

RULES AND REGULATIONS  
OF  
TOWNHOMES AT WINDJAMMER POINTE  
Owners Association, Inc.  
July 2010

THESE RULES ARE WRITTEN TO KEEP THE COMMUNITY NEAT, ATTRACTIVE, AND CLEAN FOR ALL CONCERNED. PLEASE COOPERATE BY ABIDING BY THESE RULES AND HELP THE COMMUNITY BY REMINDING OTHERS. Please report in writing any infractions you may observe to the management company or a board member.

I. HOMEOWNERS ASSOCIATION

- A. Each owner of a Lot in the subdivision is responsible for reading the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and the Bylaws and these Rules (the "Association Documents"). Each owner and residents shall strictly comply with the Association Documents.
- B. Pursuant to the authority granted by the Colorado Common Interest Ownership Act, and Article VII, Section 7.18(b) and Article XII, Section 12.2 of the Declaration of Covenants Conditions and Restrictions, the Board may adopt rules 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 Declaration and to the most current copies of the Rules and Regulations of the Association. Copies of the Association documents are available from the Association's property management.
- C. The Board is a group of volunteer homeowners, which meets on a regular basis to conduct the business of the Association; that is, to exercise discretion and reasonable business judgment in conducting the Association's operations, to authorize maintenance and repairs as needed, to review the efforts of the property manager, and enforce the Association documents.

II. ARCHITECTURAL CONTROL

- A. Each owner shall strictly comply with the requirements for architectural approval set forth in the Association Documents. The Board shall have sole and complete discretion in interpreting, enforcing and determining compliance with the architectural control provisions of the Association Documents and upholding the authority of the Architectural Control Committee (the "Committee"), which may be the Board itself. No architectural approval shall be effective unless set forth in writing prior to installation or construction. The Board may determine in its sole discretion whether any applicant has met the procedural and other requirements of architectural review.
- B. The following are not allowed to be attached to or placed upon the landscaping or exterior of any Building:
  - a. Buildings
  - b. Fences
  - c. Satellite dishes (specifics addressed later)
  - d. Flag receptacle other than Association provided brackets for US flags only
  - e. Flower Pots

- f. Wind Chimes
- g. Aerial antennae, poles, wires or similar objects
- h. Window air conditioners
- i. All exterior modifications require approval of the Board

- C. Based upon the FCC's regulations, owner/occupants will be allowed to have satellite dishes within their Lot. Dishes must, be professionally installed and shall not be attached to any building or structure unless approved in advance by the Board of Directors.

Standards for installation

All permitted antennas shall be installed so as to comply fully with the FCC requirement and so as not to protrude beyond the railing of any balcony, deck or fence in a rear patio, or other approved location in such a manner as to cross a Lot line and in such a way as to not permanently damage the structure.

- D. No condition shall be permitted within any Townhome balcony, porch, patio or deck, which is visible from other Townhomes or the Common Area and which is inconsistent with the design integrity of the community as determined by the Board at its sole discretion; such conditions include, but are not limited to, window treatments, draperies, shades and hangings and articles on balconies, porches, patios, decks or common area or are visible through a window. All drapes, shades, blinds and other window coverings, shall be white when viewed from outside.
- E. No owner or resident shall change the exterior appearance of the building or landscaping on the lot without written application to the management company and written approval by the Board.
- F. General maintenance of front doors is a responsibility of the Association. Any other exterior door, including the garage door shall be the responsibility of the owner.
- G. No owner or resident shall attach screens, or other items to the exterior of the building. Screens/security doors may be obtained by a written application to the management company and written approval by the Board prior to installation
- H. No signs, notices or other exterior displays shall be exhibited, painted, affixed or otherwise located upon any Lot or any building on a Lot - with the following exceptions: One security sign per unit will be allowed, (either a decal inside a lower floor window or a small sign in the Common Area placed immediately next to the building), one Neighborhood Watch sign. One political sign per issue or candidate may be displayed up to 45 days before and 7 days after election. Signs shall not exceed dimensions of 2' X 3'.
- I. No owner or resident shall plant trees, gardens, or shrubbery in any Common Area.
- J. Garden hoses are to be wound up and put away after each use and must be disconnected during the winter months. Any broken pipes or other damage caused as a result of an Owner or tenants failure to disconnect hoses in the winter or any time the temperature falls below freezing, shall be the sole responsibility of the Owner.
- K. Car washing is allowed in resident's driveway. The owner/resident must clean-up and put away all items used in the washing immediately.
- L. Snow shovels may be stored on front stoop during the months of October through March only.

- M. No owner or resident shall allow any patio furniture, bicycles, swimming pools, hot tubs, toys and other items left out on the front porch or Common Area. These will only be allowed on the back patio or deck. The Association may remove any items left in the Common Area and shall have no liability for such items.
- N. No owner or resident shall have outside basketball hoops or backboards, either on a building or freestanding. Neither shall carports, patio covers or similar structures, wood piles and storage areas be allowed without prior written approval by the Architectural Control Committee.
- O. All types of refrigeration, (including window air conditioners) cooling or heating apparatus shall be concealed except as installed by the Declarant. Also prohibited are any items which extend beyond the porch, patio or window unless approved in writing by the Committee.
- P. Repair, maintenance and replacement of window wells and covers are the responsibility of the owner.

### III. PETS

- A. No more than two cats or two dogs or one cat and one dog shall be permitted on any lot (none of which shall exceed 35 pounds in mature weight.) Any dog and/or cat must be kept inside the building or on leash when outdoors. Droppings by pets must be immediately cleaned up by the pet's owner. This includes all areas.
- B. A copy of guidelines for dog breeds may be obtained from the American Kennel Club (AKC). All Owners may be required to obtain a certificate from a veterinarian that the weight of the animal is less than 35 pounds and proof of vaccinations and current licenses. The Association provides registration of dogs and cats through the Windjammer Pointe web site. The owner of a pet agrees that the Board may revoke permission to keep a pet in the event of any infractions of the Declaration or the Rules and may require immediate removal of that animal.
- C. Animals or pets shall not be bred or kept for commercial purposes, shall not be allowed to make objectionable noises, odors, or otherwise constitute a nuisance or inconvenience to other homeowners, neither shall they be kept in violation of any law or insurance regulation. Pets may not be allowed to run loose through the subdivision nor tied to any tree, building or structure.
- D. Pets shall only be allowed outside the buildings when on a leash or in a carrier. Pets shall be under complete control at all times. Verbal control is not sufficient. If pets defecate on the walks, driveways, or landscape areas, the pet owner must immediately pick up after the pet.
- E. Owner of pets release the Association, it's agents and representatives, from any claims regarding such pets and shall indemnify and hold the Association, its agents and representatives, harmless from any and all liability for bites, enforcement of the Rule, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the pets.
- F. No feeding of wild birds or animals is allowed.
- G. The Board may amend these Rules to provide such restrictions and prohibitions on pets and animals in the future as may be necessary in the sole discretion of the Board.
- H. For detailed information please refer to Section 5.2 and 7.4 of the Declarations.

#### IV. VEHICLES

- A. All Owners, residents, and guests shall drive with extreme care and will obey the speed limit to avoid injury to children, other residents, other vehicles or property.
- B. All Vehicles must meet local government noise and safety requirements. Vehicles or motorcycles without mufflers in good condition are prohibited. Riders of vehicles shall not run the engine at anytime, anywhere within the Community.
- C. No abandoned vehicles, recreational vehicles, boats, campers, or trailers shall be parked in any driveway, on any Lot, on any private street or elsewhere in the subdivision. An “abandoned vehicle” is any automobile, truck, motorcycle, boat, trailer, camper, motor home, house trailer or other similar vehicle which has not been driven under its own propulsion, or has not been moved for a period of five (5) days or longer. No single vehicle shall occupy more than one parking spot at any point in time.
- D. No mechanical work on vehicles will be performed, except for emergency measures needed to start a vehicle.
- E. Any owner is responsible for any damage caused by moving vans, or other heavy load trucks – including those utilized by guests or tenants.
- F. No Parking, for any length of time, shall be allowed in any fire lanes or other restricted areas of the private streets. No vehicle may be parked in such a way as to block access to a driveway. Vehicles parked in violation of this subsection shall be subject to immediate towing without notice. The offending party will pay all expenses, fines and attorney fees incurred in any violation and assume all risk of loss and damage to the vehicle.
- G. Garage doors shall be closed at all times except when used for ingress or egress.

#### V. Common Area

- A. Each owner, the owner’s family, guests, and invitees may use the Common Area, including the sidewalks, for the purpose intended, subject to the Rules and Regulations and the direction of the Board of Directors. *DEFINITION:* Limited Area (Limited Common Area, Limited Common Element, maintenance area) is any part of the property that is reserved for the exclusive use of the owner/occupant (i.e. Back patio, front porch, deck) Common Area, Common Element, is defined as sidewalks, driveways, grassy areas, and landscaped areas.
- B. Playground and basketball court hours are from 9 AM to sunset. The area shall be kept clean by individuals using the facilities. Trash receptacles have been provided to assist with this. There shall never be any removal or throwing of any rocks.

#### VI. Nuisances.

- A. Soliciting, whether commercial, political, religious or otherwise is strictly forbidden within the Community. This includes solicitation of residents of the Community and their guests. To the fullest extent allowed by law, solicitors who are not residents or guests, shall be trespassers and be subject to civil and criminal penalties.

- B. No owner/resident shall allow noise from stereos, televisions, or parties that annoys other owners or residents.
- C. No owner, guest, family member or tenant shall damage the landscaped area, or any of the private streets, sidewalks or other areas for which the Association may be responsible, including Common Area and any portion of Lots the Associations maintains. This shall include sprinklers, playground equipment, fencing and utility boxes throughout the Community.
- D. No owner or occupant shall display or discharge any firearm or fireworks in the Community.
- E. Outdoor cooking will be limited to devices that use propane or electricity only. To abide by fire-safety requirements, owners/occupants shall not use grills etc. under overhangs or garages. No wood or charcoal burning devices of any kind are allowed.
- F. No owner or occupant shall store or keep any flammable liquids, solvents or toxic materials in their lots.
- G. Each owner/occupant shall ensure that their exterior faucets are properly drained in the winter. Individual owners/occupants will be responsible for frozen/broken pipes.
- H. All owners and occupants should notify the Association regarding any inoperative light fixtures, drainage problems or other matters regarding the Common Areas. Each owner should keep his/her own lights in operable condition.
- I. Holiday decorations will be allowed on the back patio, front porch, and top deck. Decorations may be displayed two weeks prior to and two weeks following the holiday. Decorations may not be installed in such a way as to penetrate the patio, porch, deck or the siding in these areas.

#### VII. TRASH COLLECTION.

- A. No owner or occupant shall allow garbage cans, trash, or other refuse to be placed outside the building except on the night before pickup and the day of trash collection. Receptacles must be placed back inside garage no later than the evening of pickup day.

#### VIII. INSURANCE/SECURITY ISSUES

- A. The Association's insurance policy does not cover the contents of a home, the personal property therein nor any liability to guests or other occupants therein. Each owner or occupant shall obtain their own insurance for such matters and liabilities.
- B. The Association does not provide police or security services. Each resident is responsible for his or her own safety

#### IX. GUESTS, FAMILY MEMBERS AND TENANTS

- A. Each owner shall make his family members, guests and tenants fully aware of the Association Documents and their requirements and shall incorporate the same in any leases and agreements. Each owner shall be liable for any violations or damage done by the owner's guests, tenants, contractors, and invitees, or family members. Each owner shall be subject to fines, plus the cost of repairs, for any violation of the Association Documents by those persons.

- B. The owner shall provide any tenant(s), with copies of the Rules and the Declaration and inform said tenant(s) that all of these Rules are enforceable against a tenant. Any owner leasing a unit shall provide the Association with the owner's current contact information and shall ensure their tenant complies with all Rules. The owner shall provide written confirmation of receipt of a copy of the Declaration and Rules and Regulations by tenant to the management company.

X. FINES AND PENALTIES

- A. The Board may impose such fines as it determines after providing notice to the unit owner and providing an opportunity for a hearing of the violations of the Association Documents, subject to the Rules of Enforcement.

XI.

GENERAL PROVISION FOR RULES

- A. The Board hereby reserves the right, at any time and from time to time, to modify, amend, repeal or re-enact these rules and regulations in accordance with the Declaration, the Articles of Incorporation and Bylaws of the Association, and applicable law.
- B. Failure by the Association, the Board of Directors or any person to enforce any provision of the rules and regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
- C. 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 here to, 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.
- D. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural will include the singular, and use of any gender shall include all genders.
- E. The captions of 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 here to.
- F. The Association shall be entitled to recover its attorney's fees and expenses in any enforcement of the Association Documents.

These rules were adopted this 8<sup>th</sup> day of July 2010

BOARD OF DIRECTORS  
TOWNHOMES AT WINDJAMMERPOINTE  
OWNERS ASSOCIATION, INC.

President

V. President

