



The Carriages of Charleston Place Homeowners Association



Rules and Regulations Of The Carriages of Charleston Place Homeowners Association

WHEREAS, These Rules and Regulations do not supercede The Carriages at Charleston Place ByLaws or Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, Article VII, Section 7.1(a) of the Bylaws of Carriages at Charleston Place Homeowners Association provides in part:

WHEREAS, The Board of Directors shall have power to adopt and publish rules and regulations and to establish penalties for the infraction thereof"

WHEREAS, Article III of the Articles of Incorporation of Carriages at Charleston Place Homeowners Association provides in part that:

WHEREAS, To be an owners association for the owners to provide for the care, management, control, preservation, operation, maintenance, repair, restoration to promote the safety and welfare of the owners to adopt rules and regulations, to levy and enforce adequate assessments to enforce, in its own name the protective covenants to exercise any and all other rights, powers and authority and undertake such actions as may be necessary as set forth in the Declaration."

WHEREAS, the Colorado Common Interest Ownership Act provides in part:

The association, without specific authorization in the Declaration, may: Regulate the use, maintenance, repair, replacement and modification of common elements; Impose and receive any payments, fees, or charges for the use, rental or operation of the common elements, exercise any other power necessary and proper for the governance and operation of the Association."

WHEREAS, for the health, safety and welfare of all residents and the protection and preservation of the common properties and for the necessary and proper governance and operation of Carriages at Charleston Place Homeowners Association, the Board of Directors wishes to establish reasonable rules, regulations and policies.

NOW THEREFORE BE IT RESOLVED, that the following policies, rules and regulations be adopted by the Board of Directors (hereinafter referred to as "the Board") for Carriages at Charleston Place Homeowners Association (hereinafter referred to as "the Association") and where in conflict with any previously adopted rules, these rules shall prevail:



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Article I. General Provisions

Section 1.1 The use of the common areas is available to all residents in good standing, their family members, and guests subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Carriages at Charleston Place Development, LLC (hereafter referred to as the Declaration").

Section 1.2 No illegal activity may be conducted upon or within any part of the Association's common property.

Article II. Town Home Association Management

Section 2.1 The services of a management firm have been contracted to handle the day-to-day enforcement of the Rules and Regulations, Declarations and Bylaws. The managing agent is authorized to take those actions necessary to ensure residents' compliance of all standards.

Article III. Leasing Of Town Home Units

Section 3.1 Owners are responsible for providing their tenants with a copy of all governing documents upon signing a lease. All owners leasing their units must provide the management firm with a copy of the fully executed lease within 30 days of signing. Leases must be no less than one year. Any damage in the common areas caused by an owner, resident, their agent or visitors will be repaired by the Association at the expense of the owner and occupant.

Article IV. Architectural Control

Section 4.1 All modifications, additions or improvements to the exterior of any town home shall be reviewed and approved by the Board, prior to installation or commencement of construction. Installation or construction of any kind without prior approval will be removed at the owner's expense. It is the intent of the association that the appearance of the units remains primarily consistent therefore, exterior changes or modifications shall be carefully scrutinized.

Article V. Driveways And Parking Areas

Section 5.1 Roads within the community are designated as private streets; traffic shall NOT exceed a speed limit of 10 mph to maintain a safe environment. Streets and driveways are considered fire lanes and parking, except service vehicles, is not allowed.

Section 5.2 All vehicles shall meet local noise requirements. All vehicles must have mufflers in good working condition.

Section 5.3 No boats, trailers, recreational vehicles, commercial vehicles or inoperative vehicles shall be parked in the subdivision except for limited periods of time not to exceed 72 hours for loading and unloading. Such vehicles shall not create an access problem to other residents nor shall such vehicles be parked unattended. Storage of any vehicle is not permitted in any parking space. Such vehicles are subject to immediate removal at the owner's expense.

Section 5.4 No mechanical work will be performed on vehicles in the subdivision except as can be performed within the enclosed garage of the unit, screening the sight, sounds and odors of such repairs. Such repair activity shall be limited to the necessary repairs of the resident's vehicles only and shall not extend to the repair of vehicles not belonging to residents of the unit.



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Section 5.5 Vehicles which are parked on subdivision property illegally, and have not been moved for a period of 3 days (72 hours) or longer shall be determined abandoned and may be towed and/or ticketed at the sole expense of the owner.

Section 5.6 Owners shall be required to use the two (2) parking spaces within their garage, leaving available spaces provided throughout the community for guest parking.

Section 5.7 Authorized parking permits are required under the following circumstances:

- There are 3 (three) licensed drivers living in the unit and 3 (three) vehicles owned by the residents, two of which must utilize the garage for parking.
- Guests or residents requiring a parking space for 72 hours or longer.
- Authorized permits must be displayed from the rear view mirror when parked in the community.

Article VI. Pets

Section 6.1 Pets shall be restrained on a leash, at all times, when outside of the unit, and are to be accompanied by the pet owner or responsible individual.

Section 6.2 Pet owners must immediately clean up after their animals. If a resident, pet owner, is observed leaving pet waste on HOA property, the cost of hiring clean-up will be that residents responsibility

Section 6.3 Any pet that is determined to be, in the sole opinion of the Board, an unreasonable nuisance to the community due to noise, odor or temperament, shall be subject to removal.

Section 6.4 Pet owners are responsible for any damage caused to the common area by their pet(s), the repairs for which shall be made by the Association and assessed to the unit owner.

Section 6.5 As of June 2009, new residents to the community will be allowed only 2 (two) dogs and 2 (two) cats. Dogs may not exceed 40 pounds in weight.

Article VII. Patios And Porches

Section 7.1 Patios may not be used as storage area, or in any way detract from the appearance of the building.

Section 7.2 Residents shall not dry or air clothes on lines or poles hung on the exterior of any building or where visible from the street.

Section 7.3 No attachments shall be affixed to the exterior stucco walls, wood surfaces, or roof of the building, including but not limited to air conditioners, satellite dishes, solar devices, unless reviewed by the ACC and specifically approved by the Board Of Directors. Board approval may require the resident to pay a deposit of \$500 for which a permit will be issued. The \$500 deposit may be returned when the unit is sold and returned to its original state. The new owner may then request a new permit and pay the required fee.

Section 7.4 Patio areas shall not be used as animal control areas if such confinement causes the animal to create a nuisance by noise, odor or temperament. Should such a situation



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prove to be an unreasonable nuisance to the living enjoyment of others, a final ruling on the situation will be at the sole discretion of the Board.

Section 7.5 The Architectural Control Committee (ACC) has approved the Larson 271 TT storm door or equivalent quality and style in the Sandstone color and final approval by the Board is necessary before it can be installed on any unit.

Section 7.6 Black patio wrought iron gates, fencing, and window well grates (provided by Ancona Job Inc. and other manufacturers') must be reviewed and approved by the Board before installation. Maintaining the appearance and functionality of all homeowner exterior additions becomes the sole responsibility of the owner, not the Association.

Section 7.7 Any improvements, modifications or attachments of any kind to any portion of the exterior of the dwelling must be requested from the Management, applied for, reviewed by the ACC and approved by the Board prior to start of work.

Article VIII. Trash Collection And Removal

Section 8. 1 The Association has contracted with a waste removal provider for the servicing of all town home units within the Carriages at Charleston Place community. The expense for such service shall be included as a common expense.

Section 8.2 All refuse must be placed in a garbage tote with a lid to keep the trash from being blown throughout the community before pick up.

Section 8.3 All recycling bins must be protected with some type of weight that will keep the recycled goods from blowing throughout the community. All garbage totes and recycle bins shall be stored inside the garage until the night before or the day of service.

Section 8.4 All refuse which does not fit within the designated container shall be the sole responsibility of the owner or occupant for removal and shall not be charged to the Association (i.e. furniture, appliances, carpet, construction material, etc.)

Article IX. Grounds, Sidewalks And Common Areas

Section 9.1 Sidewalks and entrances shall be kept free of obstacles hindering access to the home

Section 9.2 No owner or occupant shall plant flowers, plants, gardens, or any other shrubbery unless prior written consent is given by the Board of Directors and/or designated committee except for those placed in pots in the mulch, on the patio or on the deck. Hanging flower baskets; ie, hung from a Shephard's Crook, are allowed in the mulch with approval of the Board of Directors or designated committee. A list of approved plants approved by the Landscape Committee are attached to this document as an addendum.

Section 9.3 Vehicular traffic across the lawn and landscaped areas is not permitted. The expense to repair any damage shall be assessed to the appropriate Owner.

Section 9.4 No vegetables or fruits may be planted in the mulch area due to the toxicity of landscape spray.



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Article X. Snow Removal

Section 10.1 The Association shall contract with a grounds maintenance provider to provide snow removal within the community.

Section 10.2 Within 24 hours after a snow storm has ended, owners shall be responsible for managing the safety of the sidewalk adjacent to their own unit when accumulation is less than 4.0”.

Section 10.3 A pathway shall be cleared on all sidewalks and entryways and streets within the community shall be plowed by a subcontractor within 24 hours once a storm has ended with an accumulation of more than 4.0” of snow. Snow removal shall be completed on the asphalt areas to the best ability of the subcontractor subject to the interference of vehicles parked within the subdivision.

Section 10.4 Stockpiling of snow may be necessary when a high volume of snow is received. The subcontractor shall endeavor to keep as many parking spaces available as reasonably possible, recognizing that area for stockpiling is limited. Snow removal storage areas will be coordinated with Management or a Carriages representative.

Section 10.5 Ice melt is available throughout the community and may be requested and provided as deemed appropriate.

Article XI. Signs And Flags

Section 11.1 All signs shall be approved by the Board prior to installation for appropriateness, size, placement, and nothing shall be attached to the stucco. Typical signs that are acceptable shall include:

- One (1) sign, not to exceed 12" x 18" placed inside a window offering a unit for sale or rent.
- Small decals placed on windows or an exterior sign indicating a security system exists on the property
- One (1) small sign restricting solicitation to be placed discreetly at the entrance of a residence.
- A name plate of the occupant.

Section 11.2 This regulation is not intended to limit or prohibit the display of the U.S. Flag; however, lighting of a flag is not permitted. Therefore, flags shall be required to be removed nightly in accordance with proper etiquette for the display of our national flag unless public lighting is present. No other flags or banners will be permitted.

Article XII. Children

Section 12. 1 All toys and play equipment shall be stored inside the unit. Residents shall be held responsible for any damage done to exterior, grounds, landscaping or common area. Residents and guests are not permitted to use the streets and driveways as play areas.



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Article XIII. Water Hoses And Indoor Pipes

Section 13.1 Water hoses shall be outside only during time of use and stored inside garage when not in use. Owners are responsible for any damage to water outlets.

Section 13.2 During periods of extreme cold, it is the responsibility of each resident to maintain a temperature within their unit sufficient to prevent interior pipes from freezing. The Association is not liable for interior water damage to any unit.

Article XIV. Miscellaneous

Section 14.1 Requests on issues contained in these "Rules & Regulations", must be in writing and submitted to the Management Company 15 days before the Board meeting to be addressed at the next regularly schedule meeting.

Section 14.2 Residents shall not create any situation wherein their actions or conduct, as determined by the Board, represents an unreasonable nuisance or disturbance to other residents. This includes, but is not limited to, noise, loud music, late night parties, offensive cooking odors, etc. "Quiet Time" shall be between 10:00 PM each evening and 7:00 AM each morning.

Section 14.3. Town home units shall be used only as a single family personal residence and shall not be used as business facilities. An owner may request permission to use a (specifically designated) portion of his unit as a home business office, however, if in the sole opinion of the Board this business creates unreasonable traffic, noise, an odor untypical of a residential community, unsightly surroundings or uses the common area, this business shall not be allowed. Businesses which do not create additional traffic, noise or odor untypical of a residential community. in the opinion of the Board, shall be given consideration for approval..

Section 14.4. Decorative items, statuary, pots, carvings, figurines, wind driven yard decorations etc., placed outside shall be restricted to the floor or railing on a porch, deck or patio. Board approved items may be placed in the mulch.

Section 14.5. The Association shall be responsible for common area lighting. All porch and garage lights shall be maintained by owner including replacing the light bulbs as needed. Homeowners are encouraged to have motion detectors on outside garage lights to increase visibility in the evenings. Motion detectors and walkway lighting are the responsibility of the homeowner and must be pre-approved by the Board.

Section 14.6. No patio or porch area shall be enclosed.

Section 14.7. Window air conditioners and fans which protrude past the screen area of the window are prohibited.

Section 14.8. One (1) wind chime placed on the exterior of the unit shall be allowed so long as it is not an annoyance to other residents.

Section 14.9. No antenna, aerial, satellite dish, pole or wire erected for the purpose of receiving or transmitting a signal shall be attached to any part of the exterior or adjacent to any unit except as specifically approved by the Board of Directors.

Section 14.10. Holiday decorations may be displayed 30 days before the holiday and shall be removed within 14 days following the holiday.



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Section 14.11. A maximum of 8 flower pots, 18" in diameter or smaller, with or without plant stands or holders, are allowed as decorations on each porch, deck or patio. Such items are restricted to the floor or railing on a porch, deck or patio.

Section 14.12 A resident or tenant may have no more than one bird feeder pole (in the mulch area) with no more than two feeders or two feeders in a tree. A single bird bath no larger than 36" (thirty-six inches) in diameter is also allowed. The bird bath or bird feeder with pole installation is limited to a mulch area only. The installation must not impair maintenance of the area by the landscape contractor. Squirrel feeders are prohibited.

Section 14.13 Garage door repair or replacement is the responsibility of the resident but must be reviewed by the ACC and approved by the Board before installation.

Article XV. Insurance

Section 15.1 The HOA provides an insurance policy covering all insurable personal property owned by the Association, and all insurable improvements located upon the Common Area. This includes the exterior of all buildings, as well as internal walls that are part of the building component structure or items attached to those components.

Section 15.2 An insurance policy issued to the Association does not do away with the need for Owners to obtain insurance for their own benefit. Each Owner shall be solely responsible, at their expense, for all insurance covering all loss or damage to any and all fixtures, appliances, furniture, furnishings or other personal property supplied, maintained or installed by the Owner and covering liability for injury, death or damage occurring within their residence. Such insurance shall contain waivers written so that the HOA blanket policy is not affected..

Section 15.3 Any insurance claims against the Association's insurance policy are to be filed through the Management Company only.

Article XVI. Assessments

Section 16.1 Payments are due on the 1 (first) of each month and are delinquent if not received by the Association or its designated payee by the 10th of the month. All payments not received by the 10th day of the month will be charged a late fee of \$25.00. (If not paid by the 30th day of the month, an interest charge will be levied until payment is made in full. Homeowners are responsible for allowing ample time for mailing and receipt of payments.

Section 16.2 All payments shall be applied to outstanding balances in the following order of priority

- Interest,
- Late charges,
- Legal fees and cost and fines, and (d) assessments.

Section 16.3 There shall be a \$25.00 handling charge plus bank charges for all returned checks.



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Section 16.4 The Following Shall Apply To All Past Due Members:

- The first delinquency notice shall be sent on the first business day following the first missed due date.
- The second delinquency notice shall be sent 1 (one) day after the due date of the second month.
- Demand letter shall be sent by mail after 3 (three) months of missed payments. The fee for this is \$50.00.
- If the payment is not received within 30 days of demand or the account is \$250.00 past due, the Association's attorney will place a lien against the owner's property.
- At 120 days, or when the past due amount reaches \$1,000.00, the Association may choose either to foreclose the lien, file for a receivership, or file a complaint for personal judgment for all assessments, cost, interest and legal fees.
- Before the release of any lien, all assessments, late charges, interest, and costs must be paid in full to the Association by certified check or money order.
- Voting rights shall be denied until all monies owed are paid in full.
- Costs are estimates and may be greater than those stated including legal and court costs as well as interest and are subject to change without notice.

Article XVII. Amendments

Section 17.1 These Rules and Regulations may be changed or added to by resolution of the Board.

Article XVIII. Purpose And Construction

Section 18.1 These Rules and Regulations are adopted pursuant to the Declarations and By-laws and are intended to preserve the community's appearance and value, and to promote the health, safety and welfare of its residents. In no event shall these Rules and Regulations be construed to alter or amend any provision of the Declarations or Bylaws. In case of any conflict between these Rules and Regulations and provisions of the Declarations or Bylaws, the provisions of the Declarations or Bylaws shall prevail.

Article XIX. Procedure For Violations

Section 19.1 Complaints of any violation may be presented to the Board or Directors or to the Management Company at any time. All complaints shall be made in writing. The Board shall, at its discretion, determine whether or not the complaint shows cause for further proceedings. The Board shall not decide the validity of the complaint at that meeting, but rather shall set it for hearing at the next regularly scheduled Board meeting if it finds cause shown that the defendant has committed or permitted a violation.

Section 19.2 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.



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Section 19.3 Fines and Sanctions_ Any fine imposed shall be the personal obligation of the owner or violator or both. An assessment creating a lien which will be recorded against the unit may result in foreclosure. The Board may notify any lender and credit agency of such an obligation and lien. Additionally, the Board may bring legal action to enforce the violated provisions and to recover the fine. Any violation shall entitle the Board to recover its reasonable attorney's fees, court costs, and any other collection expenses regardless of whether litigation is instituted or is successfully concluded. Such recovery of expenses shall be from the owner or violator or both.

Section 19.4 Refer to Violation Enforcement Policy for specifics regarding enforcement.

Article XX. Effective Date

These rules shall apply to any violations occurring after the date of their adoption. The Board shall mail or hand deliver, at its choice, a copy of these rules to each owner or unit.

Adopted this 1st day of March, 2011.

President: Herb Entenmann _____

Vice President: Larry Barnes _____

Secretary: Jann Winn _____

Treasurer; Dick Stapp _____

Director-At-Large Mario Teracena _____



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Exhibit A: Plants approved for planting under the “Owner Landscape Program”.

Dwarf Shrubs 1 3 ft.		Medium Shrubs 4 – 6 ft.
Broom	Dwarf Lilac	Apache Plume
Cranberry	Dwarf Ninebark	Arborvitae
Junipers	Dwarf Sumac	Barberry
Coralberry Snowberry	Holly – Creeping Colorado	Euonymus
Quince	Oregon Grape	Fembush
Sage	Potentilla / Cinquefoil	Golden Currant
Alpine Currant	Western Sand Cherry	Lilac - Dwarf Korean
Berrie-Magic		Lilac - Miss Kim
Dogwood		Pyracantha
Blue Mist Spirea		Rabbitbush
Pygmy Pea Shrub		Rogosa Rose
Mountain Mahogany		Spirea
Barberry		Thimble Berry
Leadplant		Western Sand Cherry
Flowering Perennials		
Bearded Iris	Pasque Flower	Naked Lady
Butterfly Weed	Mountain Gold	Marshall Chamomile
Catmint	California Fuchsia	Daffodils
Coreopsis / Tickweed	Bleeding Heart	Baby's Breath
Corydalis	Hardy Cactus	Basket-of-Gold
Creeping Phlox	Squill – Striped	Sweet Woodruff



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Daylilies	Balloon Flower	Lily — Resurrection
Dragonhead	Evening Primrose	Pinks
Flowering Perenials (Cont)		
Flax	Goldenrod	Cinquefoil
Gayfeather	Sedum	Creeping Baby's Breath
Grape Hyacinths	Crocus	Avens
Ireland	Tulips	Candytuft
Mount Atlas Daisy	Sea Lavender	Double Bubble Mint
Native Four O'Clocks	Purple Mullein	Vervain
Penstemon	Pincushion Flower	Cushion Spurge
Poppy - Oriental	Peony	Columbine
Showy Fleabane	Blue-Eyed Grass	Coneflower
Torch Lily	Salvia	Magic
Yarrow	Netted Iris	Cardinal Flower
Ground Covers		
Ice Plant	Stonecrop (Sedum)	Mock Strawberry
Kinnikinnick	Himalayan Border Jewel	Barren Strawberry
Poppy Mallow	Self Heal	Desert Paper Flower
Pussytoes	Mexican Evening Primrose	Speedwell
Snow-in-Summer	Soapwort	Creeping Potentilla
Wooly Yarrow	Creeping Oregon Grape Holly	Thyme