

Rules and Regulations
Supplement to Declarations and Bylaws
Canterbury Homeowners Association
September 2017

The Homeowners Manual provides specific information about your Canterbury Homeowners Association (CHOA). The following Rules and Regulations also provide specific guidelines for the aesthetic quality of buildings and landscaped grounds, clubhouse, other amenities. These Rules and Regulations are derived from the Declarations of Covenants, Articles of Incorporation, Conditions and Restrictions, as supplemented by the By-Laws when you purchased your home.

The Homeowners Manual contains the governing documents and the Rules and Regulations. The Declarations provide a master plan for the ownership of your townhome in which you live, own or rent, and for your co-ownership of the common area of CHOA . They also provide management guidelines for the CHOA Board of Directors, and outline not only specific legal requirements but also certain guidelines that are consistent, harmonious and acceptable for the entire community. The By-Laws set forth for the terms of operating the CHOA (Canterbury Homeowners Association). The Rules and Regulations expand upon the Declarations and Bylaws.

The Association is comprised of **each homeowner who is automatically a voting member, with one vote per unit.** The information contained in the homeowners manual applies to owners, renters and other occupants, however, only the owner may vote on Association issues. An owner who rents their unit is responsible providing a copy of the CHOA Rules and Regulations as well as advising their tenants of the obligation to follow the contents of this manual and other governing documents, as well as notifying the CHOA's managing agent in writing about changes in tenancy. In the event of emergencies or problems with the complex which are not criminal in nature and do not require police assistance, call Z & R Property Management at 719-594-0506.

The Board of Directors of the Canterbury Homeowners Association establishes the following Rules and Regulations as an extension of the Declarations, Articles of Incorporation and Bylaws. This action is taken pursuant to the Declarations, Articles of Incorporation and Bylaws. If there are any conflicts between these Rules and Regulations and the Declarations, Articles of Incorporation and By-Laws, those documents will govern respectively.

1. **Canterbury Homeowners Association (CHOA)** CHOA is a non-profit Corporation chartered under Colorado law. Its purpose is to perform for the owners those maintenance and management responsibilities described in the Declarations, Articles of Incorporation and Bylaws.

2. Services Provided To All Homeowners And Renters

- a) Lawn care: watering, feeding, weeding and mowing.
- b) Trash collection
- c) Snow removal
- d) Roles and grounds clean up the repair
- e) Building exterior maintenance: painting, repair of exterior chimneys and roofs, gutters, Downspouts, building surfaces and other portions of the common element.
- f) Common area, Building and other insurance.

Note: Maintenance and repair/ replacement of skylights, windows and doors are the responsibility of the homeowner.

3. **Assessment for Services** Service is funded from monthly HOA fees paid by each unit owner. The assessment is mandatory and if not paid when due by the 1st of each month, could result in suspension of voting rights/ or privileges to use Common Use Areas and a lien is placed against a unit, it may result in late fees, legal action at other sanctions, including termination of any and all Association rights, privileges, and services.

4.General Definition of Common Area Basically all land and

improvements, except property described in the homeowners Deeds of Trust, constitute the Common Area. It includes but is not limited to walks, drives, lawns, shrubs, and exterior portions of the unit buildings, please refer to the Declarations, Article I, Section 4; article IV, Section 2, and Article VI, Section 1.

5.Conclusion This is **your** community. The success of your Association depends on the concern and participation of each individual. The Canterbury Townhomes is an excellent community being maintained and operated with your best interest in mind. *Your support is absolutely essential.* The Declarations and Bylaws contain many governing instructions design to make our quality of living in our community highly enjoyable for everyone. Please read, understand, and comply with CHOA Rules and Regulations. If you have any questions or problems concerning your home, please contact any member of your current Board of Directors.

Clarification, Expansions and Condensations

1. Enforcement, Authority and Procedures

Section 1. General. The Declarations of the Association, Article VII, Restrictions specify some guidelines to facilitate harmonious living in the Canterbury community. Those guidelines provide the Board its means to clarify, expand, explain and enforced those guidelines.

Section 2. Enforcement Body. The Board of Directors, using its authority to initiate actions as the governing body of the association, having been duly elected by the membership, is the designated enforcement body for CHOA; as such is the power to investigate; warn; enforce; direct various communications explaining both the restriction and perceived infraction be issued; and issue **finer**, all other direction or written communication to correct any infraction, including fines of various amounts, as described later in this statement.

Section 3. Procedure for Violations. These are the procedures described in this section shall apply to any alleged violations of the CHOA Declarations, By- Laws, or Rules and regulations, except and excluded non-payment of assessments or other sums.

(a) Complaints: Complaints of any violation may be presented to the Board via email, in writing, or orally by any person at any Board meeting. **Photo documentation (if applicable) may help to state your case.** Please contact a Board member for current meeting and time. Complaints are not to be aired at a single Board member's home and should be presented at the homeowner's forum at the next scheduled Board meeting. Board members emails are on the CHOA Directory. The Board shall, at its discretion, determine whether or not the complaint shows cause for future proceedings. The Board shall not decide the validity of the complaint at that meeting, but rather shall set it for hearing at a later date, if it finds cause is shown that the offender has committed or permitted a violation.

(b) Notice: If the Board decides that cause has been shown for a hearing, it shall send a written notice by certified mail, return receipt requested to the alleged offender. The notice should indicate the time and place of the hearing, and any other information regarding violations and fines which the Board deems appropriate at his discretion. The notice shall be deemed to have been received by the alleged violator seven days after the mailing. The notice may be sent to the unit if the owner has failed to register a current mailing address. The notice may also be sent to the complaining party; as in the case of a tenant and also sent to the owner of the unit.

(c) Hearing: At the hearing, the Board may consider a written note or information submitted by the alleged offender or other interested party. Any legal or statutory rule of evidence and procedures shall not apply to the hearing, and the Board may restrict testimony or proceed in any manner or order, which it deems appropriate at its discretion. The Board may close the hearing to the public, or third parties that are not witnesses. The proceedings may be taped or otherwise recorded. The hearing may proceed even if the alleged offender fails to appear or refuses to participate or to submit information. The alleged offender may be represented by legal counsel and may cross-examine any witnesses presented at the hearing. After the hearing, and information provided, either orally or written, to the Board shall be

considered by the Board, by the majority vote. **If the alleged offender fails to appear or refuses to participate, that shall constitute an admission of the violation and authorize the Board to impose remedies.**

(d) Parties to Violations: Owner shall be responsible for violations committed by their agents or tenants; for example; pets kept by tenants, vehicle fluid spills on driveways or Common Areas, or signs of any kind. Violations simultaneously or separately come at actions against **one shall** not bar action against the other. The Board may contact the police and any action or decision about those parties should not bar the Board from proceeding.

(e) Fines and Sanctions: Any fine shall be both a personal obligation of the owner or violator or both, and an assessment creating a lien, which will be recorded against the unit that could result in foreclosure. The Board may notify any lender and credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fine. Any violation shall entitled the Board to recover from the owner or violator or both, is reasonable attorney's fees, court costs, interest, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.

(f) Substantial Compliance: Technical irregularities or defects in the complaint notice all other compliance with these sections shall not invalidate the proceedings or any fine or sanctions imposed. This rule shall be liberally construed to accomplish prompt, effective enforcement of the CHOA's Declarations, **Bylaws** and Rules and Regulations.

Section 4. Sequence of Actions. The Board may modify these guidelines, as it deems appropriate after the Board's decision regarding a complaint, the actions prescribed will be implemented.

(a) First-time Non-damaging Offenses: The alleged violator will be notified in writing to notify them that they are responsible for the infraction as a reminder. The specific infraction of the Covenants will be cited and timely corrective action will be requested.

(b) A Repeat Offense of the same Nature by the same Offender: Written notification will be sent to the offender, recalling the first offense, requesting

the offender to immediately cease the infraction and if not discontinued, loss of the following community privileges or fines will occur: loss of voting privileges; restricted use of Common Areas, i.e., the Clubhouse, Pool, and use of the community roadways. Suspension or termination of Association services, and subsequent fines or possible legal action will occur. Fines will be considered an additional assessment. Owners will be liable for costs of collection and attorney's fees as well as additional assessments.

(c) **In the event damage to Common Areas occurs:** To the extent of any unit as a result of an infraction, offenders will be assessed the dollar amount to repair damages incurred. Assessments, as a result of the Covenant infraction, will be added to the CHOA assessment fees.

Section 5. Table of Actions

Non-damaging offenses:

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| 1 st offense: | Written request to cease the Covenant Infraction, citing this specific paragraph. |
| 2 nd Offense: | Fine not less than \$10, not more than \$50 |
| 3 rd Offense: | Fine not less than \$50, not more than \$100 |
| 4 th Offense: | Lien against property, fine of \$100 |
| 5 th Offense: | Legal action to cease and desist, offender to pay all attorneys fees, and other possible monetary damages. |

Section 6. Extent of Violations: Each incident of each day of a continuing violation shall be considered a continuation of the source of violation, for which any maximum fine may be imposed. Violations are investigated with photo stamp documentation.

II. Pets

Note Declarations, Article VII, Section 5

Pets are restricted per the RESTATED DECLARATIONS OF COVENANTS, Article II.; Section 5, which states: “No horses, cattle, sheep, goats, pigs, rabbits, poultry or no other animals of any description shall be kept or maintained on any Lot except that Owners may keep, subject to the rules of the Association, dogs, cats, fish or other domestic animals which are bonafide household pets so as long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any of all applicable local ordinances and any rules and regulations of the Association.

Section 1. Control. Dogs and cats must be under positive control when outside the pet owner unit. Positive control is defined as being on a leash in the hand of a responsible person. Dogs and cats are not permitted to run loose in the community. The leash law of the city is applicable to this community and extends to cats as well as dogs. Should a pet defecate on the walks, roadway and parking lots, driveways, or landscaped areas or any of the common areas, the owner shall remove the pet waste immediately to prevent damages to the lawn of the Common Area. The Unit resident or Guest is responsible for immediate removal of pet waste, no matter the location on property or common grounds. Non-removal (failure-to-clean) of pet waste will be cleaned by the Board of Directors and will result in recovery of cleaning fees and **fin**es to be determined by the Board of Directors. Any damage to the common area by a Community member’s or their guest’s pet, will be the responsibility on the homeowner/tenant.

Section 2 .Pet Weight. Pets in excess of 30 pounds are prohibited and limited to 2 pets per unit. The Board of Directors must approve any exceptions. *For Service and ESA animals please see Section 4.*

Section 3. Pet Area Use. Decks, lawns and patios are not designed to be run areas or storage pens for pets. Pets will not be put on patios or decks without have an obvious and immediate supervision of a resident or guest. Chaining pets to trees, fences or other fixtures, permanent or temporary, so that they may have access to the Common Area is also prohibited.

Section 4. Service and ESA Animals. An individual who meets the criteria of the Federal Fair Housing Act if (FFHA) shall be entitled to apply for a service animal or an assistance animal to assist her/him with occupancy of the unit. Applicants for such accommodations must submit a written request on the associations form. Please know that THE INTENTIONAL MISREPRESENTATION OF ENTITLEMENT TO AN ASSISTANCE ANIMAL OR SERVICE ANIMAL MAY CONSTITUTE A CRIMINAL OFFENSE UNDER THE COLORADO STATUTES. (C.R.S.18-13-107.3 or C.R.S. 18-13-107.7). A medical verification is required from a doctor or mental health professional stating that the animal is medically necessary for treatment of the disability. The Board may consider variances of any Rule for Amended Declarations in order to comply with FFHA requirements.

III. VEHICLE OPERATION.

Note Declarations, Articles VII, Section 3(C) and 14

Section 1. Safe Operation. Extreme caution will be exercised when driving in the area. Weather conditions should govern operations as far as speed is concerned, but in no case will speed exceed the posted **7.5 MPH limit, firm.** Roadways are not permitted for the recreational activity of occupants and guests. Individuals that drive in excess of 7.5 MPH will face a hearing with possible fines. The Association operates under its Bylaws and Rules (rather than City Code) and so may determine excessive speed or unsafe operation by testimony of an observer rather than buy a radar gun or other device.

Section 2. Parking

(a) Parking by residents and guest will be done only in designated areas, or in the unit driveways so that the vehicle does not extend into the roadway, impede normal traffic flow or block driveway exits. Residents must use their driveways and garages to park their personal vehicles in order to provide maximum parking spaces for guests.

(b) Except for those areas generally designated as parking areas, all roadways in the Common Area defined as fire-lanes MUST remain free of parked vehicles at all times. Vehicles will be towed immediately without notice at the owner's expense from the fire-lanes. Any vehicle illegally parked will be removed and towed at the owner's expense. Warning or Notice will be posted on the vehicle. Also, this includes vehicles that are unsightly, inoperable or leaking fluids, unlicensed, parking in violation of the Covenants, or parked for an extended period of time in the Common Area parking areas. In all other areas, if vehicle is not remove within 72 hours of warning, it may be towed from the complex. Any removal or towing of vehicles shall be at the expense of the offending party, and the Association and Board shall have absolutely no liability for such expenses, any damage to that vehicle or any loss of personal property. Extended period means a vehicle that has not been moved for (3) three days. Actions to circumvent the intent of this paragraph, such as moving the vehicle from one parking space to another or any other capricious or auspicious act shall be considered the same offense if the same vehicle remains in the complex.

Section 3. Storage.

(a) Residents having more than two cars must park extra vehicles first in their driveway, if sufficient room permits; and second in the large lot of the eastern boundary of the community. If the resident uses the vehicle infrequently, that vehicle cannot be stored within the common area or guest /visitor parking. Storage arrangements must be made to maintain available parking space is free for guest at all times. If a vehicle such as an additional car, van, or pickup truck that cannot fit into a garage, arrangements must be made to store such a vehicle outside of the common area. The state of Colorado does not consider sports utility vehicles or (SUV's) as trucks.

(b) Garages will be used primarily to store vehicles only. In the event the unit cannot accommodate all the personal household goods owned by the resident, the garage shall not be used to store any overflow (of personal items) to the extent where it prohibits storing two vehicles in the garage. The resident must provide or utilize storage (i.e., basement/crawl space) so that the garage may hold the two vehicles, for which it was designed.

(c) Guest Parking and East Lot. Residents in units 5044-5060; 4843 and 4902-4942 **do not have driveways**. After using the garage to park 2 (two) vehicles in, they are approved to park their additional vehicles, respectively, in the east parking lot. All residents are permitted to use guest parking spaces for short term as long as it does not interfere with guest and visitor parking. Temporary parking in unit driveway short term is permitted overnight or up to **8** hours. If additional time is needed for parking (moving in or out in excess of the grace period of 2 weeks) prior notification to the Board via email requesting a variance is all that is required. If you are using your garage for any reason other *than* parking you may request a variance for short-term parking in the east parking lot from the Board of Directors. New residents will be permitted to use guest parking spaces for short term until they have all their belongings unpacked. This range of time shall not exceed two weeks.

Section 4. Illumination. Any resident noticing an inoperative light fixture that illuminates the roadways and parking areas should report this condition to the Maintenance Chairman or any current Board member. All external lights controlled by internal switches (Porch Lights) are the responsibility of the homeowner to replace or repair. All Pole lights and lights **controlled by an outside sensor** are **the responsibility of the HOA**

Section 5. Roadway Damage. Any damage to driveways, curbing, roadways, or common areas shall be the responsibility of the vehicle owner, whether they be the homeowner, tenant, visitor, or any contractor/company providing services to community members.

Section 6".DISCLAIMER AND RELEASE. All Persons covenant and agree, by their entry into the Community, that they are solely responsible for their own safety and security (and that of their family and guests). The Association, the Board, its officers, directors and employees

(collectively the “Association”) are NOT responsible for safety or security and are NOT law enforcement agents. All Persons should promptly report any threatened or actual criminal activity to the POLICE. The Association is hereby released by all Persons from any liability or claim for loss, damage or injury to any Person or property related to safety, security or criminal activity.”

IV. DECKS AND PATIOS

Section 1. General Use. Decks, patios and entryways may not be used as storage area or in any way that may distract from the appearance of the unit. The only exceptions are patio furniture, barbecue grills and planters. Cooking on barbecue grills shall not be done in a manner that is inconsiderate of other residents. Owners may have no more than two exterior barbecue grills and/or smokers stored and covered on the deck, provide that they are maintained in good condition and are operated so that smoke does not disturb other residents. Fire pits are not permitted unless they are gas/propane operated and approved by the ACC.

Section 2. Additional/Changes. Architectural Control Committee approval is needed for any additions/ changes to the outside walls of any building or unit. No blinds, shades, awnings or screens shall be attached to or hung, or used in conjunction with any deck, patio or window or door of any unit without ACC approval. Request for ACC Applications can be found on the **association's** website at canterburycs.com (under Doc, Forms and Info). Our residents shall use care in items or fixtures on deck or patio areas to ensure items are not blown from or fall from the same.

V. RESPONSIBILITY FOR OCCUPANTS/GUEST

1. Activity. The community does not have any recreational staff outside or recreational equipment for under-aged occupants and guests. They *must* be *carefully and closely supervised at all times*. They *must not be allowed to be left unattended anywhere within the community or the roadways*. Residents *must*

be responsible for and present while supervising any activity of their own as well as guests. Any activity involving bicycles, rollerblades, etc., must be supervised and is permitted on the tennis court. Skateboards are prohibited on the entire property.

2. Behavior. Residents are responsible for any damage done to the building exteriors, grounds, landscaping, light fixtures, pool, or Common Areas as a result of any activities by residing or guest occupants. The management agent will bill homeowner, if appropriate, for any damages done as result of any activity (i.e. broken windows, graffiti). Excessive noise as the result of any activity should be kept to a minimum as to not disturb or annoy residents.

VI. USE OF THE CLUBHOUSE

The clubhouse is the main feature of the CHOA amenities. As such, the CHOA wishes to take sufficient, reasonable steps to preserve its condition and appearance so that all community residents may enjoy its use. Help us to maintain the building health of our Clubhouse in your community by volunteering for the Clubhouse Maintenance Committee.

Section 1. General Use. The clubhouse will be used solely for the pleasure of the residents for **private (not public)** social activities, and Association official and social functions. Commercial uses, such as commercial or business meetings, gatherings, causes, or other functions, which are intended to fund or support a business, are not permitted. Scheduling for using the clubhouse for overnight parties or accommodations is prohibited.

Section 2. Control. A CHOA Board Member, normally the Maintenance Chairman will be appointed to act as the clubhouse agent hereafter referred to as “agent” for the clubhouse. In special cases, an additional agent is appointed to act as the clubhouse agent. That information can be found on your CHOA Community Directory. He or she would have the authority to take any necessary actions to ensure the clubhouse is in a clean and usable condition. The agent may purchase and will be reimbursed for supplies,

which will be stored in the clubhouse for use by the residents ,whether they use and/or clean the clubhouse. The agent will present a receipt for those supplies to the CHOA Board for its approval for reimbursement whenever funds have been use for that purpose. The agent should notify the Board when the clubhouse needs extensive cleaning so that an appropriately qualified firm may be solicited for that purpose.

Section 3. Reservations and Deposit. The agent will keep a record of reservations for the clubhouse. No priority will be given to reservations except on a first-come first-serve basis. When making a reservation, it will be temporary until the user deposits with the agent a check for \$100 made out to the Canterbury Homeowners Association, dated the day before the anticipated use, as a cleaning/damage deposit. Receipt of the deposit converts to a temporary reservation to a permanent reservation. The clubhouse will be available on the date of the reservation, in a clean and usable condition for the user.

Section 4. Inspection.

(a) The agent will inspect the clubhouse with the user either the day before or the day of you so both will be satisfied with the condition of the clubhouse. For ease of inspection, a checklist will be used as a record for both agent and user. At the time of inspection, the agent will provide the key of the clubhouse to the user. The agent will inspect the clubhouse within 24 hours, or at a time agreeable to both the agent and user, but not less than 72 hours, after use to determine that the clubhouse is in the same condition at the time of the first inspection. The user may or may not be present, at the user's choice. In any event, the key will be returned to the agent immediately after the clubhouse has been inspected, as a condition to have the deposit check returned to the user.

(b) In the event that the agent determines that the clubhouse needs additional cleaning, or some sort of replacement or repair of the equipment or interior of the clubhouse per the last user, the user will be notified, and expected to accomplish the necessary actions to the agent's satisfaction. When the agent is satisfied, the deposit check will be returned to the user. If the agent is not satisfied, and the differences cannot be resolved between the agent and the user, the agent will notify the CHOA Board with the check and a

verbal report of the situation. The Board will take immediate action to have the deficiency corrected; and then will return the control of the clubhouse back to the agent.

Section 5. Responsibilities. Considerations such as use on successive days by different users must be made aware to both users by the agent, so that cleaning arrangements can be considered and completed before the succeeding user may have their inspection with the agent. Any agreement between successive user, which returns the clubhouse to its original clean and usable condition, is certainly welcome. The final condition is still determined by the agent, who has authority to notify the final user that the responsibility for returning the clubhouse to its pre-use condition remains with the final user, regardless of any agreements between successive users.

Section 6. Deposit Return. In the event that damages or cleaning requirements are such as the deposit check is not sufficient to defray cleaning or repair expenses, the user will be billed for the remainder of the cost. Nonpayment of the bill may call for suitable action by the Board to recover the expenses up to and including any resulting attorney cost for incidents to recovering the additional costs for cleaning/repair. If there is any excess, the user will have the excess return after cleaning is completed.

VII. USE OF THE POOL

The swimming pool is a major amenity of the Association. Its enjoyment by all residents can be assured only by considerate use by all of us. Please volunteer to maintain your relaxing pool area by participation in the Pool Beautification Committee.

Section 1. Responsibility. The Association does not provide for a lifeguard at the pool. Accordingly, any residents or guests assume full responsibility for themselves and agree to use the pool or its facilities in a safe and prudent manner.

Section 2. Authorize Users. This pool is a *private* pool for use *only* by residents and their guests. The resident authorized to use the pool must accompany their guest, especially those under the age of 14.

Section 3. Picnic Use. No glass may be taken into the pool area. Contents of glass containers must be transferred to plastic or paper containers. Food and other disposable trash should be removed and taken home and disposed of when the resident leaves the pool. *In essence, if you bring trash in, you take it out.*

Section 4. Poolside Behavior. No running, tag or horseplay will be condoned in or around the pool. Offensive language or harassment of others using the pool area will not be tolerated. Consideration of other occupants must be observed. All users are asked to advise others if any behavior causes discomfort or irritation so that appropriate actions may be taken to eliminate the objectionable behavior.

Section 5. Restrictions.

(a) All recreational items such as bicycles and skateboards are prohibited from the pool (exceptions include those specifically designed for pool use).

(b) Pets are prohibited from entering the pool.

(c) Only authorized swim attire is allowed. For example, no cutoffs, bicycle shorts, street clothes or diapers are allowed in the pool. Swim diapers are permitted.

Section 6. Pool Furniture. Chairs, lounge chairs and umbrellas removed from the storage area in the clubhouse, must be returned to the storage area in the clubhouse prior to departing the pool area.

Section 7. Pool Hours. Pool hours are posted at the pool and are from 8 AM until 10 PM. The gates must remain locked at all times except in the case of a social event. Please ensure that the bathroom door and pool gates are locked if you are the last to use the pool.

IX CURFEWS

Note Declarations, Sections 11 and 13

Section 1. General. In general, the City Ordinances governing noise applies to this community. Violations may be referred to the police for appropriate action.

Section 2. Hours. Noise curfew hours are as follows:

- (a) Sunday through Thursday: 10 PM to 7:30 AM the following day
- (b) Friday and Saturday: **11 PM** to 8:00 AM the following day

These are hours during which no resident will create any offending noise that is a nuisance to any neighbor or passing resident. This also includes excessive noise from vehicles (i.e., screeching tires, loud mufflers or music).

Section 3. Sounds from adjacent units. Regardless of time of day, every effort must be taken to avoid excessively loud sounds, music, conversations (indoor and outdoor), or other offending noises that will penetrate the walls from one unit to an adjoining unit. Residents are encouraged to resolve individual conflicts with the offending party. The degree of discomfort or irritation is the judgment of the neighbor being affected or irritated, not the one creating the noise. Therefore, please respect your neighbors concerning your perceived noise levels.

X. MISCELLANEOUS

Canterbury Homeowners Association
Architectural Control Committee
Guidelines for the Rules & Regulations

The following guidelines have been instituted by the Architectural Control Committee to establish reasonable boundaries for every resident of Canterbury Townhomes. These guidelines do not apply to pre-existing situations. By no means are these guidelines all-inclusive, however the below listed items have been continuously addressed by residents in the past and they are provided for your information. Architectural Committee Approval (ACC) is required for requests such as, but are not limited to, air conditioners, window fans or swamp coolers; indoor/outdoor carpeting on decks, hanging plants, outdoor thermometers, welcome signs, outdoor blinds or awnings; gas fireplace inserts, etc.

1. A bird feeder will be allowed in the rear of the unit *if* by design and/or by the type of feed it will not attract squirrels or pigeons and will not damage the grass. If unit is limited to two (2) bird-feeders. The Architectural Control Committee reserves the right to revoke the bird feeder if it receives complaints about the units is attracting pigeons, vermin and/or squirrels or causing damage to the common areas.
2. **No birdbaths are allowed.**
3. Only the United States Flag no larger than for inches by 4' x 6' may be displayed and installed with the appropriate supportive bracket.
4. Garden hoses must be removed immediately after use from the front spigots. Back hoses may be left attached from May 15th through September 15th and must be stored so as to not interfere with the grounds maintenance or where it could damage the grass.
5. Pre-approval is needed for planters other than white, gray, green and earth tones such as **terracotta**, beige and brown. They may be made of clay, wood, terra-cotta, metal, or plastic. They cannot be more than 24" high and must be a traditional shape, such as round, square or rectangular. The ACC committee must approve all the other planters and containers.
6. No plastic or silk plants are allowed.
7. Planters, excluding whiskey barrels, may be stored during the winter months inconspicuously on the deck as long as storage is neat and in a single layer and **dead** plants are removed.

8. Patio furniture may remain year round on the deck or patio as long as it's neatly stored.
9. **Wind chimes are not allowed.**
10. Annuals and/or perennials may be planted in existing beds in the common areas directly adjacent to the homeowner's unit and must be neatly and properly maintained. Moving rocks or grass is not allowed without ACC approval.
11. Marijuana must not be grown indoors, in garden plots or the Common Area. The manufacture, sales and possession of marijuana is still a federal offense. Communities and counties can and have chosen to ban recreational marijuana in their areas and retail stores in their respective jurisdictions. You may not buy, possess or smoke marijuana if you are under the age of 21; giving or selling marijuana to anyone under the age of 21 is illegal. You may not consume marijuana in public and must have permission to do so if on private property. Smoking laws and regulations apply to smoking. DUI laws apply to marijuana.
12. "Welcome" type signs; outdoor decorative non-holiday wreaths, etc. must have individual Architectural Committee Approval (ACC) prior to hanging or attaching to buildings in any way. Holiday decorations are exempt from this rule. Care is to be taken with inflatable displays that are subject to blowing away with wind gusts in excess of 50 MPH. Christmas decorations may be displayed from Thanksgiving day until January 15th.
13. Trash and Recycle Bins. Trash pickup is on Thursdays, no trash should be put outside your unit until the morning of pickup, unless there is a holiday in that week, and then the pickup is usually on Friday. Large GALLON WASTE TOTES receptacles for your trash are discouraged, and must be put away immediately in the garage after garbage pickup. We encourage each resident to utilize their garbage cubicle and door for the storage of garbage inside the unit until it is collected by the garbage contractor. Recycle bins must be returned to your unit the same day of trash pickup.
14. Residents are responsible for their guests to follow all of the covenants, By-laws and Rules and Regulations. The owner or resident is responsible for any of their guests violations.

15. According to the State of Colorado an individual is eligible to vote and obtain residency in 22 days. Guest visiting and living within a homeowners unit longer than 3 weeks shall be subject to compliance of all governing documents.
16. All requests by a member of the ACC must be approved by the HOA Board of Directors.
17. MOVING STORAGE CONTAINERS: Prior to moving in residents shall get approval, by the Board of Directors of storing any type of moving storage container. Moving Containers shall be placed in the driveway. Those units without driveways, the container may be stored in an approved parking space. Containers will be allowed up to three days to be stored. Any variance to being stored in the community over 3 days will need to have the Board approval. Any damages to Association property that is maintained by the Association such as, but not limited to; driveways, roads or buildings, landscaping owner will be responsible for paying for all damages.