railing. A reasonable number of items, not to exceed 5, may be placed on the patio or concrete surface and should be kept in a clean and attractive manner - as determined by the Board of Directors. Wind chimes are not permitted. The intent of this Rule is to allow owners to display small, personalized items that allow individuality, but that do not detract from the overall pleasing aesthetics of the community.

## **VII. GENERAL RESTRICTIONS**

### **Quiet Hours:**

Quiet hours, as set forth by current city ordinance, are from 10 p.m. through 8 a.m. At all times, residents shall take care to not disturb their neighbor's right to the peaceful use of their property and the neighborhood. 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 Manager.

### **Noise / Offensive / Hazardous Activities:**

No noxious or offensive activity shall be carried on in any Dwelling Unit, nor shall anything be done or placed in any Lot, 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 [such as 500 watt outdoor spot lights, etc.]. 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 Lot that is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or automobile that is unreasonably loud or annoying; and no odors shall be emitted from any Lot that are noxious or offensive to others.

If an owner or resident is performing interior remodeling it is strongly suggested that a professional contractor is used to test the materials in the home for hazardous substances such as Asbestos before beginning any work.

### **Trash:**

Trash pickup is Tuesday. Trash is picked up throughout the complex from the in-ground containers behind the homes and placed at the front gate. If the trash can size is inadequate to contain the amount of trash; any excess must be taken to the fenced in enclosure near the manual entry/exit gate. Residents are responsible for the disposition of all trash which will not fit in a trash bag. All boxes and containers must be broken down and be able to fit in a totter. No hazardous materials (i.e. car batteries, oil, auto parts), furniture or other items too large for pick-up shall be disposed of in refuse containers. Trash shall only be placed in the approved containers (rear yard can or totter); trash must be in sealed bags and shall not be set outside in a patio area or outside the totters.

**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.

**Antenna / Satellite Dish:**

Installation of antennas/satellite dishes is permitted; however, the mounting location is not permitted in the roofing system/area or to any stucco surface. Please contact the Property Management Company for further information and assistance.

**Mailboxes:**

Mailboxes are the property of the Association. If you have a problem with the lock, please call the Management Company.

**Pest Control:**

The Association provides for the treatment and/or removal of nuisance, biting, or stinging insects/animals, including bees, hornets, wasps, skunks, snakes, and squirrels. Pests not covered are mice, ants, and gnats. For any animal or insect not specifically listed, the Board will use its discretion on a case-by-case basis and decide if the Association covers the removal/treatment.

**Home or Other Business:**

No business activity of any kind shall be conducted in any Unit or any other portion of the community, except that permitted by the Association permitted to the extent they do not: 1) 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) Infringe on the peaceful enjoyment of the immediate neighbors, specifically or the community in general, 4) involve regular use of any guest parking space(s) even temporarily, as in dropping off or picking up clients, patrons, patients, customers or students, 5) Engage in day care activities having more than one child that is not related, regardless of age and 6) Engage in repair/restoration services, like wood working, automotive, etc.

**Insurance:**

The Association carries a master property damage policy on the Buildings and Improvements. For questions regarding the Master Policy, please contact the property manager. If an owner has a claim that the owner believes to be covered by the Association's master policy, the owner must contact the property manager regarding the subject matter of the claim. If the subject matter of the claim falls within the Association's insurance responsibilities, the Association will submit the claim to the insurance carrier, provided the cost of repair is likely greater than the deductible.

The Association will absorb the deductible for any covered loss, unless the damage is caused by the negligent or willful act of an Owner, his family members, tenants, contractors, guests and/or other occupants of the Owner's Lot, as determined by the Board.

In this event, the Owner will be solely responsible for the payment of the deductible (or, if paid up front by the Association, for immediate reimbursement to the Association).

All owners should have a HO-6 or Form 6 Homeowners policy that includes a provision called Coverage A - Dwelling. This is the policy provision that should allow unit owners to cover their responsibility for the Association's deductible or by another provision called Loss Assessment. It is strongly recommended that each unit owner contact his/her Homeowners insurance carrier to determine what Dwelling and Loss Assessment coverage is included in their HO-6 policy and how their carrier recommends providing coverage for the deductible.

Each owner is responsible to obtain adequate insurance coverage for personal belongings, improvement and betterments made to the home and for their own personal liability. Tenants are responsible for obtaining renter's insurance.

#### **Lease / Rental:**

No homes shall be leased for less than six (6) months. Short term, daily and multi-day, hotel type leases and subletting are not allowed. After the completion of a full 6-month lease term the same tenant may extend the lease on a month-to-month basis. The owner must advise the Association of the owner's off site address or Property Management Company contact information and provide a copy of the required signed Addendum stating the owner and tenant(s) comply with all the terms of these Rules. The owner shall provide all tenants(s) with copies of the Rules and Regulations; a request for a Pet Permit if necessary, the CC&R's and inform said tenant(s) that all of these rules and restrictions also apply to the tenant.

Owners must submit a completed Addendum form as a part of the signed current Lease to the Association upon execution of a new lease, any renewal or extension or change in tenant or occupancy.

Owners shall furnish the Property Manager with all contact information for management records (Gate Directory Software and the Association telephone directory; which are for Association use only).

Any lease agreement shall provide that the terms shall be subject in all respects to the provisions of the CC&R's, Rules and Regulations, and that any failure by the tenant to comply with the terms shall be a default under the lease and may be grounds for eviction by the unit owner. A month-to-month rental option is permitted.

#### **Utility Misuse & Waste:**

Any owner/resident found to be improperly wasting utilities (water or gas) will be subject to reimbursement and other enforcement means as determined by the Board of Directors. An example would be using water excessively which drains the hot water heater for the building or leaving a door or window open which causes the furnace to run more than a reasonable amount.

## **VII. SIGNS & OTHER DISPLAYS**

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

No signs shall be placed in the common areas, entrance to the community, or any other portion of the community. No signs are permitted to be displayed inside the windows of a unit. Owners may place advertisement and or flyers in the guard shack only at the main entry. Open house events must be coordinated through the Property Manager which will require entry gate programming and directional signs are only permitted during the hours of the open house.

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

Small window stickers/decals are permitted.

## **VIII. AMENDMENT AND GENERAL PROVISIONS**

### **General:**

The Board hereby reserves the right, at any time, and from time to time, to modify, amend, repeal, or recommend amendments to these Rules and Regulations in accordance with the CC&Rs, the Articles of Incorporation and Bylaws of the Association, and applicable law. Failure by the Association, the Board, or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereto, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Rules and Regulations or the intent of any provision hereto. The Association shall be entitled to recover its attorney's fees and expenses in any enforcement of the CC&R's or these Rules and Regulations, or both.

## **VIV. PROPERTY MANAGEMENT**

Call, or forward in writing, all work order requests to Z&R Property Management at 6015 Lehman Drive, Suite 205/ Colo. Spgs. CO 80918.

Office: (719-594-0506) / Fax: 719-594-0473

E-mail: [Derek@ZandRMgmt.com](mailto:Derek@ZandRMgmt.com).

All complaints must be in writing and mailed or hand delivered to the above address.

These Rules and Regulations were updated and approved by the Board of Manager's on January 28, 2020 and will become effective on February 8, 2021.