

The Townes at Kettle Creek Owners Association, Inc.

Rules and Regulations

Amended and Restated August 1, 2014

These are the Rules and Regulations governing The Townes at Kettle Creek Owners Association, Inc. They apply to all residents of The Townes at Kettle Creek, owners and non-owners alike. They are enforceable under our Declaration of Covenants Conditions and Restrictions and Bylaws. The purpose of these Rules and Regulations is to provide our residents with an enjoyable atmosphere in which to live and to enhance the value of, and protect the investment in, The Townes at Kettle Creek properties.

General Information

1. **OFFICE:** The Townes at Kettle Creek Owners Association is managed by Z&R Property Management, Inc. 6015 Lehman Drive, Suite 205, Colorado Springs, Colorado, 80918. Office hours are 8:30 a.m. to 5:00 p.m. Monday – Friday.
2. **MAINTENANCE:** Maintenance of all common areas is provided by contract labor. Repairs inside the unit are the responsibility of the unit owner and not that of the Association.
3. **ANNUAL MEETING:** The annual meeting 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 the election of members to the Board of Directors.
4. **FISCAL YEAR:** The Townes at Kettle Creek operates on a fiscal year starting January 1st through December 31st.

The Board of Directors encourages all residents to become involved in and with the management of the Townes at Kettle Creek. All residents are welcome to attend meetings and serve on committees that advise the Board. Information on these committees is available from the board members or the Management Company. Only through active resident participation can your Association respond to the needs and wishes of its residents. Your individual time, effort and cooperation will not only make The Townes at Kettle Creek 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 Townes at Kettle Creek Owners Association, Inc., the provisions of which are applicable to your community.

ASSOCIATION- Shall refer to The Townes at Kettle Creek Owners Association, Inc., a Colorado non-profit organization, its successors and assigns, the Articles and Bylaws of which govern the administration of this community, the members of which shall be all of the Owners.

BOARD OF DIRECTORS- Shall refer to the governing body of the Association.

BYLAWS- Shall refer to the Bylaws of the Townes at Kettle Creek Owners Association, Inc., the provisions of which are applicable to the community.

COMMON AREAS- Shall refer to all real property owned by the Association for common use and enjoyment of the residents, including common parking areas, walkways, greenbelt areas, drives and access easements and other recreational facilities (if any).

COMMON GUEST PARKING AREA- Shall refer to parking spaces on private streets, located within the Association, either assigned or unassigned.

DECLARATION- Shall refer to the Declaration of Covenants, Conditions and Restrictions for the Townes at Kettle Creek, together with all exhibits attached thereto, which has been recorded at the El Paso County Clerk and Recorder pursuant to Colorado Revised Statutes, as amended.

DERELICT/ABANDONED PROPERTY- Shall refer to any vehicle, trailer, or other item parking 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.

GUEST- Shall refer to any agent, employee, guest, licensee, or invitee of an owner or tenant. A guest is considered any individual that resides in a unit for up to, but no longer than, 30 days. Anyone residing in a unit for more than 30 days shall be considered a resident.

MANAGING AGENT- Shall refer to the person or entity employed by the Board of Directors to perform the management and operation functions of the community.

OWNER- Shall refer to the person, firm, 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 (unless such mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceedings in lieu thereof).

PETS- Shall refer to dogs, cats or other small common household pets (i.e., gerbils, hamsters, fish, birds) which would normally be considered domesticated and kept within the household.

RECREATIONAL VEHICLES- Shall refer to any vehicle containing a sink, stove, refrigerator, sleeping accommodations or a combination thereof; boats, trailers, snowmobiles, motorcycles or ATVs designated specifically for off-road use only, pick-ups, vans or campers in excess of one ton; and any accessories to these items.

RESIDENTS- Shall refer to any person whose usual place of residence is the Association. Tenants shall be considered residents.

TEMPORARY PARKING- Shall refer to loading and unloading a vehicle that is being actively attended.

WALKWAY- Shall refer to outdoor ground level common area sidewalks.

General Rules

1. These Rules and Regulations, the Declaration, the Articles of Incorporation and the Bylaws relating to the Association shall be enforced by the Board of Directors and fines for infractions may be levied in accordance with the Covenant Enforcement Policy.
2. Owners are deemed responsible for infractions committed by their family members, tenants, licensees, invitees or guests.
3. No one subject to these Rules and Regulations shall make or permit loud noises or play musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents of this community. Volumes on the previously mentioned items shall be lowered between the hours of 10:00 p.m. and 7:00 a.m. Moving in or out of units must be done between these hours as well.
4. One "For Rent" or "For Sale" sign no larger than 5 (five) square feet for any unit to be sold or rented may be displayed. Such signs MUST be placed in the window of the unit only. In addition, residents may display political signs (meaning those that carry a message intended to influence the outcome of an election) on the resident's Residence or in a window of the Residence no earlier than 45 days prior to the election and no later than seven days after the election. Political signs may be no larger than 48" by 36". Other than "for rent", "for sale" and political signs, no other signs are permitted on a Lot or a Residence.
5. Except as otherwise provided above in relation to "for sale", "for rent" and political signs, no advertisement, sign, artwork, notice or other lettering shall be exhibited, displayed inscribed, painted or affixed on the exterior of any Lot or Residence without prior written permission from the Board of Directors.

6. All roadways and walkways shall be kept clear for emergency traffic. No cars, furniture, wood, bicycles, barbeque pits, toys, or other items of personal property shall be stored or left in the roadways, walkways or other places in the common area. Should these or similar items be left in the common areas mentioned, the Association may remove the items, and thereafter dispose of them, after providing prior notice to the owner of the items if the owner can be identified.
7. Garments, rugs, clothing, or other household items may not be hung from windows, balconies, fences, plant materials or facades of the buildings. Other than retractable clotheslines as may be permitted by law, no clotheslines of any type, which are visible from the common area, the street or neighbor's yard, shall be placed on your property.
8. Common areas must be kept free of litter. Individuals must clean up after themselves, their guests and their pets.
9. No fireworks or firearms may be fired or discharged within the Association.
10. Any offensive or unlawful act may be reported to the appropriate governmental authorities. It shall be the responsibility of our residents to contact proper authorities when necessary.
11. No flammable, combustible or explosive fluids, chemicals or substances shall be kept on the property except for those materials required for normal household use.

PETS

12. No livestock, poultry or animals other than household pets, as defined above, may be kept.
13. Pets on or in the common areas must be carried and/or be on a leash with the leash in the hands of a responsible person.
14. No animal may be leashed or confined to any stationary object on or in the common area.
15. Any feces made by pets on any area must be cleaned up at the time of the incident. Pet feces shall only be stored in the appropriate trash container within the confines of the unit or within the provided community receptacles.
16. Pet owners and/or related unit owners will be held responsible and liable for any property damage, injury, or disturbance which pets may cause or inflict.
17. All pets shall be restrained from making loud, repeated or annoying noises. No pets shall be left unattended on patios or in garages.

GENERAL

18. No business shall be run inside the units or the common areas except as expressly permitted in the Declaration of Covenants, Conditions and Restrictions Section 7.6.
19. All potted plants on decks must be well maintained. Plant containers or pots must be securely attached to prevent hazards.

TRASH

20. Trash must not be placed in streets before 5:00 p.m. the day before pickup. The trash must be placed in a location which allows for accessible pickup and removal.
21. Trash must be kept inside the unit or the unit's garage until time of disposal. Trash shall be placed only in securely closed plastic bags of sufficient strength. Use of paper sacks is not permitted. Garbage cans must be kept inside the unit except for trash pickup times and removed the same day as pickup.
22. No rubbish or debris of any kind shall be placed or permitted to arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

VEHICLES AND TRAFFIC POLICIES

23. The speed limit on Association property is 10 m.p.h.
24. Derelict and/or abandoned vehicles are not permitted. Any Association member has the authority to notify the appropriate authority to have the vehicle ticketed and then towed at the vehicle owner's expense.
25. No parallel parking of any type is allowed on the property unless in an area specifically marked for parallel parking.
26. No parking in front of sidewalk or building entrances shall be allowed except where designated. Temporary parking in these areas is permitted for moving vans and contractors if the vehicle is being attended and can be moved immediately if necessary.
27. No parking in front of fire hydrants or fire lanes shall be permitted at any time. Unauthorized use of the handicapped zones is prohibited.

28. Exterior parking within the Community is extremely limited. For this reason, and because each residence has an attached two car garage, all owners or residents MUST only park within the confines of the garages appurtenant to their residence. Parking in driveways is expressly prohibited except as defined in Article VII of the Declaration.
29. No commercial vehicles and no trucks shall be parked on any road within the Association except while temporarily engaged in transport to or from a unit. For the purposes of this section, a 1 ton or smaller vehicle, commonly known as a pickup truck, shall not be deemed to be a commercial vehicle or truck.
30. No pickup trucks shall be permitted on any portion of the Association that carry a bed "Topper" or any form of camper shell extending vertically above the roof of the truck cab for more than twelve (12) inches.
31. At all times, garage doors must be closed except when garage is actively attended. For security purposes, garage doors should not be partially opened for ventilation.
32. The Association is not responsible for any loss or damage to vehicles, which occurs while said vehicles are parked on the premises. All vehicles parked on any portion of the Association for any period of time must be properly registered and licensed in accordance with the requirements of the State of Colorado.
33. No repair work may be performed on vehicles parked on the common or limited common elements. Repairs to cars shall be defined to include, but not be limited to, all repair and/or maintenance such as, use of power tools, anything in which automobile fluids are involved such as oil or antifreeze, or transmission work, body repair, etc.
34. Vehicles owned by owners or residents are permitted to be washed and waxed in garages or driveways so long as the vehicle is being actively attended and the vehicle does not extend beyond the driveway apron. It is also permitted to wash or wax a vehicle that is partially in the garage and partially in the driveway to prevent it from extending beyond the driveway apron so long as the vehicle is being actively attended. The use of power washers or power buffers is expressly prohibited.
35. Playing or recreating in the parking areas, fire lanes, streets and driveways and retention pond is strictly prohibited for obvious safety reasons. Recreational activities should not be conducted in such a manner as to cause damage to the buildings or the landscaping. Climbing or recreating on utility boxes or trees or upon landscaped areas is not permitted. Landscaped areas shall be defined as areas with mulch or rock that may also contain shrubs and drip irrigation. This section shall not be deemed to prohibit recreational activities on the grass/turf areas of the Association.

36. For safety and liability purposes, skateboarding (or devices similar to skateboards), rollerblading and use of motorized scooters within the Association is expressly prohibited.

LEASED UNITS

37. Owners wishing to lease units must notify the Management Company of intent to lease and shall notify the Management of a forwarding address and phone number and email where said owner can be reached. They shall also provide names and telephone numbers of renters.

38. Each unit leased shall be for a period of time not less than six (6) months.

39. Leasing of a unit for business purposes shall not be permitted.

40. There shall be no more people residing in the unit that would normally be allowed by the applicable local zoning ordinances.

41. Any non-owner residing in any unit shall be subject to these Rules and Regulations. Any fines for any violations of a tenance of a unit shall be chargeable directly to the unit owner and shall be added to, and shall become due and owing with the regularly scheduled Association assessment, after giving the owner notice and the opportunity for a hearing.

42. Each owner shall be responsible for distribution of these Rules and Regulations to all tenants occupying said owner's unit.

43. Should it become necessary to file a lien on a unit the owner of such unit will be responsible for all legal fees.

44. The offenses of the unit owner, his guests and/or tenants shall be attributable to the unit owner.


45. All decisions reached by the Board of Directors concerning violations of these Rules and Regulations shall be final.

46. Any owner or occupant who feels that an amendment of the Rules and Regulations is warranted may submit a request for such a change, in writing, to the Board. The request must indicate the present rule, the proposed amendment or change, and the reasons for that amendment or change.

47. Subsequent to the receipt of the request for change, the Board will, at the regularly scheduled meeting, weigh the merits of the proposal. If the proposal is disapproved, the Board of Directors will notify the originator of the proposal, in writing, of its decision and the reasons for the disapproval.
48. The originator of the proposal, upon receipt of the notice of rejection, may resubmit that proposal, at the next regularly scheduled Board meeting, for reconsideration. The Board will then hear further arguments and discussions on the proposal and a second vote shall be taken.
49. If the Board approves a proposed amendment, said amendment shall be incorporated into the Rules and Regulations will be distributed to all members of the Association within thirty (30) days.
50. The Board of Directors reserves the right to make additional Rules and Regulations as they may be required from time to time so long as they do not conflict with the Covenants. These additional Rules and Regulations shall be immediately binding on all Association owners and residents.

Approved 7/24/14 By:


Kathy Dolan - President


Arlene Chumley - VP/Treasurer


Konrad Kahle - Secretary