

*The Courtyards at Quail Lake Homeowners Association, Inc.  
June 8, 2011*

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# *The Courtyards at Quail Lake Homeowners Association, Inc.*

## **RULES AND REGULATIONS**

**These Rules & Regulations dated June 8, 2011  
supersede any and all previous Rules and Regulations to include those  
dated February 28, 2011, April 16, 2008, July 12, 2006 and August 27, 1998.**

### **NOTE:**

The governing documents of the Association are the Amended and Restated Declaration of Covenants, Conditions and Restrictions of The Courtyards at Quail Lake recorded under Reception #097133374 of the El Paso County records (“CC&Rs”), the Articles of Incorporation, the Bylaws and these Rules and Regulations herein after referred to as the governing documents. In the event of conflict between these documents the CC&Rs shall prevail followed by the Articles of Incorporation and then the Bylaws.

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

### **INTRODUCTION**

The Board of Directors (the “Board”) of The Courtyards at Quail Lake Homeowners Association, Inc. a Colorado non-profit corporation (the “Association”) is empowered by the Articles of Incorporation, Article IV, the Bylaws, Article VII, Section 7.1 (a), Article XVIII, Section 18.3, the Colorado Common Interest Ownership Act in 38-33.3-302(1)(a) and (k) and the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”), Article XII, Section 12.2 to adopt and enforce such rules and regulations as it deems advisable for the operation, control, and clarification of the Articles of Incorporation, Bylaws, and CC&Rs. The Board is publishing this booklet with two purposes:

1. To provide a set of guidelines that will address issues, which may not be specifically detailed in the CC&Rs and to present those and other guidelines in a clearer, more concise manner.
2. To ensure all Owners and residents are aware of the Association’s policies and procedures and information.

*The Courtyards at Quail Lake Homeowners Association, Inc.*  
**RULES AND REGULATIONS**

February 28, 2011

**I. ASSOCIATION STRUCTURE**

**A. Board of Directors:**

*Articles of Incorporation, Article VII*

The Association is a non-profit corporation, which is governed by its Board of Directors. The Board is a volunteer group of homeowners who meet on a regular basis to conduct the business of the Association; that is, to exercise discretion, reasonable efforts, and reasonable business judgment standards; to keep up maintenance and repairs as needed; to take steps to ensure all contractors are honoring their service agreements; and to ensure that violations of the governing documents are corrected. All board member terms are for three (3) years. Officers are elected by the Board and serve a one (1) year term. Appointments to fill vacated positions will remain in place until the term expires. Directors are elected during regular annual meetings by a vote of homeowners or are appointed to the Board to fill vacancies.

**B. Board Meetings:**

*Bylaws, Article VI*

The Board meets with the Property Management Company (Property Manager) and other contracted representative(s) on a regular basis. All Owners are welcome at the meetings to observe and/or present concerns during the agenda item allowing such concerns. If an Owner wishes to discuss an issue at a meeting, there is an Owner forum section. An Owner is asked to notify the Property Manager at least ten (10) days prior to the meeting if the issue will require research so that item can be placed on the agenda. The Board may limit the time allowed for any one (1) speaker to hold the floor. The Governance Policies will govern meeting procedures.

**C. Architectural Control Committee (ACC) - Actions Requiring Board Approval:**

*CC&Rs, Article VI, Bylaws, Article X*

The Architectural Control Committee (ACC) must approve any alteration to the exterior of a Unit. 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 central air conditioning, a screen door, window or door replacements, garage doors or patio entry gates. If you are unsure about any item or request, it is your responsibility to contact the Property Manager.

#### **D. Assessments (Dues):**

Association dues are based upon the annual budget adopted by the Board of Directors. As stated in the recorded documents, dues are payable on or before the first of each month. There is a ten (10) day grace period. Dues received after the 10<sup>th</sup> will incur a \$10.00 late fee. Additional remedies are defined in the Covenants and the Association's Collection Policy.

## **II. PORCHES / PATIOS / ENTRY AREAS**

### **A. Appearance:**

1. Residents must keep their porches, patios, and entry areas 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 or patios is prohibited with the exception of reasonable patio furniture (as detailed below), and barbecues specifically designed for outdoor use as determined by the Board. Patio areas shall not be used as an animal control area if such confinement causes the animal to create a nuisance either by noise or odor which, in the sole discretion of the Board, is an unreasonable nuisance to the living enjoyment of others. No trashcans are permitted.
2. No forms of lighting are permitted to be installed or "attached" in a temporary or permanent nature outside on the exterior surfaces of any unit. Owners may install ground mounted solar or accent lighting within a patio area but the light fixture must first be approved by the ACC.

**Exception:** Seasonal/holiday lighting may be displayed outside a home on the front or rear patio area and on bushes/trees immediately adjacent to the home in the rock border area. Lights may be installed thirty (30) days before the holiday date. Note: special care should be taken on how lights and/or decorations are mounted to the structure. No nails, screws, tacks, staples, etc. are permitted to penetrate the stucco. The use of gutter hangers is encouraged and if lights are displayed on the stucco patio wall, the least invasive attachment methods should be used. All holiday lights and/or decorations must be removed within thirty (30) days after the holiday date.

### **B. Permitted Items:**

1. **Front Patios/Porches:** the only items permitted to be placed or installed are sitting benches, patio chairs, small metal or plastic accent tables, dairy boxes (depending on size of porch), flowerpots, and bird feeders as long as they are not attached to the stucco or siding surfaces and are kept in a clean and attractive manner. All flowerpots must be placed on the front patio or adjacent to the front entry. All patio furniture must be specifically designed for outdoor use as determined by the Board. Bird feeders must be located above a hard surface to prevent weeds and to aid in cleanup to prevent attracting rodents.

The Association does not paint patios and porches, as they were constructed as bare concrete. An Owner may paint the patio or porch to match the existing colors of the exterior of the building. Approved colors are: Stucco, Terra Cotta, Burnt Sienna, and Gray.

The Owner is responsible for maintaining the paint in a neat and attractive condition and repainting as necessary. In the event the approved colors are changed, the Owner will be responsible for repainting in a new approved color when repainting becomes necessary.

An Owner may install a storm door, provided it is white, beige, wine berry or burnt sienna. The Owner shall be responsible for maintenance of the door.

**C. Prohibited Items / Exterior of the Unit:**

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. Items such as trash bags, coolers, brooms, snow shovels, and lawn and/or gardening supplies all must be stored inside.

1. Wind chimes placed on the exterior of the unit are prohibited.
2. No patio or porch area shall be enclosed by means of screening or otherwise unless specifically approved by the Board of Directors.
3. Residents may not hang laundry outside on clotheslines, drying racks, porch/patio railings, etc. Awnings, shutters, sunshades, window coverings, or other projections that are attached to an exterior wall or building surface are not permitted.

**D. Statues / Figurines / Mini Decorations:**

Items such as small animal figurines, small portable waterfall units, small lawn ornaments, etc., may be displayed on a patio if they are not attached to the structure or stucco wall. A reasonable number of items 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. 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.

**E. Bicycles:**

Bicycles are not permitted to be stored on patios, porches, sidewalks, or common areas. Any property not secured, in disrepair or not able to be easily and readily identified will be subject to removal and disposal without notice. The Association disclaims any liability or guaranty for security in this storage area.

### III. COMMON AREAS

*CC&Rs, Articles I, II, V, VII*

*“Common Areas” or “Common Elements” (which terms shall be synonymous) shall mean all areas on or in the Project, except the Units. “Limited Common Areas” or “Limited Common Elements” (which terms shall be synonymous) shall mean those portions of the Common Areas over which exclusive easements are reserved for the use and benefit of certain Owners.”*

The use of the Common Areas is available to all Owners, tenants, family members, and guests subject to the terms and conditions of the CC&Rs. No illegal activity may be conducted upon or within any part of the Association’s Common Area.

#### **A. Personal Possessions:**

Personal possessions (stereos, tools, bicycles, patio furniture, tents, toys, BBQ grills, etc.) must not be left in the Common Area, including parking areas, garage courtyards, streets, or sidewalks. The Association disclaims any and all liability for any article left in any of these areas or any resulting injury.

#### **B. Recreational Activities:**

Recreational games, sports and the use of motorized scooters are discouraged whereas rollerblading and skateboarding are prohibited. Owners are encouraged to utilize off-site facilities or city parks for such activities. Basketball and volleyball courts may be used from 8:00 a.m. to 10:00 p.m.

#### **C. Structures:**

Residents and guests are not permitted to climb/walk on roofs (of Units or structures on Common Areas), fences and/or retaining walls or any other Common Area.

#### **D. Property Damage:**

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.

1. 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.
2. Vehicular traffic across the lawn and landscaped areas is not permitted. The expense or repair areas due to repeated foot traffic or vehicular access shall be assessed to the Owner causing said damage.
3. Sidewalks and entrances must not be obstructed or used for any purpose other than ingress and egress. No Owner or occupant shall plant flowers, plants, gardens, or any other shrubbery outside of their individual courtyard unless prior written consent is given by the Board of Directors, except for those placed in pots on the front patio or deck.

## IV. MAINTENANCE

### A. Association Maintenance:

*CC&Rs, Article V, Maintenance and the Bylaws, Article XVIII*

1. **Exterior Building Maintenance:** “The Association shall provide such maintenance and repair in a first class condition as follows: (a) Paint, repair, replace, maintain and care for roofs, gutters, downspouts, and exterior building surfaces (including exterior Unit lights), but excluding glass, window screen surfaces and other fixtures attached to the Units which shall be the Owner’s responsibility ... The Association shall paint or restain the exterior of all Condominiums as often as necessary to keep such exterior from having a weather-beaten or worn-down appearance but at least once every five (5) years.”

### **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 surfaces of the home to include stucco, soffit, fascia and other components of the surface;
- The entire roofing system (the shingles, vents, flashing, felt and decking material). Owners are not to enter on the roofing system for any reason;
- The entire gutter system and its related components for the buildings (downspouts, tip-outs, flashing, etc.);
- All address plates and numbers;
- Patio Stucco Wall / Patios: Each Owner must coordinate any repairs or replacements and also notify the Association if any problems are seen with the stucco wall. If the Association is performing repairs, the Owner must grant access if required to complete the work. If it is determined that damage is caused to the patio wall by an Owner who fails to maintain the patio, that Owner will be responsible for promptly repairing the patio at his or her expense. Any work performed by the Association, after timely notification to the Owner, will be billed directly to the Owner.
- Fire Suppression System: maintenance of the fire suppression system in each Unit;
- The Association is responsible for the foundation.

### **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 Unit, the asphalt streets, concrete curbs & gutters, sidewalks, front steps and stoops [only if this in on Common Area and not the Unit], all light poles, exterior security lighting and street lights, fire hydrants, perimeter fencing, retaining walls, all landscaping and vegetation (rocks, edging), and other items not specifically listed above that are outside the confines of each Unit. No Owner shall, in whole or part, change the landscaping adjacent to his or her Unit by the addition or removal of any items without the prior written approval of the ACC.

**Snow Removal:** The Association shall contract with a grounds maintenance provider which shall provide snow removal within the community as follows:

- Owners shall be responsible for managing, with reasonable care, the safety of the sidewalk adjacent to their unit when accumulation is less than 2". If accumulation is 2" or greater, the Association's ground maintenance provider shall remove snow in accordance with these guidelines.
- A pathway shall be cleared on all sidewalks and entryways upon receipt of an accumulation of three (3) inches or more within a reasonable time frame in order to provide reasonable access to and from the unit for emergency purposes; complete clearing of the sidewalk and entryway shall be completed within 24 hours once the storm has ended.
- Streets within the community shall be plowed upon receipt of at least three (3) inches of snow. Snow removal shall be completed to the best of the ability of the grounds maintenance provider subject to the interference of vehicles parked within the subdivision.
- Stockpiling of snow may be necessary when a high volume of snow is received. The grounds maintenance provider shall endeavor to keep as many parking spaces available as possible, recognizing that locations for stockpiling are limited due to landscaping and other amenities within the Common Areas. Ice melt shall be distributed as deemed appropriate. North facing units may require specific attention, which should be reported to management.
- Owners or tenants may request the treatment or removal of hazardous ice by notifying the Property Manager.

The Association may not be able to meet these guidelines given major blizzard conditions.



## **B. Owner Responsibility:**

*CC&Rs, Article V, Section 5.4, Bylaws, Article XVIII*

**Maintenance of Units:** "... the Owner shall be responsible for all other maintenance and repairs, including without limitation maintenance of his Unit, any fixtures, furnishings, equipment and appliances located thereon. All utilities, fixtures and equipment installed within a Condominium, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of such Unit shall be maintained and kept in repair by the Owner thereof. All heating, ventilation, air conditioning, electrical, plumbing and other such equipment located on, in or adjacent to a Unit that provides service to only one Unit shall be maintained by the Owner of such Unit."

Unit Owners are responsible for the maintenance, repair, and replacement of the improvements and properties located within their Unit boundaries, which are not the obligation of the Association to maintain, replace, or keep in good repair.

### **Owner Responsibility:**

- (a) All windows, glass, casings, locks and related hardware, all framing and window screens;
- (b) All doors, front/rear, any storm/screen doors and their related hardware and framing;
- (c) All interior walls, including the surface materials such as plaster, drywall, paneling, wallpaper, paint, tile and carpeting, all ceilings and floors;
- (d) Any fireplace and all related components including the flue and firebox (excluding chimney caps);
- (e) All electricity, water, gas and sewer lines, heating and cooling systems – air conditioning condenser, the furnace, duct work, water heater and their related systems, [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, exterior electrical outlets, the doorbell, front and rear light fixtures, or other utility located within the Unit;
- (f) 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;
- (g) Light fixtures/bulbs: the front and rear light fixtures and light bulbs;
- (h) Any lighting in the attic and "each Owner shall be solely responsible for removing, cleaning and repairing, at the Owner's sole cost and expense, all damage resulting from snow which may from time to time blow into the Unit attic or basement";
- (i) Rear patio areas, any concrete stoops, stairs, wooden decks and stairs and any item installed within the confines of the patio (concrete, metal gate, any landscaping, underground utilities, etc.), this includes the entire deck or patio structure (stairs, handrails, spindles, floorboards, and joist/supporting materials, concrete, etc.);

- (j) Rear entrance stoop or stairs;
- (k) Any exterior improvements made to the Unit or Lot, including but not limited to patio extensions and modifications to the patios originally installed, even if they extend onto Common Area;
- (l) The main water supply line from the point where it enters the Unit.

In addition, each Unit Owner shall have the responsibility:

- To keep the Unit in a neat, clean and sanitary condition.
- To perform his or her responsibility in such manner so as to not unreasonably disturb other persons in other Units.
- The Owner shall maintain the exterior patio and garage area in a neat and attractive manner. An Owner shall not paint or change the appearance of the exterior of his or her Unit 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.

**Emergency Response & Repairs:** In the event there is an emergency in your Unit, (loss of water, electricity, gas, sewer backup, etc.), each Owner is to contact a service provider to respond and initially investigate the cause. Owners are also responsible to contact Colorado Springs Utilities to inquire about utility concerns, 719-448-4800. If it was determined that the cause of the emergency lies within the confines of that Unit/Building; that Owner would be responsible for effecting repairs. An example would be in the event of a sewer line backup, if the blockage were found to be within the boundary of the Unit, that Owner would be responsible for the repairs. If the blockage were found to be outside the confines of the Building/Unit, 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. The Association is not responsible for reimbursing the Owner for the cost of any repairs to the interior of the Unit or other areas for which the Owner is responsible.

**Water Hoses and Indoor Pipes:**

Water hoses may be outside only during time of use. Water hoses must be disconnected from outside water taps before the first freeze; otherwise, water is trapped in the faucet which could result in damage. Owners are responsible for any damage to water outlets attached to their unit. During periods of extreme cold, it is the responsibility of each Owner/resident to maintain a temperature within their unit sufficient to prevent interior pipes from freezing. If an occupant turns their thermostat off or to a low setting (below 55 degrees), there is a risk of pipes freezing and causing substantial damage to their unit and possible damage to adjoining units. If such damage occurs, the Association shall not be liable.

**Windows & Doors:**

a. *Windows & Doors – Frames*

Owners may 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. The Association will paint the wood trim areas on the exterior surfaces periodically as determined by the Board.

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.

b. *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.**

c. *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.

**Air Conditioners:**

a. *Installation*

Window air conditioners and fans which protrude past the screen area of the window are prohibited. Temporary air conditioners (e.g., window mountable units) or similar appliances such as evaporative (swamp) coolers may be permitted under special medical approval conditions. Central air conditioners installed on the ground immediately next to the residence are permitted as well as interior window mount units that do not extend outwards from the screen. All Owners must have written ACC permission prior to installation.

b. *Operation*

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

**Screen/Storm Doors:** All requests for new doors must first be submitted to the ACC for review. There are four (4) approved color choices of white, beige, wine berry and burnt sienna. The Owner shall be responsible for the maintenance of the door. All storm door should meet or exceed the following specifications:

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

**C. 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.

## V. MISCELLANEOUS

### A. Nuisances - Bright Lights/Loud Noises:

*CC&Rs, Article VII*

No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done or placed in any Building/unit, 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 Building/unit that is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Building/unit or automobile that is unreasonably loud or annoying; and no odors shall be emitted from any Building/unit that are noxious or offensive to others.

### B. Soliciting / Flyer Distribution / Advertisement:

No forms of solicitation and/or advertisement shall be distributed or displayed within the community. This includes home businesses, Real Estate advertisements, etc. Signs advertising that a Unit is for sale or rent may be placed on the inside of a Unit's window. See VI. (A) for further information on Real Estate signs.

### C. 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.

### D. Trash / Recycling:

Trash is collected one (1) day a week, currently Monday. If a holiday falls on the normal pickup day, the pickup is delayed one day. **Trash is not to be kept on the porch or patios at any time.** All refuse must be placed in a toter that will protect the trash from being blown throughout the community prior to pick up. No hazardous materials, including vehicle batteries, oil, parts, furniture or other items too large or heavy for pick-up shall be disposed of. All trash is to be placed in the toter by 7:00 a.m. on the day of pickup. If you have oversized items, please call the Property Manager for a special pick-up and billing. Any trash left outside the toter that is identified may result in assessment fines. All recycling bins are to be secured in such a manner that prohibits the blowing of recycling goods. All toters and recycle bins shall be stored inside the garage, except for after 6 p.m. the night before or the day of service. Toters and recycle bins must be returned to the garage no later than the end of the day following trash pickup.

**E. Porch/Patio/Deck Lights:**

If Owners would like a photocell or motion detector light, they may install a sensor or replace the fixture at their own expense after receiving prior written ACC approval. The fixture must closely match the existing style.

**F. Antenna / Satellite or Internet Broadband Dishes / Over The Air Reception Devices:**

Antenna and satellite dishes of one (1) meter or less may be installed within the Unit. If an acceptable quality signal cannot be obtained by installing the antenna or dish in the Unit, or if such installation unreasonably increases the cost of or unreasonably delays installation, maintenance or use of the antenna or dish, then the antenna or dish may be mounted in a bucket of sand or concrete on the patio. If installation in a bucket prevents reception of an acceptable quality signal or unreasonably increases the cost of or unreasonably delays installation, maintenance or use of the antenna or dish, the antenna or dish may be mounted on a board on the patio. Antenna and dishes may not be attached to the structure in a way that penetrates the structure.

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.

**G. Mailboxes:**

Mailboxes are the property of the United States Post Office. For information regarding keys, problems with locks, etc., please call the main post office. They can direct you to the proper substation that handles your individual box.

**H. 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.

**I. Pest Control:**

The Association provides for the treatment and/or removal of nuisance, biting, or stinging insects/animals, including bees, ants, hornets, wasps, skunks, snakes, and squirrels outside the home, in the Common Areas. 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.

**J. 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 or otherwise provided in the Declaration. An Owner may use a specifically designated portion of his unit as a home business office if zoning allows such use and with Board approval. Board approval may thereafter be withdrawn or terminated by the Board at any time. Home businesses are 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, Rules and Regulations, Resolutions of this Association, 3) Infringe on the peaceful enjoyment of the immediate neighbors, specifically or the community in general.

In order to obtain approval, the Owner must submit a written request to the Association with the following information/statements:

- The general nature of the business activity, a statement that the activity will not be apparent or detectable by sight, sound or smell from outside the Unit;
- A statement that the activity will not involve visitation to the Unit/community by employees, clients, customers, suppliers or other invitees in greater volume than would normally be expected for guest visitation to a residential Unit without business activity;
- A statement that the activity will not increase traffic in the community in excess of what would normally be expected for residential Units in the community without a business activity;
- No business activity will be approved if it increases the Association's insurance premium or negatively affects the Association's ability to obtain insurance, if it will constitute a nuisance, hazardous or offensive use or a security threat to others, or if it will result in a materially greater use of Common Area or Association services. Approval may be withdrawn if any of the above factors change.

**K. Lease/Rental:**

*CC&Rs, Article VII, Section 7.2*

1. No leases shall be allowed unless the Owner advises the Association of the Owner's off site address, a copy of the lease is provided with the Addendum and 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; CC&Rs and inform said tenant(s) that all of these rules and restrictions are enforceable against a tenant. Owners must submit the required Addendum as a part of the Lease to the Association upon execution of a new lease, any renewal or extension.
2. Any lease agreement shall provide that the terms shall be subject in all respects to the provisions of the CC&Rs, 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 the Association to impose separate fines and/or evict a tenant. Short term and hotel type leases and subletting are not allowed. After the completion of a full lease term, that current resident may rent on a month-to-month option.

**L. Display of the American Flag or Service Flag:**

The display is permitted but the Association must first approve the size, placement and manner of display. The Flag must be flown in accordance with the Federal Flag Code, P.L. 94-344; 90 STAT. 810; 4 U.S.C. 4 to 10. Lighting of a flag on individual units is not permitted. Therefore, flags shall be required to be removed daily in accordance with proper etiquette for the display of the American flag or service flag.

## **VI. SIGNS & OTHER DISPLAYS**

### **A. 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 notwithstanding the following exceptions: one (1) small professional sign placed inside a window offering a unit for sale or rent, open house advertisements by the front entrance to the Property and in front of the subject Unit (ONLY during the hours of the open house).

Typical signage that is acceptable shall include:

- (a) Small decals placed on windows or the exterior of the unit indicating a security system exists on the property.
- (b) One small sign restricting solicitation to be placed discretely at the entrance of a residence.
- (c) A name plate of the occupant.

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

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

### **C. Construction/Advertisement/Other Signs:**

No signs or advertising devices of any nature shall be erected or maintained on any part of the community without the prior written consent of the Board. If you are unsure about a sign or request, please contact the Property Manager for more information.

## **VII. Parking and Vehicles**

*CC&Rs, Article VII, Section 7.13*

### **A. General Restrictions for Roads / Courtyards / Parking Areas:**

Roads within the community are designated as private streets; traffic shall NOT exceed a speed limit of 10 mph.

All vehicles must be parked in a designated space and not have any portions of the vehicle protruding beyond the parking space boundary (depth and width of existing parking lines and no portion can extend into the sidewalk area or into the street).

No vehicle repairs (including those to trailers) may be performed on property outside of a resident's garage except in the following instances:

- Repairs that are performed outside of quiet hours, as set forth by current city ordinance (currently from 10 p.m. through 8 a.m.);
- Repairs that do not prevent access to another resident's garage.

Residents may temporarily park vehicles in front of their own garage under any of the following conditions:

- Loading or unloading (including trailers);
- Cleaning/washing;
- Performing minor repairs that cannot be performed within the resident's garage;
- Vehicle owner is present and able to move the vehicle upon reasonable request.

Parking is not permitted within the center courtyard of each building due to the barrier it would cause to other residents' ability to access their garages.

Guests staying for periods of more than seven (7) days must contact the Property Manager. No Owner shall use the street, courtyard or parking areas for storage of a vehicle of any kind.

Any unattended vehicle parked in a fire lane, in a designated no parking area, blocking a garage, in violation of the CC&Rs 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.

The parking of motorcycles, scooters, mopeds, ATVs or other licensed or unlicensed vehicles, in addition to a car in a designated parking space is prohibited.

#### **B. Parking Permits:**

Each Unit will be issued two (2) parking permits. All vehicles parked within the community, except for those parked within an enclosed garage, must display a parking permit. Permits may be obtained from the Association's President or by contacting the Property Manager. If a resident has a guest parking within the community, either an unused parking permit shall be placed in the vehicle or if both parking permits are used, a notice shall be placed on the dashboard with the following information: guest of [resident's address], the resident's name and the expected departure date. This will assist the Association in contacting the appropriate person if a guest's vehicle needs to be moved. **Vehicles that do not display a parking permit or a guest notice may be towed.**

#### **C. Vehicles – Maintenance:**

All vehicles shall meet local noise requirements; automobiles and motorcycles 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 outside of a Unit's garage except as authorized in Section VII (A). Any damage caused by improperly maintained vehicles will be repaired by the Association and billed to the Owner of the Unit. The number of motorized vehicles permitted in any parking space at any given time is limited to one.



#### **D. Commercial Vehicles:**

Commercial vehicles may not be parked within the community. A commercial vehicle is defined as a vehicle with any of the following characteristics:

- A rack for ladders or other equipment used in construction;
- Equipment used to hold glass or pipes or any other maintenance implements in place;
- Commercial equipment mounted on a loading platform;
- Utility company vehicles;
- Vehicles which do not fit wholly within a garage or designated parking space.

#### **E. Vehicles – Parking - Other:**

No boats, trailers, campers or recreational vehicles shall be parked in the community except for limited periods of time not to exceed seventy-two (72) hours. Such vehicles shall not be parked or left unattended in the garage areas except for the purpose of cleaning, loading and unloading. Such recreational vehicles shall not create an access problem to other residents nor shall such vehicles be parked inappropriately within the community (i.e., within fire lanes) and they must be in compliance with Section VII (A). Such vehicles are subject to the immediate removal (towing) at the Owner's expense.

All vehicles must display a current vehicle registration, proper number of license plates, and be in operable condition (meaning able to drive under its own power, have inflated tires, all glass, etc.). An unlicensed, inoperable, or abandoned vehicle is subject to towing at the Owner's expense without liability to the Association.

Vehicles may not be left in the same parking space for a time period exceeding five (5) consecutive days. Those that are parked in the same space for five (5) or more consecutive days will be stickered and given a 72 hour notice to be moved. Failure to comply within the 72 hour time period may result in the removal (towing) of the vehicle at the Owner's expense. Repeat offenders may be towed with less than 72 hours notice at the discretion of the Board or Property Manager.

### **VIII. PETS**

*CC&Rs, Article VII, Section 7.4*

#### **A. General:**

The Association has encountered difficulties with pets, including damage to the Common Area, defecation, barking and noise, dogs running loose in the Common Areas, and risk of injury to children and other persons. These Rules are necessary for the health, safety, welfare and comfort of the Association.

Each Owner/resident is limited to a total of two (2) pets, for example two (2) cats or two (2) dogs or one (1) cat and one (1) dog. An Owner/resident may also keep fish. No pet(s) shall be kept for the purpose of breeding, boarding, or commercial purposes. The total number of permitted household pets includes any dogs or cats that are brought into the community by a guest.

Therefore, if a resident already has a total of two (2) household pets, the resident's guest may not bring another pet even temporarily.

- No pet shall be permitted to run loose anywhere in the community;
- Pets are permitted within the enclosed patios or balconies, but the Owner must be home and prepared to silence the pet should excessive barking or howling begin;
- When outside, all pet(s) 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 Unit unless the Owner is present;
- No pet shall be left outside unattended for any reason; 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.
- The Owner of a pet agrees that the Association shall have the right to revoke the pet if there are repeated violations of the Declaration or Rule or any future rule and may require the immediate and permanent removal of that pet. The Association agrees that revocation of any pet will be an absolute last resort if all other attempts to gain compliance have failed.
- 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 immediately dispose of the feces may be fined on the first offense. Repeat offenses may result in fines and/or repair costs for damages. In the case of multiple offenses, the Owner may be compelled to remove the pet from the community.
- No pet shall be permitted to bark, howl, whine, or otherwise create any obnoxious or excessive sounds, odors, or disturbances. Excessive shall be defined as a loud repetitive noise for an extended period of time. An example of normal behavior would be a pet alerting its Owner of people near the home while they pass by or visitors to the home.
- No pet(s) shall be kept for the purpose of breeding, boarding, or any other commercial purposes.

#### **B. Owner's Duties:**

The Owner of any pet shall assume any and all liability for the pet and its compliance with the governing documents. The Owner of a pet hereby releases the Association, its agents and representatives, from any claims regarding such pet and shall indemnify and hold the Association, its agents and representatives harmless from any and all liability for bites, enforcement of this Rule, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the pet. The Owner of a pet shall insure that it is kept in a clean, quiet, and controlled condition.

An Owner of a Unit shall advise his 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.

## **IX. INSURANCE**

The Association carries a master property damage policy on the Buildings. 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. If 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 Unit, as determined by the Board, the Owner will be responsible for the deductible. 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 Unit Improvements, and for their own personal liability. Tenants are responsible for obtaining renter's insurance.

## **X. ENFORCEMENT PROCEDURES**

### **A. Complaints:**

Anyone observing a violation should notify the Property Manager in writing or email and include the following: name and unit number of the person(s) in violation (if known), the date, time, and location of the violation and a detailed description of the violation itself. The name, address and phone number of the person submitting the complaint must also be included. Reports will be handled confidentially (within reason or unless disclosure is legally required), but the information must be supplied to validate the violation(s) and pursue any legal action when necessary. In compliance with the Colorado Common Interest Ownership Act, the Board of Directors follows a uniform and systematic policy to address covenant and rule enforcement.

The Board shall, at its discretion, determine whether or not the complaint shows cause for further proceedings. If the complaint is submitted at a board meeting, 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 that the defendant has committed or permitted a violation.

**B. Notice:**

If the Board decides that cause has been shown for a hearing, the Board shall then send a written notice, by regular mail and certified mail, return receipt requested, to the Owner of the Unit and to any alleged violator, if different, of the Declaration or Rules and Regulations. The notice shall indicate the time and place of the hearing, and any other information regarding violations and fines which the Board deems appropriate in its discretion.

**C. Hearing:**

At the hearing the Board may consider any written or oral information produced by the alleged violator or other interested party. The Board, in its discretion, may close the hearing to the public, press or any third parties who are not witnesses. The Board may proceed with the hearing even if the alleged violator fails to appear or refuses to participate or to submit information. The alleged violator may be represented by legal counsel and may cross-examine any witnesses presented. After hearing any information, witnesses, or documents presented at the hearing, the Board's decision shall be made by majority vote of the Board members present and a brief summary of the decision and sanction, if any, shall be sent by regular mail to the alleged violator.

**D. Extent of Violation:**

Each incident or each day of a continuing violation shall be considered a separate violation for which any maximum fine may be imposed.

**E. Parties to Violations:**

Owners shall be responsible for violations committed by their agents or tenants. The Board may proceed against both the Owner and the agent or tenant, simultaneously or separately, and actions against one shall not bar action against another.

**F. Fines and Sanctions:**

Any fine shall be both a personal obligation of the Owner and an assessment creating a lien which will be recorded against the unit and may be foreclosed. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fine. Any violation shall entitle the Board to recover from the Owner or violator or both, its reasonable attorneys' fees, court costs, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.

## **XI. COLLECTION POLICY / LATE FEES / ASSESSMENTS (DUES)**

In compliance with the Colorado Common Interest Ownership Act and the Declaration of Covenants, Conditions and Restrictions for The Courtyards at Quail Lake Homeowners, the Board of Directors follows a uniform and systematic procedure regarding collection of assessments and other charges.

## **XII. AMENDMENT AND GENERAL PROVISIONS**

### **A. General**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. The Association shall be entitled to recover its attorney's fees and expenses in any enforcement of the CC&Rs or these Rules and Regulations, or both.

## **XIII. PROPERTY MANAGEMENT**

The services of a management firm have been contracted to handle the day-to-day enforcement of the Rules and Regulations, Declaration, Covenants and Bylaws. Subject to the approval of the Board, the managing agent is authorized to take those actions necessary to ensure the compliance of all residents with the standards of the complex.

Z & R Property Management  
6015 Lehman Dr., Suite 205  
Colorado Springs, CO 80918  
Office: 719-594-0506  
Fax: 719-594-0473  
E-mail: [Derek@Zandrmgmt.com](mailto:Derek@Zandrmgmt.com)

Additional copies of this booklet are available from  
the property management company or can be  
viewed/printed online at  
[www.courtyardsatquailake.org](http://www.courtyardsatquailake.org)

# Attachment A

## LEASE ADDENDUM

This Addendum is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ (hereinafter called "Lessor"), \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "Lessee") adds the following provisions to the residential lease agreement entered into between Lessor and Lessee dated \_\_\_\_\_ ("Lease") for the lease of the property located at \_\_\_\_\_ ("Lot"):

1. Lessee and Lessor acknowledge that the Lot is in a covenant controlled community and that the Lot this Lease are subject to the Declaration of Covenants, Conditions and Restrictions for The Courtyards at Quail Lake Homeowners ("Declaration"), the Articles of Incorporation of The Courtyards at Quail Lake Homeowners Association, Inc. ("Articles"), the Bylaws of The Courtyards at Quail Lake Homeowners Association, Inc. ("Bylaws") and rules and regulations adopted by the Board of Directors of The Courtyards at Quail Lake Homeowners Association, Inc. ("Association"). Association shall be a third party beneficiary of this addendum.

2. Lessee shall comply strictly with the Declaration, the Articles, the Bylaws, and the rules and regulations adopted pursuant thereto, as any of the foregoing may be lawfully amended from time to time. Lessee shall control the conduct of his or her family and guests in order to assure compliance with the foregoing and shall indemnify and hold Lessor and the Association harmless for any such person's failure to comply. Lessee acknowledges that the violation by Lessee, or any occupant or person living with Lessee, of any provision of the Declaration, Bylaws, or the rules and regulations adopted thereunder, shall constitute a default under this Lease.

In order to enforce the provisions of this Addendum, the Association may bring an action against the Lessor or Lessee for damages or injunctive relief or may impose any other sanction authorized by the Declaration or Bylaws or available at law or in equity including, without limitation, the right to suspend the Lessee's use of Common Area, to impose fines upon Lessor or Lessee for such violations, and/or to terminate the lease. Failure by the Association to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter.

Lessee and Lessor hereby represent that Lessee has been given a copy of the Declaration, Articles, Bylaws, and rules and regulations of the Association, that Lessee has read them, and that Lessee is bound by them. If Lessee or a person living with Lessee violates the Declaration, Articles, Bylaws or a rule or regulation for which a fine is imposed, the Association shall have the option to assess a fine against Lessee; provided, however, if the fine is not paid by Lessee within the time period set by the Board of Directors of the Association, Lessor shall pay the fine upon notice from the Association of Lessee's failure to pay the fine. Unpaid fines shall constitute a lien against the Lot.

3. The Lot may not be sublet by Lessee without the express written consent of the Association, notwithstanding any other provision of the lease.

4. This Addendum shall not be modified without the written consent of the Association.

5. This Addendum shall remain in effect for the duration of Lessee's tenancy, whether by renewal of the lease or as a holdover tenant.

6. If there is a conflict between the Lease and this Addendum, this Addendum shall control. All unaffected provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LESSOR: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)

LESSEE: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please Print)