

# **COLUMBINE TOWNHOUSES FIVE RULES & REGULATIONS**

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# **COLUMBINE TOWNHOUSES FIVE ASSOCIATION, INC. RULES AND REGULATIONS**

These are the Rules and Regulations governing Columbine Townhouses Five Association, Inc. They apply to all residents of Columbine Townhouses Five, owners and non-owners alike. They are enforceable under the Declaration and Bylaws. The purpose of these Rules and Regulations is to ultimately provide all residents maximum enjoyment in living a Columbine Townhouses Five.

Columbine Townhouses Five is not an apartment complex where we pay rent and someone does all the work for us. It is an Association of individuals and community of residents with a common interest. That common interest is to maintain the highest quality of life for **all** residents.

Remember – to have a good neighbor, you must first BE a good neighbor.

Here are some facts you will want to know:

- **MAINTENANCE:** Maintenance of all common areas is provided entirely by contract labor. Repairs inside your unit as well as inside your courtyard or patio areas, are the responsibility of the unit owner and not that of the Association.
- **DECLARATION, ARTICLES OF INCORPORATION AND BYLAWS:** The Association is governed by these documents. These three documents, as well as Budgets and other Association-related documents are kept on file at the office of the Management Company and are available for your inspection during business hours. Copies of pertinent documents are available to owners at no charge or a nominal charge.
- **BOARD MEETINGS:** Board meetings are held on the 2<sup>nd</sup> Thursday of every other month with few exceptions, at 7:00 p.m. at Dutch Creek Elementary Schools for the months of September through May. Meetings held in July are at various locations – contact the Management Company for locations and times.
- **ANNUAL MEETING:** The annual meetings of the Association shall be held each year on such date as shall be selected by the Board of Directors. At such meetings, the Members shall transact such business of the Association as shall properly come before the meeting, including election of members of the Board of Directors.
- **FISCAL YEAR:** Columbine Townhouses Five operates on a fiscal year starting June 1 and ending May 31.

Your Board of Directors encourages all residents to become involved in and with The Columbine Townhouses Five Association, Inc., attend meetings and serve on various committees that advise the Board. Information regarding committees is available from the Board members or the Managing Agent. This will not only make Columbine Townhouses Five a sound investment, but a pleasant and enjoyable place to live.

## DEFINITIONS:

- **ADULT** – Shall refer to anyone at least 18 years of age.
- **ARTICLES OF INCORPORATION** – Shall refer to the Articles of Incorporation of the Association, the provisions of which are applicable to your community.
- **ASSOCIATION** – Shall refer to The Columbine Townhouses Five Association, Inc., a Colorado corporation not -for-profit, its successors and assigns, the Articles and Bylaws of which shall govern the administration of this community, the members of which shall be all Owners.
- **BOARD OF DIRECTORS** – Shall refer to the governing body of the Association,
- **COMMON AREA** – Shall refer to all real property owned in common by the members of the Association for the common use and enjoyment of the residents, including clubhouse, common parking areas, walkways and greenbelt areas.
- **COMMON PARKING AREA** – Shall refer to parking on private streets within the community.
- **DECLARATION** – Shall refer to that document, together with all exhibits attached thereto, which documents has been recorded pursuant to Colorado Revised Statutes, as amended.
- **DERELICT/ABANDONED PROPERTY** – Shall refer to any vehicle, trailer, or other items parked or left in the common area or in common parking areas not bearing a valid and current state license plate and/or any item which has not been moved by its owners for a period of seventy-two (72) hours or more, unless arrangements have been made with Managing Agent.
- **GUEST** – Shall refer to any agent, employees, tenant, guest, licensee, or invitee of an Owner.
- **MANAGING AGENT** – also known as Association Manager – Referred to the person employed by the Board to perform the management and operational functions of the community.
- **OWNER** – Shall refer to a person, firm, corporation, partnership, association or other legal entity, or combination thereof, who owns one or more units but excluding, however, any such person having an interest therein merely as a Mortgagee.
- **PETS** – Shall refer to dogs, cats or other animals which would normally be considered domesticated and kept within a household.
- **RECREATIONAL VEHICLES** – Shall refer to any vehicle containing a sink, stove, refrigerator, sleeping accommodations or a combination thereof; boats; trailers; snowmobiles; motorcycles designated specifically for off-road use only; pick-up, van, or camper in excess of three-quarter ton; and any accessories to these items.
- **RESIDENTS** – Shall refer to any person whose usual place of resident is in the Columbine Townhouses Five community.
- **UNIT** – Shall refer to one individual airspace which is contained within the perimeter walls, floors, ceilings, windows and doors of each unit as shown on the Map, which is filed for record.
- **WALKWAY** – Shall refer to outdoor ground level common area sidewalks.

## **COMMUNITY RULES AND REGULATIONS**

### **DESIGN REVIEW COMMITTEE:**

The Declaration does **not** permit any changes in landscaping or of any structures (resident or common) that presently exist within The Columbine Townhouses Five without approval of the Architectural Control Committee (ACC). Request for changes **MUST** be submitted to the Managing Agent for forwarding to the ACC.

### **MAINTENANCE APPEARANCE AND UNIFORMITY:**

In order to maintain appearance and uniformity throughout the complex in accordance with the Bylaws and Declaration of the Association, the following Rules and Regulations are further clarified:

- a) No articles shall be placed on or in any of the Common Areas except for those articles of property which are the common property of all Unit Owners.
- b) Live foliage, kept in good condition, may hang from balconies and porches during the summer months. Nothing else may hang from balconies or overhangs. Vegetable gardens are strictly prohibited in any common area.
- c) Commercial doormats are acceptable in as much as they are solid in color and approximately 2' x 3' in size. No carpet scraps, PLEASE, and no indoor/outdoor carpeting. Be reminded it is not the responsibility of the Association to remove snow from or sweep these mats, patios, porches, and balconies. It is the responsibility of each owner to keep them free of debris.
- d) Window consideration: No reflective coatings of any kind are allowed. Within six months of your purchase date, there must be proper window attire. All windows must be kept in good repair, including grids.
- e) One (1) sign "For Rent" or "For Sale" is permitted to be placed in one (1) window only. The Association will remove all other signs.
- f) Storm/Security doors are to be aluminum or steel in brown or black. Prior approval of the ACC is required.
- g) No owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose whatsoever; nor shall any television or radio antennae, or machines be installed on the exterior of the unit or protrude through the wall of the unit. This includes, but not necessarily limited to: CB, FM, AM, Short Wave, Microwave, Ham and HBO.

- h) Satellite Dishes are allowed with the following provisions:
- Satellite Dishes to be no larger than 18" in diameter.
  - Must be installed in private backyard area only.
  - Not to be attached to any part of the building and/or roof
    - No wiring to penetrate siding. May use existing cable outlet.
    - All satellite dish requests must be submitted to the ACC for processing approval.
- i) Each Lot shall at all times be kept clean, neat, and in a wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implement, machinery, or lumber shall be permitted to remain exposed upon any lot so that the same is visible from any neighboring lot or street.
- j) No clothesline, dog runs, drying yards, service yards, wood piles, or storage areas shall be located on any lot so as to be visible from a street and/or public view and/or the Common Area.
- k) No garbage, refuse, rubbish, etc., shall be deposited on any street or on any lot. All trash must be placed in designated dumpster areas. No furniture or other items are allowed outside of the dumpster itself.
- l) Every Owner must perform, promptly, at his own expense, all maintenance and repair work within his own unit which, if omitted, would affect the appearance or aesthetic integrity of part of all or the community.
- m) An Owner shall be obligated to reimburse the Association promptly upon receipt of its statement for any expenditures incurred by the Association in repairing any Common Element damaged by his negligence or abuse, or by the negligence or abuse of his tenants, agents, or guests.
- n) Mailbox Locks are the responsibility of the homeowner.
- o) Common sidewalks, drives, entrances and/or passageways shall not be obstructed or used by a unit owner for any other purpose than ingress and egress from the unit.
- p) Garage/Carport areas must be kept clean at all times. Garage doors must be closed when not in use.

## **PARKING:**

- a) Non-commercial pick-up trucks and vans, rated at no more than  $\frac{3}{4}$  tones, shall be allowed to be parked in the Association's parking areas including trucks with camper shells that are even with the cab of the truck.
- b) All vehicles must be properly licensed and in good, operable condition.
- c) No commercial vehicles shall be stored on the Association's parking lot.
- d) Vehicles in violation will be towed at the owner's expense. A towing contractor whose signs are posted on the site will do the towing.
- e) The board reserves the right to grant variances or exemptions to the above Rules and revise as needed other parking restrictions contained in the Association's Declaration or Bylaws.
- f) Each unit has assigned parking spaces either in garaged area or carports. Each unit is limited to two (2) vehicles on the property. Other vehicles **must** be parked on adjoining public streets.
- g) No vehicle belonging to or under control of a unit owner, family, guest, tenant, lessee or employee of a unit owner shall be parked in such a manner as to impede or prevent ready access to any part of the community. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.
- h) Any vehicle parked in a **FIRE LANE** is subject to towing without notice.

## **ANIMALS:**

No animals, livestock, reptiles or birds shall be kept on any part of the community. Exceptions are domesticated dogs, cats, birds, and fish, which may be kept in a unit so long as such pets are not kept for commercial purposes, do not make objectionable noises or are not kept in such number or manner as to otherwise constitute a nuisance or inconvenience to any resident of the community, and are kept in compliance with all existing applicable local ordinances. Each Owner shall be responsible for the immediate removal and disposal of all solid animal waste of his pet from his lot or any other area within the community. No animals shall be permitted upon the Common Area except as controlled on a leash or similar device help by the Owner. No animals shall be allowed to remain tied or chained to any balconies, patios, or other parts of the project, and any such animal(s) so tied or chained may be removed by the Association or its Agent or turned over to Animal Control.

## **MISCELLANEOUS:**

- a) No noxious or offensive activity shall be permitted upon any lot or Common Area, nor shall anything be done or placed on any lot or Common Area, which is or may become a nuisance or cause embarrassment, disturbance, danger, or annoyance to others.
- b) No activities shall be conducted on any lot or Common Area, which are or might be unsafe or hazardous to any person or property. This includes, but is not limited to, discharging of firearms., firecrackers and open fires (except interior fireplaces and contained barbecue units).
- c) No light, which is unreasonably bright, shall be permitted on any lot.
- d) Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such a manner as might disturb owners, tenants or occupants of other units. The above described devices need to be turned down between the hours of 11:00pm and 7:00am.
- e) No odor, which is noxious or offensive to others, shall be permitted on any lot.
- f) Unit owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, entrances and passageways as a play area.
- g) Bicycles, tricycles or other such toys are not allowed in the common areas of the community. There is to be no storage of said items in the common areas.
- h) No lot or any structure thereon, or any portion thereof may be leased or rented for a period of less than one hundred eighty (180) days and may not be used for hotel or transient purposes.
- i) No working on cars is permitted within the community, this includes washing of vehicles.

### **MAINTENANCE FEES:**

- a) Your maintenance fee is due on or before the first day of each month. A late charge of \$5.00 according to policy plus a \$15.00 administrative fee, will be assessed for payments not received on or before the 30<sup>th</sup> of the month.
  
- b) The Association will only accept a certified check to cover any check returned by the bank because of insufficient funds. Should this occur twice to the same resident, all future payments must be by certified check only. There is a fee charged for all Insufficient Fund checks.

### **ENFORCEMENT OF RULES:**

In order to enforce the above stated Rules, the following procedures have been established: A written complaint concerning violations of the Rules should be made to the Management Company. Upon receipt of complaint, a letter shall be sent to the Owner concerning the violation. The Owner will then have the opportunity either to correct or contest the violation. Fines are as follows: 1<sup>st</sup> Notice – Warning, 2<sup>nd</sup> Notice - \$25.00 fine, 3<sup>rd</sup> Notice - \$50.00 fine, 4<sup>th</sup> and Subsequent Notices - \$100.00 fine. Delinquent fines will result in a lien against your property. Sample of Violation Noticed enclosed.