

The Courtyards at Quail Lake Homeowners Association, Inc.

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The Courtyards at Quail Lake Homeowners Association, Inc.

RULES AND REGULATIONS

**These Rules & Regulations dated November 17, 2021
supersede all previous Rules and Regulations**

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 from now on referred to as the governing documents. If the conflict between these documents, the CC&Rs shall prevail, followed by the Articles of Incorporation and 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 that may not be specifically detailed in the CC&Rs and present those and other policies in a more explicit, 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

I. ASSOCIATION STRUCTURE

A. Board of Directors:

Articles of Incorporation, Article VII

The Association is a non-profit corporation governed by its Board of Directors. The Board is a volunteer group of homeowners who meet regularly 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) regularly. All Owners are welcome at the meetings to observe and present concerns during the agenda item allowing such matters. 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 before the meeting if the issue requires research so that items 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 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 installing central air conditioning, a screen door, window or door replacement, 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 10th 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 pick-up 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 designed explicitly 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 ACC must first approve the light fixture.

Exception: Seasonal/holiday lighting may be displayed outside a home on the front or rear patio area and bushes/trees immediately adjacent to the house 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 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 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 the 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 designed explicitly 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 avoid 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. If 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, wineberry, or burnt sienna. The owner shall be responsible for the 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 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 harmful or offensive odors, and the storage of any item(s) that may attract insect or other parasitic infestation, as determined by the Board. Things such as trash bags, coolers, brooms, snow shovels, lawn, and gardening supplies 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 using 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 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. This rule intends to allow Owners to display small, personalized items that would enable 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 quickly 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 all liability for any article left in any of these areas or any resulting injury.

B. Recreational Activities:

Recreational games, sports, and 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 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 actions or actions of their family members, residents, contractors, guests, pets, etc. The Association disclaims any 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 are 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 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 re-stain 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 notify the Association if any problems are seen with the stucco wall. If the Association performs repairs, the owner must grant access if required to complete the work. Suppose it is determined that damage is caused to the patio wall by an Owner who fails to maintain the patio. In that case, 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 Areas:

The Association shall be responsible for the landscaping and maintaining the Common Areas and shall have the grass, weeds, trees, and vegetation cut and 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 to provide appropriate 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 ground’s 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 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, ductwork, water heater, and their related systems, [dryer vent - each owner is responsible for having the venting cleaned and inspected each year]; telephone and television cable lines, any communication or other service receptacles and 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 serves 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 installed initially, even if they extend onto Common Area;
- (l) The main water supply line from the point where it enters the Unit.

Also, 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 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, the Association is responsible.

Emergency Response & Repairs: If 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 for contacting Colorado Springs Utilities to inquire about utility concerns, 719-448-4800. If it were determined that the reason for 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 Unit's interior or other areas for which the owner is responsible.

Water Hoses and Indoor Pipes:

Water hoses may be outside only during the time of use. Water hoses must be disconnected from outside water taps before the first freeze; otherwise, water is trapped in the faucet, resulting in damage. Owners are responsible for any damage to water outlets attached to their unit. During periods of extreme cold, each Owner/resident's responsibility is 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 be responsible for replacing all windows and doors, including the frames and hardware. The approval of the ACC must be obtained before 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 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 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 before 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 cannot use sheets, towels, tin foil, cardboard, or other coverings that are not intended as a reasonable window blind.

Air Conditioners:

a. Installation

Window air conditioners and fans that protrude past the window's screen area 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 allowed, and interior window mount units that do not extend outwards from the screen. All Owners must have written ACC permission before installation.

b. Operation

All central air conditioners (or similar appliances) and any related fixtures must be maintained in an attractive, clean, quiet, and safe condition. Any air conditioner or similar device, which creates an annoying situation 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, wineberry, and burnt sienna. The owner shall be responsible for the maintenance of the door. All storm doors 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
- a 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 Association's obligation shall rest solely with the Association, which shall be responsible 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 spotlights, etc.].

No activities shall be conducted on the Properties and on improvements constructed on the Properties, which are or might be unsafe, hazardous, or annoy 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 excessive glare; no sound shall be emitted from any Building/unit or an automobile that is unreasonably loud or annoying, and no odors shall be emitted from any Building/unit that is harmful or offensive to others.

B. Soliciting / Flyer Distribution / Advertisement:

No forms of solicitation and advertisement shall be distributed or displayed within the community.

C. Trash / Recycling:

Trash is collected one (1) day a week, currently Monday. If a holiday falls on the regular pick-up day, the pick-up is delayed one day. **Trash is not to be kept on the porch, balcony, or patios at any time.** All refuse must be placed in a toter to protect the garbage from being blown throughout the community before pickup. 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 pick-up. If you have oversized items, please call the Property Manager for a special pick-up and billing. Any trash left outside the toter 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 pick-up.

D. 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.

E. 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. Suppose 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. In that case, 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 any stucco surface. Please contact the Property Management Company for further information.

F. Mailboxes:

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

G. Quiet Hours:

As set forth by current city ordinance, quiet hours are from 10 p.m. through 8 a.m. At all times, residents shall take care not to 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.

H. Pest Control:

The Association provides for the treatment and 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.

I. Home or Other Business:

No business activity of any kind shall be conducted in any Unit or any other community portion, 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 board approval. After that, board approval may 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.

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 above what would typically 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 materially more significant use of Common Area or Association services. Approval may be withdrawn if any of the above factors change.

J. 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 part of the lease to the Association upon executing a new lease, 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 evict a tenant. Short-term and hotel-type leases and subletting are not allowed. After completing a full lease term, that current resident may rent on a month-to-month option.

K. Flags and Banners

Colorado law prohibits the enforcement of any covenant or rule which bans the displaying of the flags and banners. Therefore, this rule sets forth the size, location, and manner of the display of flags and banners, and the definition and placement of flagpoles consistent with the State of Colorado and Federal laws.

- A. Flag/banner – A piece of cloth or similar material, typically rectangular, oblong, or square, attachable by one edge to a pole or rope, with a distinctive design.
- B. Commercial – Pertaining to the exchange or buying and selling of commodities and/or intending to make a profit.
- C. Flagpole – Any pole on which to raise a flag. A “freestanding flagpole” is a flagpole that is installed in the ground. An “attached flagpole” is a flagpole that is attached to something other than the ground.

Approval. Any Owner or occupant desiring to install a flagpole, and/or flag/banner to the Dwelling Unit shall do so in accordance with this rule. **An Owner or occupant shall obtain written approval from the Association prior to installation of any “freestanding flagpoles”** in accordance with any policy and procedure adopted by the Board pertaining to architectural review.

Size and Location of Flags/Banners. Flags/banners **may not exceed 3’ x 5’ square feet**. No more than a total of **one (1) x flag/banner** may be displayed on a Unit, including in windows and on balconies, patios, or decks. All flags/banners shall be professionally manufactured and lettered. No handwritten flags/banners shall be allowed. **Flags/banners may not be installed on the Common Areas without the express written consent of the Association.**

Manner and Display of Flags/Banners.

A. Flagpoles

- 1. Freestanding flagpoles may not be installed without the prior written approval from the Association and must comply with the municipal height and setback limits.
- 2. Freestanding flagpoles **may not exceed 10’ feet** in height.
- 3. A single attached flagpole may only be attached to the **front right side stucco column of the Dwelling Unit**, so as not interfere with the left side Dwelling Unit address number. The flag mount must be centered on the right-side stucco column to ensure uniformity throughout the community. If the flag mount is removed, the Owner or occupant is required to repair the mounting location with a proper stucco patch and paint match to color promptly.
- 4. Flagpoles may not be placed or attached to any Common Areas.

VI. COMMERCIAL SIGNS & OTHER DISPLAYS

A. For Sale/For Rent Signs:

1. No signs shall be placed in the Common Areas. One (1) sign **not to exceed 18” x 24” inches** may be displayed on a Unit, including in windows and on balconies, patios, or decks.
2. All signs shall be professionally manufactured and lettered. No handwritten signs shall be allowed.
3. One (1) “For Sale” or “For Lease” sign **not more than 18” x 24” inches**, advertising the Unit for sale or lease may also be placed on the individual Unit boundary (limited common area).
4. In addition, a maximum of two (2) home security system signs may be placed in the ground within two (2) feet from the front/rear doors. Small window stickers/decals advertising home security are permitted.
5. **No other commercial signs or advertising devices of any nature shall be erected or maintained on any part of the community without prior written consent of the Association.**

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 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 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;
- The 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 more than seven (7) days must contact the Property Manager. No Owner shall use the street, courtyard, or parking areas to store a vehicle of any kind.

Any unattended vehicle parked in a fire lane, in a designated no parking area, blocking a garage, violating the CC&Rs and Rules and Regulations, or constituting a threat to the community's safety 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 attorney's 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 Unit's Owner. 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 that 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 not to exceed seventy-two (72) hours. Such vehicles shall not be parked or left unattended in the garage areas except for 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). They must comply with Section VII (A). Such vehicles are subject to immediate removal (towing) at the owner's expense.

All vehicles must display a current vehicle registration, valid 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 period exceeding five (5) consecutive days. Those 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 72 hours 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 board or property manager's discretion.

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 breeding, boarding, or commercial purposes. The total number of permitted household pets includes any dogs or cats 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 allowed 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 revoking 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 repair costs for damages. In multiple violations, 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. 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 house.
- No pet(s) shall be kept for breeding, boarding, or other commercial purposes.

B. Owner's Duties:

The owner of any pet shall assume any liability for the pet and its compliance with the governing documents. The owner of a pet, as a result of this, 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 liability for bites, enforcement of this rule, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the pet. A pet owner shall ensure 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. 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. Suppose an owner has a claim that the owner believes to be covered by the Association's master policy. In that case, the owner must contact the Property Manager regarding the subject matter of the claim. Suppose the subject matter of the claim falls within the Association's insurance responsibilities. In that case, the Association will submit the claim to the insurance carrier, provided the cost of repair is likely greater than the deductible. Suppose 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. In that case, the owner will be responsible for the deductible. In this event, the owner will be solely responsible for the deductible payment (or paid upfront by the Association for immediate reimbursement to the Association).

All Owners should have an 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 for obtaining adequate insurance coverage for personal belongings, improvement and betterments made to the Unit Improvements, and their own personal liability. Tenants are responsible for securing renter's insurance.

X. ENFORCEMENT PROCEDURES

A. Complaints:

Anyone observing a violation should notify the Property Manager in writing or e-mail 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). Still, 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. Suppose the complaint is submitted at a board meeting. In that case, the Board shall not decide the validity of the complaint at that meeting but rather set it for hearing later if it finds a cause that the defendant has committed or permitted a violation.

B. Notice:

Suppose the Board decides that cause has been shown for a hearing. In that case, the Board shall then send a written notice, by regular mail and certified mail, return receipt requested, to the Unit's owner and 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:

The Board may consider any written or oral information produced by the alleged violator or other interested parties at the hearing. 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 submit information. The alleged violator may be represented by legal counsel and cross-examine any witnesses presented.

After hearing any information, witnesses, or documents presented at the hearing, the Board's decision shall be made by a majority vote of the Board members present. If any, a summary of the decision and sanction shall be sent by regular mail to the alleged violator.

D. The 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 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 the 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 after that.
3. Unless the context provides or requires the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and any gender shall include all genders. The provisions of these Rules and Regulations shall be deemed to be independent and severable. The invalidity of any one or more of the provisions hereto, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. The captions to the sections are inserted herein only as a matter of convenience and reference. They are in no way to be construed to define, limit, or otherwise describe the scope of these Rules and Regulations or the intent of any provision hereto.
4. 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

Additional copies of this booklet are available from the
property management company or can be
viewed/printed online at
www.CourtyardsAtQuailLake.com

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 is 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 to it, as any of the preceding 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 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 after that.

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 the 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)