

**Rules And Regulations Of
The Carriages At Charleston Place
Homeowners Association**

Table Of Contents

Article I.	General Provisions	2
Article II.	Townhome Association Management	2
Article III.	Leasing of Townhome Units	3
Article IV.	Architectural Control	3
Article V.	Driveways and Parking Areas.....	3
Article VI.	Pets.....	3
Article VII.	Patios and Porches.....	4
Article VIII.	Trash Collection and Removal.....	4
Article IX.	Grounds, Sidewalks and Common Areas.....	4
Article X.	Snow Removal.....	5
Article XI.	Signage & Flags	5
Article XII.	Children.....	5
Article XIII.	Water Hoses & Indoor Pipes	6
Article XIV.	Miscellaneous	6
Article XV.	Insurance	6
Article XVI.	Dues.....	7
Article XVII.	Amendments.....	7
Article XVIII.	Purpose and Construction	7
Article XIX.	Procedure for Violations	8
Article XX.	Effective Date.....	8

**Carriages At Charleston Place Homeowners Association
Rules And Regulations**

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

"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:

"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 powers 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 and regulations and policies.

NOW THEREFORE BE IT RESOLVED THAT the following policies, rules and regulations be adopted by the Board of Directors for Carriages at Charleston Place Homeowners Association and where in conflict with any previously adopted rules, these rules shall prevail:

Article I. General Provisions

Section 1.1. The use of the Common Areas is available to all members in good standing, their family members, 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. Townhome 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 the compliance of all residents with the standards of the complex.

Article III. Leasing of Townhome Units

Section 3.1 Owners are responsible for providing their tenants with a copy of these rules upon signing of a lease. All owners leasing their units are to provide the Management Firm with a copy of the fully executed lease within 30 days. 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 improvements to the exterior of any town home shall be reviewed and approved by the Board of Directors (or its designated Committee) prior to installation or commencement of construction. It is the intent of the development that the appearance of the units remain 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 in order to present a safe environment.

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, commercial vehicle or inoperative vehicle shall be parked in the subdivision except for limited periods of time not to exceed 24 hours for the purpose of loading and unloading. Such recreational vehicles shall not create an access problem to other residents nor shall such vehicles be parked unattended within the community (i.e. within fire lanes). Such vehicles are subject to the immediate removal (towing) at the owner's expense.

Section 5.4 No mechanical work will be performed on vehicles in the subdivision except as can be provided 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 repairs of vehicles not belonging to residents of the community.

Section 5.5 Vehicles which are parked on subdivision property illegally, without current license plates, or have not been moved for a period of 5 days or longer shall be determined abandoned and may be towed and/or ticketed.

Section 5.6 Owners shall be encouraged to utilize the parking spaces within their garage, leaving the available spaces provided for guest parking. Residents needing parking space for a period of more than 72 hours are asked to park where there are more than 3 spaces.

Article VI. Pets

Section 6.1 Pets shall be restrained on a leash at all times when allowed outside of the unit, accompanied by the pet owner at all times.

Section 6.2 Pets are not permitted to run unattended in the Common Area nor may they be tied up in the common area. Pets are not to be left unattended.

Section 6.3 Pet owners must immediately cleanup after their animal at all times.

Section 6.4 Any pet that is determined to be, in the sole opinion of the Board of Directors, an unreasonable nuisance to the community due to either noise or odor shall be subject to removal from the community.

Section 6.5 Pet owners are responsible for any damage that is 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.

Article VII. Patios and Porches

Section 7.1 Patios may not be used as storage areas nor in any way distract from the appearance from the building.

Section 7.2 Residents shall not dry or air clothes on the patio areas or on lines or poles hung on the exterior of any building.

Section 7.3 No awnings or other projections shall be attached to the outside walls of the building unless specifically approved by the Board of Directors. No blinds, shades or screens shall be attached to, hung, or used in conjunction with any patio, window or door of the exterior of the unit without the prior written consent of the Board of Directors.

Section 7.4 All residents and occupants shall use care in securing items or fixtures kept on patio areas to ensure items are not blown from same.

Section 7.5 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.

Section 7.6 The Architectural Control Committee has approved the Larson 211 TT Storm door in the Sandstone color.

Section 7.7 A gate will be permitted at the patio entry. The design will be determined by the Architectural Control Committee.

Article VIII. Trash Collection and Removal

Section 8.1 The Association has contracted with a waste removal provider for the servicing of all townhome 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 toter (or personally provided trash container) that contains a lid that will protect the trash from being blown throughout the community prior to pick up. All recycling bins are to be guarded with some type of weighed material that will prohibit 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.

Section 8.3 All additional refuse in excess of that which fits within the designated container shall be the sole responsibility of the Owner for removal and shall not be charged to the Association (i.e. furniture, appliances, carpet. etc.)

Article IX. Grounds, Sidewalks and Common Areas

Section 9.1 Sidewalks and entrances must not be obstructed.

Section 9.2 No owner or occupant shall plant flowers, plants, gardens, or any other shrubbery outside of their individual courtyard unless prior written consent is given by the Board of Directors except for those placed in pots on the front patio or deck.

Section 9.3 Vehicular traffic across the lawn and landscaped areas is not permitted. The expense to repair areas due to repeated foot traffic or vehicular access shall be assessed to the Owner causing said damage.

Article X. Snow Removal

Section 10.1 The Association shall contract with a grounds maintenance provider which shall provide snow removal within the community as follows:

Section 10.2 Owners shall be responsible for managing, with reasonable care, the safety of the sidewalk adjacent to their unit when accumulation is less than 2".

Section 10.3 A pathway shall be cleared on all sidewalks and entryways upon receipt of an accumulation of 2" or more within a reasonable time frame in order to provide reasonable access to and from the unit for emergency purposes; complete clearing of the sidewalk and entryway shall be completed within 24 hours once the storm has ended.

Section 10.4 Streets within the community shall be plowed upon receipt of at least 4" of snow. Snow removal shall be completed within the asphalt areas to be best of the ability of the subcontractor subject to the interference of vehicles parked within the subdivision.

Section 10.5 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 possible, recognizing that locations for stockpiling are limited due to landscaping and other amenities within the common areas.

Section 10.6 Ice melt shall be distributed as deemed appropriate. North facing units may require attention, which should be reported to management.

Article XI. Signage & Flags

Section 11.1 All signage shall be approved by the Board of Directors prior to installation for appropriateness, size, and placement. Typical signage that is acceptable shall include:

Section 11.2 One small (12" x 12") sign placed inside a window or above overhead garage door offering a unit for sale or rent.

Section 11.3 Small decals placed on windows or the exterior of the unit indicating a security system exists on the property.

Section 11.4 One small sign restricting solicitation to be placed discretely at the entrance of a residence.

Section 11.5 A name plate of the occupant.

Section 11.6 This 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 daily in accordance with proper etiquette for the display of a national flag. No other flags or banners shall 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 by their residents to the building exterior, grounds, landscaping or common area. Residents and guests are not to use the streets and driveways as play areas.

Article XIII. Water Hoses & Indoor Pipes

Section 13.1 Water hoses should be outside only during time of use. Water hoses should be disconnected from outside water taps before the first freeze; otherwise, water is trapped in the faucet which could result in damage. Owners are responsible for any damage to water outlets attached to their unit.

Section 13.2 During periods of extreme cold, it is the responsibility of each owner/resident to maintain a temperature within their unit sufficient to prevent interior pipes from freezing. If an occupant turns their thermostat to a low setting, 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.

Article XIV. Miscellaneous

Section 14.1 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 p.m. each evening and 7 a.m. each morning.

Section 14.2 Townhome units shall be used only as single family personal residences and shall not be used as business facilities. An owner may use a specifically designated portion of his unit as a home business office, which approval may thereafter be withdrawn or terminated by the Board at any time. Businesses which do not create additional traffic, noise or odor untypical of a residential community, in the opinion of the Board of Directors, shall be given consideration for approval. This rule is not intended to prohibit those business activities which an individual uses their home as a base but is aimed at prohibiting activities which draw the general public to Association grounds.

Section 14.3 Wind chimes placed on the exterior of the unit shall be prohibited.

Section 14.4 The Association shall be responsible for common area lighting. All porch lights shall be maintained by the Association except that the individual resident shall be responsible for replacing the light bulb as needed.

Section 14.5 No patio or porch area shall be enclosed by means of screening or otherwise unless specifically approved by the Board of Directors.

Section 14.6 Window air conditioners and fans which protrude past the screen area of the window are prohibited.

Section 14.7 No visible form of antenna, aerial, satellite dish, pole or wire for the purpose of receiving or transmitting a signal shall be erected on the exterior of any unit except as is specifically registered with the Board of Directors.

Section 14.8 Holiday decorations may be displayed 30 days prior to the holiday and shall be removed within 14 days following the holiday.

Article XV. Insurance

Section 15.1 The Association's Blanket Insurance Policy does not cover the contents of the unit or liability within it. Each townhome owner/tenant should arrange for insurance coverage for all losses and risks growing out of the ownership and/or occupancy of the premises.

Section 15.2 Any insurance claims against the Association's insurance policy are to be filed through the Management Company only.

Section 15.3 All damages due to negligence of the owner is the responsibility of the owner, and the deductible will be paid by the owner. Damages occurring by no fault of the owner will be the responsibility of the Association and the deductible will be paid by the Association. It is the Board's responsibility to determine "negligence", in which case the owner presents his/her case before the Board in a hearing. All decisions made by the Board in this hearing are binding.

Article XVI. Dues

Section 16.1 Payments are due on the first (1st) of each month and delinquent if not received by the Association or its designated payee by the 10th of the month. All Payments not received by the 10th will be charged a late fee of \$10.00. If not paid by the thirtieth (30th) of the month a 18% per annum interest charge will be levied until payment is made in *full*. Homeowners should allow 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: (a) Interest (b) Late Charges (c) Legal Fees and Costs, Fines and (d) Assessments

Section 16.3 There shall be a \$10.00 handling charge plus bank's charge for all returned checks.

THE FOLLOWING SHALL APPLY TO ALL PAST DUE MEMBERS:

1. 1st delinquency notice shall be sent following the first missed payment date
2. 2nd delinquency notice shall be sent after 2 months missed payments
3. Demand Letter shall be sent by mail 3rd month missed payments. The fee for this is \$25.00
4. If payment is not received within 30 days of demand letter or the account is \$250.00 past due the Association's attorney will place a lien against the owner's property
5. At one-hundred twenty days (120) or when the past due amount reaches \$1,000.00, the Association may choose to either Foreclose the Lien, file for a receivership or file a complaint for personal judgment for all assessments, cost, interest and legal fees
6. Prior to release of any Lien all assessments, late charges interest and cost must be paid in *full* to the association by certified check or money order
7. Voting rights and rights to use any facility within the common area may be denied until all monies owing are paid in full

Costs are estimates and may in fact be greater than those stated 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 of Directors.

Article XVIII. Purpose and Construction

Section 18.1 These Rules are adopted pursuant to the Declaration and Bylaws 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 be construed to alter or amend any provisions of the Declaration or Bylaws. In case of any conflict between these Rules and provisions of the Declaration or Bylaws, the provisions of the Declarations or Bylaws shall control.

Article XIX. Procedure for Violations

Section 19.1 Complaints of any violation may be presented to the Board or directed 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 a later date, if it finds cause is 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.

Section 19.3 Fines and Sanctions. Any fine shall be both a personal obligation of the owner or violator or both and an assessment creating a lien which will be recorded against the unit and may be foreclosed. The Board may notify any lender and credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fine. Any violation shall entitle the Board to recover from the owner or violator or both, its reasonable attorneys fees, court costs, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.

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 this rules to each owner or unit. Adopted this 20th day of September* 1999.
