

**AUTUMN HEIGHTS CONDOMINIUM OWNERS
ASSOCIATION, INC.**

RULES & REGULATIONS

(Apply to All Occupants and Owners)

(Effective December 21, 2009)

PREFACE. The Board of Directors of the Autumn Heights Condominium Association, Inc., in accordance with Article IX, Section 9.8 of the Declaration, is charged with the responsibility to make Rules to enforce the provisions of the Declaration or the Bylaws or to govern the Common Elements or Units or both, as are in its sole discretion, consistent with the rights and duties established in this declaration. In addition §38-33.3-302(i)(k) of the Colorado Common Interest Ownership Act applies. The rules that follow are being recorded in the real property records of El Paso County by means of a Notice of Resolution so that they are provided as a matter of public record to all future owners of property in the Autumn Heights Condominium development.

1. **MANAGEMENT.** The Board of Directors (the "Board") of the Autumn Heights Condominium Owners Association, Inc. (the Association) has contracted with a management firm to handle the day-to-day enforcement of the Rules and Regulations, Declaration, and Bylaws. The Managing Agent is authorized to take those actions necessary to ensure the compliance of all residents with the standards of the Autumn Heights Community.

2. **LEASING OF CONDOMINIUM UNITS.** An owner who leases a unit shall provide a copy of the lease, fully executed, to the Managing Agent. The owner and/or occupant must take extreme care in moving into and out of the Community. The Association at the expense of the owner or occupant will repair any damage to the common areas of the Community caused by an owner, resident, their agents or visitors. All leases shall provide that the Association may, on behalf of the owner, evict any tenant or occupant who is violating the Declaration or these Rules and Regulations. A copy of the lease agreement must be submitted to the Managing Agent. An owner who leases a unit shall be responsible for advising his tenants of the Declaration and these Rules and Regulations and shall be responsible for any violations or damages caused by the tenants. No less than an entire unit may be leased and no lease under 30 days is permitted. Time-shares and sub-leases are prohibited.

3. **ARCHITECTURAL CONTROL.** No building, fence, wall, or other structure shall be constructed or maintained by an owner, resident, their agents or visitors until the Board, or the Architectural Control Committee, if appointed, approves plans. No homeowner shall enclose by means of screening or otherwise, any common element including any patio or porch, without prior approval from the Board. Satellite dishes or antenna are prohibited to be installed anywhere on the building. With the prior written approval of the Board, satellite dishes not to exceed 24" x 36" may be installed within exclusive use areas such as patios on freestanding masts. The Board on a case-by-case basis may permit installations of masts in the Common Area. No Owner shall modify any patio area without prior written approval of the Board.

4. **DRIVEWAYS AND PARKING AREAS.**

- a. No vehicular traffic shall exceed 10 mph within the Community.
- b. All vehicles shall meet local noise requirements, and automobiles or motorcycles without mufflers in good working order are prohibited.
- c. Notwithstanding any local noise requirements, the Board shall have the right to restrict vehicles that the Board (in its sole discretion) deems to be too noisy or a nuisance.
- d. No boats, trailers, junk vehicles or inoperative vehicles shall be parked on the Community without written consent from the Property Manager (Managing Agent). Such vehicles are subject to immediate removal (towing) at the owner's expense.
- e. No mechanical work whatsoever will be performed on vehicles in the Community except for emergency repairs and then only to restore the movement of the disabled vehicle.
- f. All parking spaces will be on a first-come, first served basis. Residents are prohibited from parking in spaces specifically designated for visitors. No garage shall be modified in such a manner as to restrict vehicle parking. Residents are required to first use the space or spaces in their garages for parking and then the number spaces in their driveway before parking in open spaces in the Common Area.
- g. The driveways and parking areas around the Community have been designed for automobile traffic only. Heavily loaded trucks or moving vans should remain on the main roads to avoid causing damage to the asphalt driveways and parking area. Any damage resulting from unauthorized vehicles will be repaired at the expense of the occupant and/or owner.

- h. To ensure the adequate illumination of the driveways and parking areas, any resident observing an inoperative light fixture should report this condition to the Property Manager.
- i. Parking is allowed only in designated parking areas and all fire lanes around the Community shall be kept unobstructed at all times. All of the streets within the Community are designated as fire lanes. Parking in a fire lane subjects the vehicle to immediate tow without warning at the expense of the vehicle owner.
- j. The Board or Property Manager, at the vehicle owner's expense, may remove any vehicles, which are parked illegally or in violation of the Declaration or these Rules, 72 hours after notice has been placed on the vehicle. Fire lane violations require no such notice.
- k. "Junk" vehicles are prohibited. A junk vehicle shall mean a vehicle that has one or more of the following characteristics but not limited to: A. Visible body damage which is not repaired within a reasonable period of time, B. Replaced body parts that are of a different color than the rest of the vehicle. The Board of Directors, in its sole discretion, shall have the authority to determine whether or not a vehicle is deemed to be a junk vehicle.

5. PARKING AND VEHICLE RULES:

- a. All vehicles owned by owners/renters in the Autumn Heights Condominium Owners Associations' property must be parked in the unit's garage, driveway, if it is large enough to accommodate such vehicle, or designated overflow parking area. Any vehicle that encroaches on or extends over the angled curb line shall be deemed a vehicle that cannot fit into the driveway. No owner shall use the street, driveway of another unit, or visitor parking areas for parking or storage of vehicles of any kind. Notwithstanding any provision of Section 7.10 of the Declarations to the contrary, any truck, pick-up or other vehicle that displays commercial logos or insignia shall be deemed a commercial vehicle and shall not be allowed to be parked in a driveway or on any road or in any of the designated parking places within the Community.
- b. In compliance with the Covenants of the Autumn Heights Condominium Association, owners/renters must use the garage of their unit for parking of the number of vehicles for which the garage was designed. The use of homeowner's garage for storage will be permitted so long as the number of vehicles which normally could be parked in the garage (based upon the number of vehicles the garage is designed to hold) are parked in the remaining space in the garage or in the driveway and are not parked in the overflow area designated for homeowners or guests. Any exception to this rule must be presented to the Board in writing and approved by the Board.

- c. If an owner/renter has more vehicles than can be completely contained in the garage and/or driveway spaces allotted to his/her unit, such additional vehicles must be parked off site or registered and parked in an assigned overflow area. No vehicle is permitted to be parked in any driveway or visitor parking or otherwise assigned space if that vehicle cannot fit entirely in said space. No part of any parked vehicle may extend into the common area or the street. Any vehicle parked wholly or partially in a Fire Lane, in a designated no parking area, blocking a driveway or otherwise parked in violation of the Declaration and Rules and Regulations and thus constituting a threat to the safety of the community may be fined and/or towed away as provided by law, without prior notice.
- d. The number of motorized vehicles permitted in any parking space at any given time is limited to one (1). The parking of a motorcycle, scooter, moped, or ATV in addition to a car in a parking space is prohibited.
- e. Guest parking is limited to a 48-hour continuous period. After the expiration of this time period the vehicle must be removed and may not return to the same or another guest parking space for a period of 72 hours. Visitors staying for longer periods and who will be utilizing guest parking must obtain a permit from the Property Manager. Vehicle owners assume the risk and shall be liable for all fines, towing and attorneys fees incurred in any violation. Visitor parking is for the exclusive use of visitors and is not to be used by owners/renters.
- f. Vehicle owners must ensure that all vehicles are parked in a manner that the does not impair use of the sidewalk or interfere with other common property.
- g. **Other Vehicles:** No RV's, trailers, boats, motor homes, commercial vehicles or inoperable vehicles shall be parked or stored within the Autumn Heights community. All vehicles parked in the Autumn Heights Community must display current vehicle registration tags, proper number of license plates and be in operable condition. Any unlicensed, inoperative, or unused vehicles shall be towed at the owner's expense without liability to the Association.
- h. **Characteristics of a Commercial Vehicle:**
 - 1. A rack for ladders or other equipment used in construction
 - 2. Equipment used to hold glass or pipes or any other maintenance implements in place.
 - 3. Commercial equipment mounted on a loading platform;
 - 4. Commercial Signage or logo painted on or otherwise attached to the vehicle;
 - 5. Utility company vehicles;
 - 6. Vehicles with more than 2 signs in excess of approx. 3 square feet each, regardless of whether the sign contains commercial lettering or logo
 - 7. Any van or trucks rated over $\frac{3}{4}$ ton (e.g: Ford F-350, Chevy 3500, Dodge 3500, etc). Anything over $\frac{3}{4}$ ton will be

considered commercial and must therefore be parked in a garage or off the project.

8. Vans that are not passenger vans will be considered a commercial vehicle. Any van that does not have passenger seats behind the driver, only cargo space will be considered a commercial van.

Not limiting the generality of the aforementioned list, the Board of Directors, in its sole discretion, shall have the authority to determine whether or not a vehicle is deemed to be a recreational or commercial vehicle.

- l. **Definition of a Passenger Van:** Any van that has seats behind the driver and is used primarily for the transportation of passengers and does not exceed 10,000 GVWR will be allowed to park on the project.
 - m. **Speed Limit:** Vehicle and bicycle speeds while driving on the Autumn Heights Community shall not exceed 10 m.p.h. Driving vehicles or bicycles on grass and sidewalks is prohibited.
 - n. **Condition of Vehicles:** All vehicles shall meet local noise abatement rules. Automobiles and motorcycles must have mufflers in good working condition. All vehicles must be properly maintained and not create a disturbance or annoyance to residents. Oil changes, brake replacement, fluid changes or other vehicle repairs are not permitted. Any damage caused to the community by improperly maintained vehicles will be repaired by the Autumn Heights Condominium Owners Association and billed to the owner/renter of the unit owning the vehicle(s).
 - o. **Exceptions:** Vehicles of the police, fire department and security firm, ambulances and other emergency vehicles, as well as utility/maintenance vehicles of companies performing services to the Autumn Heights community are automatically exempt from the above parking rules for the duration of their temporary presence in the Community. Moving vans will also be granted exception from these parking rules for the duration of their temporary presence in the Community provided Z&R Property Management is notified at least one day in advance of their arrival at (719) 594-0506. No such vehicle may, however be parked in such a way that it obstructs access to fire hydrants and it is the obligation of the homeowner and/or renter to see to it that such an obstruction does not occur while the vehicle is parked on the property.
 - p. **Miscellaneous Safety Concerns:** The streets in the Community are narrow and therefore are dangerous when utilized by other than normal vehicular traffic. Consequently, all skateboarding and roller blading within any part of the Community is prohibited. Moreover, all scooters including motorized scooters, are also prohibited within the Community.
6. **PETS.**
- a. Residents shall be permitted to have not more than one dog, not to exceed an adult weight of thirty (30) pounds, two cats, fish and reasonable numbers of small animals, so long as all are bona fide household pets and

not kept for commercial purposes, do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any residents, and are kept in compliance with all applicable ordinances. Residents shall not permit any pet to run loose around the buildings or about the grounds. No resident shall permit any pet to be outside the unit unless on a leash in the hand of a responsible person. Pets shall not be permitted to defecate on the walks, driveways, or landscaped areas in or about the buildings and in the event such shall occur, the pet owner must immediately pick up after the animal. The Association may adopt rules in the future to regulate or even prohibit any of the above types of pets. In cases where pet owners continue to show irresponsibility in pet ownership, the Board may elect to require the removal of a problem pet or prohibit pet ownership for problem units.

- b. No feeding of wild birds or pigeons is allowed. Installation of bird feeders is prohibited.
 - c. Noisy pets, whether inside or outside a unit, will not be tolerated and will be considered a nuisance, please reference #16 for nuisances.
7. **SOLICITING.** Soliciting is strictly forbidden. Please notify the Property Manager if a solicitor appears and appropriate action will be taken. The Association also has posted no soliciting signs at each entrance, so you can notify police if solicitors are trespassing.

8. **PATIOS.**

- a. Patios may not be used as storage areas or in any other way that may distract from the appearance of the building.
- b. Cooking shall be done only on stoves and in ovens installed for that purpose. The use of outdoor gas or electric grills on the patio areas will be permitted only if it does not disturb other owners or occupants.
- c. Residents shall not dry or air clothes on the decks or patio areas or on lines or poles hung on the exterior of any building.
- d. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to, hung, or used in conjunction with any patio, window, or door of the unit without the prior written consent of the Board. All residents and occupants shall use care with items or fixtures kept on patio areas to ensure items are not blown from same.
- e. Homeowners may be permitted to add landscaping in the rock area by their respective patios after obtaining the written approval of the Landscape Committee. Any use of the rock area by their respective patios needs written approval by the Board.

9. **SIGNS AND DISPLAYS.**

- a. No sign, decoration, advertisement, notice or other lettering shall be displayed, exhibited, inscribed, painted or affixed by any owner or occupant on any part of the unit or displayed in the window or door of any

unit. Owners may, however, display no more than one "For Sale" or "For Rent" sign in the windows of a unit. Signs are not to exceed six square feet each.

- b. No unit owner or occupant shall put solar film or similar products on any windows in the unit without the prior written consent of the Board.

10. TRASH COLLECTION AND REMOVAL. No owner or occupant shall allow garbage cans, supplies, milk containers, or other articles to be placed in the entry areas or Common Elements. All refuse must be placed in a strong plastic bag, sealed, and deposited into the appropriate containers provided by the trash companies. Bags should not be set beside the containers. To avoid attracting wild animals, trash containers should not be placed outside of the unit any earlier than the morning of the pickup day.

11. GROUNDS, SIDEWALKS AND COMMON AREAS.

- a. The sidewalks, entrance areas and staircases must not be obstructed or used for any purpose other than ingress and egress of the unit.
- b. These areas should not be used for the storage or temporary placement of anything. This includes toys, bicycles, etc.
- c. No owner or occupant shall do any landscaping in the common area without the Board's prior written consent.
- d. Traffic across the lawn and landscaped areas, except for foot traffic, is not permitted.
- e. No owner or occupant shall erect or have erected any form of aerial, satellite dish, antenna, poles, wires or similar objects or unsightly objects of any kind for the purpose of radio, television or hi-fi reception on any balcony, roof or building exterior.
- f. For safety, all persons are prohibited from accessing any roofs or climbing trees or rocks within the Community. Further, any activity in the Common Area that would potentially damage adjacent units is also prohibited.

12. ASSESSMENTS. Assessments shall be due on the first of each month and late on the 15th of each month. The Association may collect a late charge or administrative fee of Twenty Dollars (\$20.00) per month and/or interest of 18% per annum for delinquent assessments, fine or charge, plus all other expenses of collection, including without limitation attorneys fees and court costs. The Board of Directors may increase the amount of the late charge/fee at any time in the future.

13. WINDOW COVERINGS. All drapes, shades, blinds, and other window coverings shall be white when viewed from the outside of the structure, unless prior written approval of the Board is obtained. An owner and/or occupant shall not install drapes or curtains within the unit unless drapes have a white lining visible from outside the unit.

14. FINES. For the violation and noncompliance of owners and/or occupants with respect to the Rules & Regulations, Declaration and Bylaws the Board may assess fines of up to One Hundred Fifty Dollars (\$150.00) per occurrence depending on the severity of the violation in the sole discretion of the Board. Before such an assessment is made, however, the Board, through its Managing Agent, will send written notice to homeowner requesting full compliance within 30 days from such notice. If no compliance is achieved within this time period, a hearing will be held by the Board which the homeowner may attend to provide explanations for non-compliance with the rules of the Association or a reasonable time frame to achieve compliance. The Board will then decide whether to grant a further grace period or impose a fine immediately. Fines must be paid when demanded; owners and/or occupants shall be liable for costs of collection and reasonable attorneys' fees. The Board may impose fines on a daily or lump sum basis to remedy any violation, after notice and opportunity to be heard.

15. INSURANCE. The Association's policy DOES NOT cover the contents of a unit or liability resulting from of guests on the premises. Each condominium owner and/or occupant must arrange for insurance coverage for all losses and risks growing out of the ownership and/or occupation of the premises.

16. NO NUISANCES.

- a. Owners and/or occupants shall not create any situation wherein their actions or conduct, as determined by the Property Manager or the Board, represents a nuisance or disturbance to other residents. This includes but is not limited to noise, loud music, late-night parties, offensive cooking odors, etc.
- b. Owner and/or occupants shall not store or keep flammable fluids, solvents or toxic materials of any kind in the unit or storage area.
- c. The kitchen and bathroom fixtures shall not be used for purposes other than those for which they are designed and no improper materials; substances or articles shall be put therein.
- d. All owners and/or occupants must exercise diligence in the conservation of utilities.
- e. During periods of extreme cold, it is the responsibility of each owner and occupant to maintain a temperature within their condominium unit sufficient to prevent interior pipes from freezing. If an occupant turns their thermostat to a low setting and leaves the unit unattended during periods of extreme cold, there is a risk of pipes freezing and causing substantial damage to their unit and possibly to the adjoining condominium units. If such damage occurs, Autumn Heights Condominiums Owners Association, Inc. shall not be liable and the negligent owner shall be assessed the cost of the Association's insurance deductible.

17. RULE VIOLATIONS: Covenant or Rule violations should be reported to the Property Manager in writing with as much detail as possible about the date, time and nature of the violation. Anonymous complaints will not be acted upon.

18. WATER SHUTOFF VALVES: Because of the style of construction, not every unit has a water shutoff valve. All owners and residents are cautioned not to shut off the water valves in their units without first consulting their neighbors. This is because you may be shutting off the water to your entire building, so please be careful if you are planning on shutting off the water for any extended period of time. In the event an owner or resident shuts off the water to the entire building, an Association representative may enter the unit to turn the water to the building back on. The costs of this activity shall be charged to the responsible owner. Owners or residents that must turn the water off to accomplish plumbing repairs should first notify the Property Manager to prevent unnecessary confusion or inconvenience to their neighbors.

19. AMENDMENTS: These Rules may be changed or added to by the Board of Directors of the Autumn Heights Condominiums Owners Association, Inc.

**AUTUMN HEIGHTS CONDOMINIUM
OWNERS ASSOCIATION, INC.**

Sidon Harris, President
Date: December 21, 2009