

*Delmonico Townhomes Association, Inc.*  
*July 28, 2009*

<b>INTRODUCTION</b>	2
<b>ASSOCIATION STRUCTURE</b>	3
<i>Board of Directors</i>	
<i>Board Meetings</i>	
<i>Architectural Control Committee</i>	
<b>PORCHES / PATIOS / DECKS</b>	4
<b>COMMON AREAS</b>	5
<b>MAINTENANCE</b>	6-11
<i>Association Responsibility</i>	
<i>Owner Responsibility</i>	
<i>Other Items / Board Determination</i>	
<b>MISCELLANEOUS</b>	11-13
<i>Nuisances, Bright Lights, Loud Noise</i>	
<i>Soliciting / Flyers / Advertisements</i>	
<i>Garbage / Light Fixtures</i>	
<i>Antennae / Satellite Dish / OTARD</i>	
<i>Mailboxes / Quiet Hours</i>	
<i>Pest Control / Home Business</i>	
<i>Lease-Rentals / Owner Occupancy</i>	
<b>PARKING &amp; VEHICLES</b>	14
<i>Abandoned / Other Vehicles</i>	
<i>Speed / Vehicle Condition</i>	
<b>PETS</b>	15-16
<i>General / Owner Duties</i>	
<b>INSURANCE</b>	16
<b>SIGNS &amp; OTHER DISPLAYS</b>	16-17
<i>For Sale / For Rent</i>	
<b>ENFORCEMENT PROCEDURES</b>	17-20
<i>Violations / Notice</i>	
<i>Fines / Owner Accountability</i>	
<b>COLLECTIONS / ASSESSMENTS</b>	20-23
<b>AMENDMENT &amp; GEN. PROVISIONS</b>	24
<b>PROPERTY MANAGEMENT</b>	24
<b>LEASING ADDENDUM</b>	25-26

# *Delmonico Townhomes Association, Inc.*

## **RULES AND REGULATIONS**

**These Rules & Regulations dated July 28, 2009  
supersede any and all previous Rules and Regulations**

### **NOTE:**

The governing documents of the Association are the Declaration of Covenants, Conditions and Restrictions for Delmonico Townhomes recorded in Book 3991 at Page 834 of the El Paso County records ("CC&R's"), the Articles of Incorporation, the Bylaws and these Rules and Regulations herein after referred to as the governing documents. In the event of conflict between these documents the CC&R's shall prevail followed by the Articles of Incorporation and then 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 Delmonico Townhomes Association, Inc. a Colorado non-profit corporation (the "Association") is empowered by the Articles of Incorporation, Article III, Sections A, B and C, the Bylaws, Article IV, Sections 4.2 and 4.3, the Colorado Common Interest Ownership Act in 38-33.3-302(1)(a) and (k) and the Declaration of Covenants, Conditions and Restrictions ("CC&R's"), Article X, Section 10.5 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&R's. The Board is publishing this booklet with two purposes:

1. To provide a set of guidelines that will address issues, which may not be specifically detailed in the CC&Rs and to present those and other guidelines in a clearer, more concise manner.
2. To ensure all owners and residents are aware of the Association's policies and procedures and information.

***Delmonico Townhomes Association, Inc.***  
**RULES AND REGULATIONS**

July 28, 2009

**I. ASSOCIATION STRUCTURE**

**A. Board of Directors**

*Articles of Incorporation, Article VI*

The Association is a non-profit corporation, which is governed by its Board of Directors. The Board is a volunteer group of homeowners who meet on a regular basis 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. Directors are elected during regular annual meetings by a vote of homeowners or are appointed to the Board to fill vacancies. Appointments to fill vacated positions will remain in place until the term expires. All board-member terms are for three (3) years. Officers are elected by the Board and serve a one (1) year term.

**B. Board Meetings**

*Bylaws, Article IV, Section 4.8*

The Board meets with the Property Management Company (Property Manager) and other contracted representative(s) on a regular basis. All owners are welcome at the meetings to observe and/or present concerns during the agenda item allowing such concerns. If an owner wishes to discuss an issue at a meeting, there is an owner forum section at the beginning. An owner is asked to notify the Property Manager at least 10 days prior to the meeting if the issue will require research so that item 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&R's, Article XI, Sections 11.1-11.8*

The Architectural Control Committee (ACC) must approve any alteration to the exterior of a Lot. 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 on which 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 the installation of central air conditioning, a screen door, window or door replacements, and back patio fencing or privacy walls. If you are unsure about any item or request, it is your responsibility to contact the Property Manager.

## II. PORCHES / PATIOS / DECKS

### A. Appearance

1. Residents must keep their porches, patios, and decks neat, clean, and free from debris. This includes (but is not limited to) immediate pickup and removal of animal excrement and removal of personal items. Storage of personal items on porches, decks, or patios is prohibited with the exception of reasonable patio furniture (as detailed below), specifically designed for outdoor use. No trashcans are permitted.
2. No forms of lighting are permitted to be installed in a temporary or permanent nature outside on the exterior surfaces of any unit, to include the front or rear patio areas or in the Common Areas. This includes but is not limited to rope lights, lighted ornaments, statues and figurines which are not to be placed in the Common Areas or attached to the structure in any manner.

**Exception:** Seasonal/holiday lighting may be displayed outside a home on the front or rear patio area and on bushes/trees immediately adjacent to the home 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/or decorations are mounted to the structure. No nails, screws, tacks, staples, etc. are permitted to penetrate the stucco. The use of gutter hangers are encouraged and if lights are displayed on the wooden handrail and support posts for porches, try to use the least invasive attachment methods as possible. Any holiday lights and/or decorations must be removed thirty (30) days after the holiday date.

### B. Prohibited Items

1. Items strictly prohibited include, but are not limited to, any condition deemed to be unsightly, that creates a 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 noxious or offensive odors, and the storage of any item(s) that may attract insect or other parasitic infestation, as determined by the Board. Items such as trash bags, coolers, brooms, snow shovels, and lawn and/or gardening supplies all must be stored inside.
2. Residents may not dry clothes outside on clotheslines, drying racks, porch/patio/deck railings, etc. Awnings, shutters, sunshades, window coverings, or other projections that are attached to an exterior wall or building surface are not permitted.

### C. Permitted Items

1. **Front Porches:** the only items permitted to be placed or installed are one (1) sitting bench or one (1) to two (2) patio chairs, a small metal or plastic accent table, and one (1) dairy box (depending on 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 stoop or adjacent to the front entry; none are allowed on the steps for safety. Bird feeders must be located above a hard surface to prevent weeds and to aid in cleanup to prevent attracting rodents. All patio furniture must be specifically designed for outdoor use.

2. **Back Patios / Decks:** Only one (1) propane or electric barbecue grill is permitted per unit. All other forms of cooking apparatus, charcoal grills, smokers, etc., are strictly prohibited. Anything that could pose a hazard or attract insects is strictly prohibited. Bird feeders must be located above a hard surface to prevent weeds and to aid in cleanup to prevent attracting rodents.

The only other items permitted are one (1) sitting bench or one (1) table with up to four (4) chairs or one (1) to two (2) patio chairs in serviceable condition (depending on size of patio/deck), flowerpots, bird feeders as long as they are not attached to the stucco or siding surfaces and are kept in a clean and attractive manner, one (1) storage container, suitable for outside use, no larger than 60 inches wide by 24 inches deep by 24 inches high (60"W x 24"D x 24"H), sitting on the concrete or within the confines of the deck only, that is used to store toys, furniture pads, etc. The container should be neutral in color and must be secured shut with a lock. All patio furniture must be specifically designed for outdoor use.

3. **Statues / Figurines / Mini Decorations:** Items such as small animal figurines, small portable waterfall units, small lawn ornaments, etc., may be displayed on a front or rear patio if they are not attached to the structure or wood railing. A reasonable number of items, not to exceed 5, may be placed on the wood railing or concrete surface and should be kept in a clean and attractive manner - as determined by the Board of Directors. The intent of this Rule is to allow owners to display small, personalized items that allow individuality, but that do not detract from the overall pleasing aesthetics of the community.

#### **D. Bicycles**

Bicycles must be stored inside the Dwelling Unit or in the bicycle storage area located on site. They are not permitted to be stored on the porch/patio/deck, sidewalks, or common areas. Any bicycles stored in the on site enclosure must be locked at all times, be identifiable with an Association ID and be in serviceable condition. Any property not secured, in disrepair or not able to be easily 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&R's, Article VI, Sections 6.1 & 6.4, Article X, Section 10.10*

*"Common Area shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described in Exhibit B [of the Declaration]."*

#### **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, carports, streets, or sidewalks. The Association disclaims any and all liability for any article left in any of these areas or any resulting injury.

## **B. Recreational Activities**

Recreational games and sports, motorized scooters, roller blades, skateboards and street hockey are prohibited. Owners are encouraged to utilize off-site facilities or city parks.

## **C. Structures**

Residents and guests are not permitted to climb/walk on roofs (of Dwelling Units, carports, or structures on Common Area), garages, dumpsters, carports, fences, and/or retaining walls or any other Common Area.

## **D. Property Damage**

1. Owners are responsible for any damage to any property (landscaped areas, structures, carports, and sprinkler apparatus, etc.) or injury to guests, tenants, etc., due to their own actions or actions of their family members, residents, contractors, guests, pets, etc. The Association disclaims any and all liability for any such activities conducted in the community.
2. 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.

# **IV. MAINTENANCE**

## **A. Association Maintenance**

*CC&R's, Article VI, Section 6.1, Article VIII, Sections 8.1 & 8.2*

1. Exterior Building Maintenance: "The Association shall provide exterior maintenance upon each Lot which is subject to assessments hereunder as follows: paint, repair, replace and care of roof, gutters, downspouts, exterior building surfaces, walks, landscaping, maintenance of the front, side, and rear Lots, except patio areas, and other similar exterior improvements. Such exterior maintenance shall not include the maintenance or the repair of entry doors, frames, or sliding glass doors and windows, which shall be the sole responsibility of the Owner."

### **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 leading to the studs of the structure;
- The entire roofing system that serves one or more units (the shingles, vents, flashing, felt and decking material) up to the point of the roofing trusses. Owners are not to climb onto the roofing system for any reason;

- The entire gutter system and its related components for the Buildings and carports (downspouts, tip-outs, flashing, etc.);
- All window shutters;
- All wooden address base plates and brass numbers;
- Window wells, whether wood or steel. (Each owner is responsible for covers, cleaning of the area and to install a ladder if required.) Window wells may not be used for storage of any item(s) at any time.
- Any vertical rear stucco divider walls that do not enclose the rear patio; some rear decks and cement patio slabs connect to these structures. Each Owner will have to coordinate any deck repairs or replacements and also notify the Association if any problems are seen with the stucco wall. If the Association is performing repairs, the owner must grant access if required to complete the work. If it is determined that damage is caused to the divider wall by an owner who fails to maintain the deck or patio, that owner will be responsible for promptly repairing the patio or deck and the divider wall at his or her expense. Any work performed by the Association, after timely notification to the owner, will be billed directly to the owner.
- Front Porches: all the concrete for the sidewalk, steps and front stoop; all wood handrails and railings and support posts and the roof overhang structure;
- The Association is responsible for the exterior surface of the foundation;
- The carport structures.

**Maintenance of Common Area:** The Association shall be responsible for the landscaping and maintenance of the Common Area, and shall have the grass, weeds, trees, and vegetation cut and/or 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 Lot, the asphalt streets, concrete curb & gutter, sidewalks, front steps and stoops [only if this in on Common Area and not the Lot], all light poles, exterior security lighting and street lights, fire hydrants, trash enclosures (concrete & wood), perimeter fencing, bike storage area, all landscaping and vegetation (rocks, edging), and other items not specifically listed above that are outside the confines of each Lot. No Owner shall, in whole or part, change the landscaping adjacent to his or her Lot by the addition or removal of any items without the prior written approval of the ACC.

**Interior Damage from Exterior Leak:** The individual homeowner is responsible for repairs, replacement, and maintenance of the interior of his or her Dwelling Unit. Interior repair shall include, but not be limited to, the repair of any damage resulting from skylight, window, doors, or other exterior or ground leaks, or the intrusion of water through the foundation or window wells. If the Association is performing maintenance, repair, or emergency replacement of the Common Area or other area for which the Association is responsible and interior damage is sustained, any interior repairs shall be an expense of the Association. The Association will promptly repair the exterior problem after receiving actual notice of it.

## **B. Owner Responsibility**

*CC&R's, Article VI, Section, 6.7, Article VII, Section 7.2, Article VIII, Section 8.1*

**2. Maintenance of Dwelling Units and Lots:** Lot Owners are responsible for the maintenance, repair, and replacement of the improvements and properties located within their Lot boundaries, which are not specifically the obligation of the Association to maintain, replace, or keep in good repair. "The obligation to maintain any Privacy Fence or other structure enclosing a patio, balcony, storage room, yard, or deck area shall be that of the Owner." Owners shall also maintain the interiors of their Dwelling Units so as not to create a nuisance to or damage the Common Area or other Lots/Dwelling Units or create an unsightly condition from outside the Dwelling Unit. The Owner shall maintain the interiors of each Dwelling Unit, patio, porch, deck, and carport in a neat and attractive manner thereof.

### **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 and the studs making up the structural components of the walls and ceilings/floors;
- (d) Any fireplace, whether wood or gas, all related components including the flue and firebox (excluding chimney caps). Each owner is responsible to have wood burning fireplaces cleaned and/or inspected each year;
- (e) All electricity, water, gas and sewer lines, heating and cooling systems – air conditioning condenser, the furnace, duct work, water heater and their related systems, [dryer vent - each owner is responsible to have the venting cleaned and/or inspected each year]; telephone and television cable lines, any communication or other service receptacles and/or boxes, outside water spigots, exterior electrical outlets, the doorbell, front and rear light fixtures, etc., located within the Lot;
- (f) The Association will maintain all extensions that exit the roof system that serve 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 shall be maintained in such a manner that the light automatically turns on at dusk and off at dawn;
- (h) Any lighting in the attic;
- (i) Rear patio areas, any concrete stoops, stairs, wooden decks and stairs and any item installed within the confines of the rear patio (concrete, any landscaping, underground utilities, drainage, 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) The foundation of the residence, except as provided above;

- (l) Any exterior improvements made to the Dwelling Unit or Lot, including but not limited to patio extensions and modifications to the patios originally installed, even if they extend onto Common Area;
- (m) The main water supply line from the point where it enters the Lot;
- (n) Any skylights installed;

In addition, each Unit Owner shall have the responsibility:

- To keep the Dwelling Unit in a neat, clean and sanitary condition. The maintenance and repair of the interior of each Dwelling Unit shall be the responsibility of the Owner. To perform his or her responsibility in such manner so as to not unreasonably disturb other persons in other Dwelling Units.
- The Owner shall maintain the exterior patio, porch, deck, and carport in a neat and attractive manner. An owner shall not paint or change the appearance of the exterior of his or her Dwelling Unit without the prior written approval of the ACC. To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

Emergency Response & Repairs: In the event there is an emergency in your Dwelling 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 to contact Colorado Springs Utilities to inquire about utility concerns, 448-4800. If it were determined that the cause of the emergency lies within the confines of that Lot, 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 Lot, that owner would be responsible for the repairs. If the blockage were found to be outside the confines of the Lot, 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 interior of the Dwelling Unit or other areas for which the Owner is responsible.

Interior Damage from Exterior Leak: The Association will promptly repair the exterior problem after receiving actual notice. Owner repairs shall include, but not be limited to, the repair of any damage resulting from window, roof, gutter, sprinkler system or other exterior or ground leaks, or the intrusion of water through the crawlspace/foundation.

- The Association will be responsible for interior damages resulting from a leak in the roofing system. This includes the main roof of the home and the garages.
- If the Association performs maintenance, repair, or emergency replacement of the Common Elements and those actions result in damages being sustained to any interior unit, interior repairs shall be an expense of the Association.

3. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. This applies to interior walls and back patio fencing. If a common fence is shared, the fees related to its upkeep, repair, and/or replacement are to be divided equally by each Owner.

4. Windows & Doors

a. *Windows & Doors – Frames*

Owners have the responsibility of replacing all windows and doors, including the frames and hardware. The approval of the ACC must be obtained prior to 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/or 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 being 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 prior to 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 are not permitted to use sheets, towels, tinfoil, cardboard or other coverings that are not intended as a reasonable window blind.

5. Air Conditioners:

a. *Installation*

Temporary air conditioners (e.g., window mountable units) or similar appliances such as evaporative (swamp) coolers are not permitted except as provided under special restrictions. Central air conditioners installed on the ground immediately next to the Dwelling Unit are permitted as well as interior window mount units that do not extend outwards from the screen. All units must have written ACC permission prior to installation.

Condenser units that have an unreasonable amount/level of noise may be required to be repaired and/or replaced as determined by the Board.

b. *Operation*

All central air conditioners (or similar appliances) and any related fixtures are to be maintained in an attractive, clean, quiet, and safe condition. Any air conditioner or similar appliance which is creating an annoying condition will be repaired, replaced, or removed at the owner's expense. Any loss, damage, or expense incurred from their operation will be the sole liability of the owner.

6. **Screen/Storm Doors:** The only screen/storm door permitted in the community is one that is **bronze or black in color**, either triple-track or full view, and meets or exceeds 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
- deadbolt with keyed lock is built into the door frame
- tempered glass / heavy-gauge aluminum or vinyl construction

9. **Water Intrusion:** Each Owner shall be solely responsible for any water intrusion or infiltration into the Dwelling Unit or other improvements located upon his or her Lot, including without limitation, the basements and crawl spaces. The Owner's liability shall include, but not be limited to, any water extraction, installation of interior drainage systems, installations, maintenance, and repair of sump pumps, and any soil treatment. Each Owner shall be solely responsible for any damage to any part of the Lot, including any carpeting or other personal property therein.

### **C. Board Determination of Maintenance Responsibilities**

*CC&R's, Article VIII, Section 8.2*

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 obligation of the Association shall rest solely with the Association, which shall have the sole responsibility 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&R's, Article X, Section 10.9*

No noxious or offensive activity shall be carried on in any Dwelling Unit, nor shall anything be done or placed in any Lot, 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 spot lights, etc.]. No activities shall be conducted on the Properties and on improvements constructed on the Properties, which are or might be unsafe, hazardous or cause annoyance to 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 Lot that is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or automobile that is unreasonably loud or annoying; and no odors shall be emitted from any Lot that are noxious or offensive to others.

## **B. Soliciting / Flyer Distribution / Advertisement**

No forms of solicitation and/or advertisement shall be distributed or displayed within the community. This includes home businesses, Real Estate advertisements, etc. Signs advertising that a Lot is for sale or rent may be placed on the inside of a Dwelling Unit's window. See IX. (A) for further information on Real Estate signs.

## **C. Political Signs**

No forms of political signs may be displayed earlier than forty-five (45 days) prior to Election Day and seven (7 days) after the election. The Association permits owners/residents to display a maximum of one (1) sign per candidate or issue, with the sign not to exceed thirty-six by forty-eight inches (3'x4'). No signs are allowed in the Common Areas.

## **D. Garbage / Recycling**

Trash is collected three days a week, Monday, Thursday and Saturday. Recycling totes are collected one day a week. If a holiday falls on the normal pickup day, the pickup is delayed one day. **Trash is not to be kept on the front porch or back patios/decks at any time.** 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 dumpster by 7:00 a.m. on the days of pickup. Please see that all trash is placed in sealed plastic bags. If you have oversized items, please call the Property Manager for a special pick-up and billing. Any trash left outside the dumpster enclosure that is identified may result in assessment fines.

## **E. 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.

## **F. Antenna / Satellite Dish**

Installation of antennas/satellite dishes is permitted; however, the mounting location is not permitted in the roofing system/area or to any stucco surface. Please contact the Property Management Company for further information.

## **G. Mailboxes**

Mailboxes are the property of the United States Post Office. For information regarding keys, problems with locks, etc., please call the main post office (570-5484). They can direct you to the proper substation that handles your individual box.

## **H. Quiet Hours**

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

## **I. Pest Control**

The Association provides for the treatment and/or removal of nuisance, biting, or stinging insects/animals, including bees, hornets, wasps, skunks, snakes, and squirrels. Pests not covered are mice, ants, and gnats. 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.

## **J. Home or Other Business**

*CC&R's, Article X, Section 10.8*

No business activity of any kind shall be conducted in any Dwelling Unit or any other portion of the community, except that permitted by the Association or otherwise provided in the Declaration. 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 of this homeowner's association and these Rules and Regulations, 3) Infringe on the peaceful enjoyment of the immediate neighbors, specifically or the community in general, 4) involve regular use of any guest parking space(s) even temporarily, as in dropping off or picking up clients, patrons, patients, customers or students, 5) Receive deliveries on any product(s) for resale, including but not limited to Mary Kay, Creative Memories, Tupperware, etc., 6) Engage in day care activities having more than one child that is not related, regardless of age and 7) Engage in repair/restoration services, like wood working, automotive, etc.

## **K. Lease/Rental**

*CC&R's, Article X, Section 10.7 (A-E)*

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&R's and inform said tenant(s) that all of these rules and restrictions are enforceable against a tenant. Owners must submit the required Addendum as a part of the Lease to the Association upon execution of a new lease, any renewal or extension.
2. Any lease agreement shall provide that the terms shall be subject in all respects to the provisions of the CC&R's, 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/or evict a tenant. No Lots shall be leased for less than six (6) months. Short term and hotel type leases and subletting are not allowed. After the completion of a full lease term, a month-to-month option is permitted.

**See Attachment A information on the Lease Addendum.**

## **VI. Parking and Vehicles**

*CC&R's, Article VI, Section 6.5, Article X, Section 10.13*

### **A. Parking**

Vehicles must be parked in the carport or designated parking area. **Each Lot is assigned two (2) parking spaces.** All Lots are issued one (1) covered space under a carport and one (1) open space (except Units 6106, 6056, 131, 222 and 6343 that have both spaces covered). If an owner has two (2) regularly operated vehicles [driven daily or weekly] in the carport or designated area and owns a third regularly operated and registered vehicle, the third vehicle must be parked off site. All vehicles must be parked in a designated space and not have any portions of the vehicle protruded beyond the parking space boundary (depth and width of existing parking lines and no portion can extend into the sidewalk area or into the street). No vehicle of any type shall be parked in the complex for the purpose of accomplishing repairs or reconstruction thereto except for emergency repairs and then only to enable the movement of the vehicle. Any vehicle parked in a fire lane, in a designated no parking area, blocking a carport, in violation of the CC&R's and Rules and Regulations, or constituting a threat to the safety of the community 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 attorneys fees incurred in any violation without liability to the Association. **The parking of a motorcycle, scooter, moped, ATV or other licensed or unlicensed vehicle in addition to a car in a carport space is prohibited.**

Parking spaces marked "guest" are for the exclusive use of short-term guests and are not to be used by owners/residents. Guests staying for periods of more than 7 days must contact the Property Manager. No owner shall use the street, the carport, driveways, or guest parking areas for storage of a vehicle of any kind.

### **B. Abandoned – Other Vehicles**

No trailers, boats, motor homes, commercial vehicles, or inoperable vehicles shall be parked or stored within the confines of the community. Trailers, boats, motor homes and commercial vehicles may only be parked for temporary expedience for loading/unloading, deliveries or emergencies. All vehicles must display a current vehicle registration, proper 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. Commercial vehicles are permitted as long as they can be parked in a designated "assigned" parking space and not have any portion of the vehicle protrude beyond the parking space boundary (depth and width of existing parking lines and no portion can extend into the sidewalk area or into the street).

### **C. Vehicles**

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. Any damage caused by improperly maintained vehicles will be repaired by the Association and billed to the owner of the Lot. The number of motorized vehicles permitted in any carport or parking space at any given time is limited to one

## **VII. PETS**

*CC&R's, Article X, Section 10.6*

### **A. General**

The Association has encountered considerable difficulties with pets, including damage to the Common Area, defecation, barking and noise, dogs running loose on the Common Areas, and risk of injury to children and other persons. These Rules and Regulations are necessary for the health, safety, welfare and comfort of the Association. The Board has adopted the following rules and regulations:

- No pet shall be permitted to run loose anywhere in the community;
- 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 Dwelling Unit unless the owner is present;
- No pet shall be left outside unattended for any reason;
- If a pet is tethered while an owner is outside on a patio or deck, the tether should be removed when the pet is taken inside;
- 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.
- 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 dispose of the feces in the dumpster immediately may be fined on the first offense. If such offense occurs a second time, the owner will be compelled to remove the pet from the community.
- No pet shall be permitted to bark, howl, whine, or otherwise create any obnoxious sound, odor, or disturbance.
- No pet(s) shall be kept for the purpose of breeding, boarding, or any other commercial purposes.

Each owner 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. The Association may require registration of dogs and cats, as well as a pet security deposit if deemed necessary. All pets must be vaccinated and licensed or tagged according to current city ordinance.

### **B. Owner's Duties**

The owner of any pet shall assume any and all liability for the pet and its compliance with the governing documents. The owner of a pet hereby 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 and all liability for bites, enforcement of this Rule, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the pet. The owner of a pet shall insure that it is kept in a clean, quiet, and controlled condition. The owner of a pet agrees the Board may revoke the right of the pet owner if there is any infraction of the governing documents and may require immediate removal of that animal.

In addition, the Board may adopt general prohibitions in the future of all dogs or cats or types of dogs or cats. An owner of a Lot shall advise his or her guests, occupants, or tenants of the governing documents, and any future Rules and Regulations, and 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. Any person entering the community shall be deemed to be aware of the governing documents and to agree to comply fully and promptly with these requirements.

## VIII. INSURANCE

The Association carries a master property damage policy on the Buildings and Lot Improvements. For questions regarding the Master Policy, please contact the property manager. If an owner has a claim that the owner believes to be covered by the Association's master policy, the owner must contact the property manager regarding the subject matter of the claim. If the subject matter of the claim falls within the Association's insurance responsibilities, the Association will submit the claim to the insurance carrier, provided the cost of repair is likely greater than the deductible. The Association will absorb the deductible for any covered loss, unless 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 Lot, as determined by the Board. In this event, the Owner will be solely responsible for the payment of the deductible (or, if paid up front by the Association, for immediate reimbursement to the Association).

All owners should have a 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 to obtain adequate insurance coverage for personal belongings, improvement and betterments made to the Lot Improvements, and for their own personal liability. Tenants are responsible for obtaining renter's insurance.

## IX. SIGNS & OTHER DISPLAYS

*CC&R's, Article X, Section 10.11*

### A. For Sale/For Rent Signs

No signs shall be placed in the common areas, entrance to the community, or any other portion of the community. Two (2) professional real estate "for sale" or "for rent" signs are permitted to be displayed inside the windows of a unit. Open house advertisements are permitted in the front of the subject Dwelling Unit and in the Common Area ONLY during the hours of the open house.

## **B. Security/Alarm Monitoring Signs**

The display of a home security system sign, maximum of two (2), may be placed in the ground within two feet of the front/rear entrance doors. Small window stickers/decals are permitted.

## **C. Construction/Advertisement/Other Signs**

*CC&R's, Article X, Section 10.11*

“No signs or advertising devices of any nature shall be erected or maintained on any part of the Project without the prior written consent of the Board.” If you are unsure about a sign or request, please contact the Property Manager for more information.

## **X. ENFORCEMENT PROCEDURES**

*Bylaws, Article IV, Section 4.3 & CC&R's, Article VIII, Sections 9.4, 9.7-8, 9.11, Article X, Section 10.14*

Anyone observing a violation should notify the Property Manager in writing. Notification should be in writing or E-mail and include the name and unit number of the person(s) in violation (if known) and the date, time, and location of the violation. Be sure to include your own name, address, and phone number. Reports will be handled confidentially (within reason or unless disclosure is legally required), but 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 Association follows these policies and procedures for covenant and rule enforcement:

1. Enforcement Procedure. The Board shall not impose fines unless and until the Association has sent or delivered written notice to the Owner and/or violator as provided below.

A. Complaint. Any Owner within the community may send the Association a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation, with as much information as is known. The Manager or any member of the Board of Directors may also initiate complaints. Complaints that cannot be independently verified by a Board member or the Association's management agent must be in writing. The Board shall have no obligation to consider oral complaints or anonymous complaints. The Board shall have the authority to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.

B. Notice of Alleged Violation. A Notice of Alleged Violation of any provisions of the Declaration, Bylaws, Rules and Regulations, or Resolutions shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board may also, at its option, provide a copy of such notice to any non-Owner violator. The notice shall describe the nature of the violation and the possible fine that may be imposed, the right to request a hearing before the Board to contest the violation or possible fine, and may further state that the Board may seek to protect its rights as they are specified in the governing legal documents. All notices shall be delivered by messenger or sent by regular mail. A copy may also be sent by certified mail.

C. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, prior to the next Board meeting. The Owner will be added to the agenda. If the Owner has been previously notified of the alleged violation, has not corrected the violation, and may have a fine levied against him/her, a hearing date shall automatically be set for the next Board meeting. The Owner shall be notified of the date, time and place of the hearing by certified and regular mail. The Owner will also be given the opportunity to submit a written response to the alleged violation. The request for hearing or other written response shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. If the owner fails to respond or attend the hearing, the right to a hearing shall be deemed forever waived.

The Board shall determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule. The Board of Directors shall give written notice of said fine to the applicable Owner.

D. Board of Directors to Conduct Hearing. The Board shall hear and decide cases set for hearing pursuant to the procedures set forth herein. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board shall determine whether a violation exists and impose fines.

E. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

F. Hearing. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation to be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing.

Unless otherwise determined by the Board of Directors in accordance with the terms of the Colorado Common Interest Ownership Act, all hearings shall be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.

G. Decision. After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within 21 days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority vote of the Board of Directors present.

2. Fine Schedule.

A. The following fines are guidelines for violation of the provisions of the Declaration, Bylaws, Rules and Regulations and Resolutions of the Association:

First violation:	Courtesy reminder letter
Second violation:	Warning letter
Third violation:	\$75.00/occurrence
Fourth and future violations:	\$100.00/occurrence

Continuing violations after the fourth violation shall be considered a separate occurrence for each day it continues and a \$25.00 per diem fine may be imposed in addition to the \$100.00 fine after the hearing until such time as the violation is remedied.

**The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the above referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance.**

The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws or rules.

B. All fines shall be due and payable upon notice of the fine and will be late if not paid within 15 days of the date that the Owner is notified of the imposition of the fine. An interest charge of 21% shall be invoked, plus a \$20.00 per month late charge. All fines and late charges shall be considered an assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees as authorized by Colorado law.

3. Legal Action. The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the Declaration, Bylaws, rules or resolutions without first following the preceding notice and hearing procedures, if the Board determines that such action is in the Association's best interests.

4. Failure to Enforce. Failure of the Association to enforce the Declaration, Bylaws, rules and resolutions will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the above referenced governing documents for the Association.

## **A. Owner / Agent / Tenant Responsibility**

1. Owners shall be responsible for violations committed by their guests, contractors, family members, agents, or tenants. The Board may proceed against the owner, the individual violating the rule, or both.
2. Each owner may use the general common elements in common with the other Townhome unit owners and the limited common elements in accordance with the purpose for which they were intended, without hindering or encroaching upon the lawful rights of the other owners. All owners shall be obligated to pay the assessments imposed by the Board or Property Manager of the Association to meet the common expenses.

## **XI. COLLECTION POLICY / LATE FEES / ASSESSMENTS (DUES)**

*Bylaws, Article IV, Sections 1, 8 & 9 / Article VIII, Section 1 and Article XII*

In compliance with the Colorado Common Interest Ownership Act and the Declaration of Covenants, Conditions and Restrictions for Delmonico Townhomes, the Board of Directors follows a uniform and systematic procedure regarding collection of assessments and other charges. The following policy and procedures apply for collection of assessments:

### **1. Due Dates, Late Charges, Interest, Suspension of Rights, and Acceleration of Assessments.**

A. **Due Dates:** Monthly installments of the annual assessment are due and payable on the 1<sup>st</sup> day of each month. Payments shall be deemed received and shall be posted on the date the payment is received in the Association's office or the Association's payment processor's office. Any installment not paid in full when due shall be considered past due and delinquent.

B. **Late Charge.** A late charge in the amount of \$20.00 shall be imposed for any assessment, fine or other charge not paid within 15 days of the due date without further notice to the Owner. Such late charge is a personal obligation of the Owner and a lien on the Lot.

C. **Interest.** Interest at the rate of 21% per annum shall accrue on any delinquent assessment, fine or other charge from the due date without further notice to the Owner. Interest will be added to the Owner's account 15 days following the due date. Such interest is a personal obligation of the Owner and a lien on the Lot.

D. **Suspension of Rights.** An Owner's voting rights shall be automatically suspended without notice if an assessment or other charge is not paid within 15 days of the due date.

E. **Acceleration.** If an installment remains unpaid after 15 days, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. Upon acceleration, that Owner loses the privilege of paying any and all assessments and charges in installments for the remainder of the fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

2. Return Check Charges.

A. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association:

(i) An amount equal to the face amount of the check, draft, or money order and a return check charge of \$20.00 or such greater amount as charged to the Association; or

(ii) If notice has been sent as provided in C.R.S. § 13-21-109 and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the check, draft or money order shall be liable to the Association for collection for three times the face amount of the check, but not less than \$100.00.

B. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment or of any other charge is delinquent.

C. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.

3. Attorney Fees. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law. Attorney fees incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand.

4. Application of Payments. All payments received on account of any Owner or the Owner's property may be applied first to post-judgment attorney's fees, costs and expense; then to costs and attorney's fees not reduced to a judgment; then to interest; then to late charges; then to return check charges; then to fines and other amounts levied pursuant to the Declaration; then to delinquent assessments; then to current assessments not reduced to judgment; and finally to amounts reduced to judgment.

5. Delegation of Authority to Sign Notice of Lien. The Board of Directors delegates authority to the Association's attorney to sign and acknowledge the Notice of Assessment Lien and its release. This delegation may be withdrawn at any time. In the event the delegation is withdrawn, the Board will send written notice to the Association's attorney of the withdrawal.

6. Time Frames. The following time frames shall be followed in the collection of monthly installments of the annual assessment and for collection of other charges.

Due date	1 <sup>st</sup> day of the month for monthly installment of annual assessment, at least 30 days after notice of a special assessment, or upon
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	notice of assessment or charge for all other assessments, fines and charges.
Late Fee date	15 days after due date
Interest date	15 days after due date
First Notice from Association or manager	16 – 30 days after due date
Second Notice from Association or manager	30 – 60 days after due date
Delinquent account turned over to Association’s attorney; demand letter sent to Owner.	90 days after due date
Lien filed	120 days after due date

Notwithstanding the time frames set forth above, if a lien holder with priority over the Association’s lien (i.e., first mortgagee) takes title to a Lot through foreclosure or deed in lieu of foreclosure, the Association may file a lien on the Lot for any delinquent payment.

Once accounts are turned over to the Association’s attorney, Owners shall make payment to the Association at the address of the Association’s attorney. The Association’s attorney shall consult with the Association regarding collection procedures and payment arrangements.

7. Notices: Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notice to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

8. Referral of Delinquent Accounts to Attorneys. Upon referral of a delinquent account to the Association’s attorneys, the attorneys shall take appropriate action to collect the accounts referred. After an account has been referred to the Association’s attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The Association’s attorney is authorized to take whatever action is necessary, in consultation with the President of the Board of Directors or other person designated by the Board, believed to be in the best interest of the Association, including, but not limited to:

- A. Filing a lien against the delinquent Owner’s property to provide record notice of the Association’s claim against the property, if not already filed;
- B. Filing suit against the delinquent Owner for a money judgment. The purpose of obtaining a personal judgment against the Owner is to allow the Association to pursue remedies such as garnishment of the Owner’s wages or bank account to collect judgment amounts;
- C. Instituting a judicial action of foreclosure on the Association’s lien. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money

- judgment lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action;
- D. Filing necessary claims, documents, and motions in Bankruptcy Court to protect the Association's claim; and
  - E. Filing a court action seeking appointment of a receiver. A receiver is a disinterested person, appointed by the court, which manages rental of the Owner's property, and collects the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments, and prevent waste and deterioration of the property.

All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

Upon referral of any matter to the Association's attorney, the Association shall pay the Association's attorneys their usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.

9. Notification to and Communication with Owners. This Collection Policy shall be made available to all Owners by the Association as required by Colorado law. After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner shall be handled through the Association's attorney. Neither the manager, if any, nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact. However, the Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

10. Certificate of Status of Assessment/Estoppel Letter. The Association shall furnish to an Owner or such Owner's designee upon written request, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's Lot. The statement shall be delivered within 14 calendar days after receipt of the request for a fee. The fee for the statement shall be assessed in accordance with the management company's fee schedule for such statements, which fee shall become an assessment. If the Owner's account has been turned over to the Association's attorney, such statement shall be handled through the Association's attorney and shall include any attorney fees incurred in providing the statement.

11. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Lot within the Association, the Association shall advise the Association's attorney of the same and turn the account over to the Association's attorney.

12. Waivers. The Association may alter the time for the filing of lawsuits and liens, or otherwise modify the procedures contained herein, as the Association shall determine appropriate under the particular circumstances. Any such accommodation shall be documented in the Association's files with the conditions of relief. Failure of the Association to require strict

compliance with this Collection Policy shall not be deemed a waiver of the Association's right to require strict compliance and shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

## **XII. AMENDMENT AND GENERAL PROVISIONS**

*CC&R's, Article XXI, Sections 21.3, 21.4, 21.5*

### **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 thereafter.
3. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.
4. 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 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.
5. The captions to 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 hereto.
6. The Association shall be entitled to recover its attorney's fees and expenses in any enforcement of the CC&R's or these Rules and Regulations, or both.

## **XIII. PROPERTY MANAGEMENT**

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](mailto:Derek@Zandrmgmt.com)**

Additional copies of this booklet are available  
from the property management company or  
can be viewed/printed online at  
**[www.delmonicohoa.com](http://www.delmonicohoa.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 are subject to the Declaration of Covenants, Conditions and Restrictions for Delmonico Townhomes ("Declaration"), the Articles of Incorporation of Delmonico Townhomes Association, Inc. ("Articles"), the Bylaws of Delmonico Townhomes Association, Inc. ("Bylaws") and rules and regulations adopted by the Board of Directors of Delmonico Townhomes 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 thereto, as any of the foregoing 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/or 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 thereafter.

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 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)