

GOLD HILL I HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

This supersedes all Rules and Regulations. ADOPTED and effective May 12, 2014 by The BOARD OF DIRECTORS.

Section III Paragraph A. - revised November 2017.

I. PURPOSE

For the benefit and protection of the Owners and the Association, the BOARD OF DIRECTORS is required by its governing documents to establish and enforce a set of RULES AND REGULATIONS, uniform and non-discriminatory, as may be necessary for the operation and use of Gold Hill I (Condominiums). These RULES AND REGULATIONS may be amended from time-to-time as required. Everything stated herein is subject to the Community's Enforcement Policy.

II. COMPLIANCE

Each Owner or Tenant by acceptance of his/her Deed or Lease agrees to the DECLARATION OF COVENANTS AND BYLAWS. Each Owner will comply with these RULES AND REGULATIONS and ensure that their Tenants and their Guests also comply. Failure to comply with any of the above shall be deemed grounds for action to recover fines, sums due for damages of injunctive relief or both, including costs of suit and reasonable Attorney's fees.

III. EXTERIOR CONDITION

- A. Decks, patios, etc. adjoining each Unit shall be kept in a neat and clean condition by the Resident. Only patio furniture, potted plants, and barbecues are allowed to be stored on patios. Children's toys may also be stored on patios so long as they are contained within an opaque waterproof storage bin. All other items must be stored in sheds or indoors. The only kind of outdoor grills allowed in Gold Hill I are propane grills or electric grills. Since these are the only kinds that meet the fire codes for our community, the use of any other type of grill could result in a fine. Protect Gold Hill I from fires and follow this rule.
- B. Bicycles, skateboards, automotive items, motorcycles, tools, firewood, trash, and recreational items may not be stored outside of a Unit. No fences of any kind are allowed on common grounds or patios.
- C. Losses or damage to the community (including Common or Limited Common Areas) as a result of an owner, owner's family, guest, tenants or pets shall be considered the liability of such owner. The Association may collect costs arising from such losses or damages by legal proceedings or other means. Such amounts (including reasonable attorney's fees) shall become an assessment against the property and subject to lien and may be secured by a lien on the subject owner's unit.
- D. No signs or advertising devices shall be erected or maintained on any part of the community other than those erected by the Association. Other exceptions will be "FOR SALE" or "FOR RENT" signs displayed in one window by the owners. Said signs are not to exceed 24 inches x 24 inches and may not be placed in common areas.

- E. THERE SHALL BE NO FIRES OUTSIDE.
- F. Garden hoses must be neatly coiled. All garden hoses must be disconnected before the first freeze and will be stored in the Clubhouse.
- G. Only Association maintenance and repair personnel are permitted on any roof. Any exception must be granted in writing from the Board of Directors.
- H. Holiday decorations are permitted and must be taken down within 30 days after the holiday.
- I. Storm Doors - Full-length glass or half glass, frame must be white, handles/lock faces white, gold, silver or black. Replacement must be approved by the Board of Directors.
- J. Address numbers - gold or black 4" numbers. Any alternative address numbers must be approved by the Board of Directors.
- K. Porch light fixtures - Coach lights of same style, black (metal or plastic) must be as close to current size as possible. No colored light bulbs.
- L. Planters - in good condition.
- M. Window air conditioners can only be placed in windows between May 15th and October 15th. Window air conditioners must be removed by October 15th. Central Air Conditioning installation requires written approval from the Board of Directors.

IV. ARCHITECTURAL CHANGES OR ALTERATIONS

- A. The Governing Documents require that any proposed changes or alterations to the exterior of the Units in the community be submitted in writing to the managing agent for review and approval by the Board of Directors. Approval must be in writing to authorize the Owner to effect the proposed changes. In addition, owners must comply with City of Colorado Springs Building Codes, which may require a building permit and may include electrical, plumbing or heating permits.
- B. Changes to the landscaping adjacent to one's Unit requires written approval from the Board of Directors prior to any changes. This includes the removal or addition of landscaping, rock material, bark/mulch material, shrubs, etc.
- C. Installation of windows, window screens, storm or door screens, front or back entry doors, shed doors, and sliding glass doors must have prior written approval of the Board before any installation, regardless of color or style.

V. PROHIBITED ACTIVITIES

- A. Activities which would be immoral, offensive, noxious or in violation of any statute, rule, ordinance or other validly imposed requirement of any governmental body will not be allowed.
- B. Activities which create disturbances or annoyances to others such as unreasonably loud sounds, odors or excessively bright lights shall not be permitted.
- C. No climbing on trees, fences, retaining walls, decks or roofs.
- D. No solicitations within the complex.

VI. PETS

- A. No livestock, poultry, rabbits, bees or other insects or animal of any kind shall be raised, bred, kept or boarded in the community.
- B. Pet owners are responsible for the removal of their pets' waste immediately.
- C. Cat litter must be disposed of in the garbage dumpsters in sealed bags.
- D. No pets are allowed to roam at will and pets must be supervised at all times when outside. All pets MUST BE ON A LEASH at all times when they are outside. Pet

- owners are solely responsible for all actions of their pets.
- E. Pets are not allowed to be staked out in common areas or adjacent to the unit anywhere.
 - F. There will be no more than 2 dogs and 3 cats allowed per unit.
 - G. Dog doors are prohibited.
 - H. Dog houses are prohibited on the exterior of units.
 - I. Excessive dog barking is prohibited.

VII. PARKING AND DRIVEWAYS

- A. No more than two (2) vehicles of any type are allowed per unit. One vehicle in their assigned numbered space and one vehicle in an unnumbered space on a first come first serve basis. This includes guests parking within the community.
- B. Under no circumstances will anyone park in an assigned numbered space without the resident's permission.
- C. Under no circumstances are children to use the driveway in the complex as a play area. Bicycles, tricycles, big wheels, skateboards, etc. are not permitted in the driveway within the community.
- D. No large trucks, trailers, campers, motor homes, ATVs, boats or commercial vehicles shall be stored or parked in the community except while engaged in transporting to or from a Unit in the community. A commercial vehicle shall be defined as any vehicle having any or all of the following characteristics: Permanent or temporary lettering advertising a business on the side of the vehicle, racks or mounts for equipment or tools on the exterior or interior of the vehicle, equipment implements or tools mounted to the vehicle itself, having greater than a one-ton load rating or any other characteristic that the Board determines to be indicative of a vehicle used primarily for commercial purposes.
- E. THE SPEED LIMIT WITHIN THE COMMUNITY IS 10 MPH.
- F. There will be no car washing or car repairs made within the community.
- G. Parked vehicles cannot block sidewalks or overhang any portion of the sidewalks.
- H. All vehicles must have current license plates and be in good working order.
- I. No vehicles may be parked or stored for more than two (2) weeks in an unnumbered parking space without being moved.
- J. Parking near fire hydrants or in fire lanes is prohibited.
- K. Vehicles in violation may be towed at the vehicle owner's expense and a fine may be assessed.

VIII. LEASE/RENTAL

No units shall be leased for less than six (6) months. Short term or hotel type leases are not allowed. Any lease agreement shall provide that the terms shall be subject in all respects to the provisions of the Declarations and Rules and that any failure by the tenant to comply and conform with the terms and provisions shall be in default under the lease and may be grounds for the Association to impose a fine.

Homeowners must provide a copy of the Gold Hill Rules and Regulations to their tenants. Homeowners are deemed responsible for all violations of the Gold Hill governing documents of their tenants within Gold Hill. All leases must be written and a copy of the signed lease in its entirety provided to the Association's Property Manager within 10 days after the execution of such lease. Additionally, all owner/tenant contact information must be provided to the Association's Property Manager including phone number, e-mail address, and mailing address.

IX. SATELLITE DISHES AND ANTENNAE

- A. Prior to Satellite or Antennae installation, the Board must approve the location.
- B. Satellite Dishes must be placed on the back of the Unit.
- C. All antennas shall be installed so as to comply fully with the FCC requirements and so as not to protrude beyond the railing of such balcony, deck or patio, or approved chimney location. All installations shall be completed so as not to damage common elements, limited common elements, individual units, or void any warranties of the Association or of the owners or in any way impair the integrity of the building. All installations shall be fully grounded and permanently and properly secured so that the antenna does not constitute a safety hazard. All installations shall comply with all applicable Building and Safety codes and manufacturer's instructions.
- D. Any damages to the exterior of the unit or landscaping will be repaired by the Association at the expense of the Owner.

X. ENFORCEMENT POLICY

- A. Purpose. This sections sets forth a specific procedure for addressing alleged violation of the Rules, Bylaws or Declaration of Covenants. This section shall be the sole accepted procedure for dealing with violation of the above mentioned documents.
- B. Complaint Procedure. All complaints shall be in writing and be in detail (who, what, when, why, where, etc.) and given in writing or e-mail to the Association's Property Manager. Owners will be liable for any violation of their tenants and any reference herein to "alleged offenders" or "offenders" shall refer to the Owner exclusively. Any fine assessed for a violation by a Tenant shall be assessed against the Owner.
- C. Notice of Complaint to Alleged Offender. The Association Property Manager shall send an e-mail or a certified letter return receipt request to the alleged offender. If a Tenant is involved, an e-mail or certified letter will go to the Owner with a copy of the e-mail or certified letter to the Tenant.
- D. Required Action by the Alleged Offender. The alleged offender shall have ten (10) days from the date of the Association Property Manager's e-mail or certified letter to respond in writing to the complaint to the Association Property Manager. If he/she does not respond, he/she shall be at the **next** Board Meeting and present his/her case as to why the Board should not find that he/she is in violation of the above mentioned documents. If the alleged offender does neither, the Board will consider this an offense and assess a fine and daily fee for said violation if the facts show that a violation has occurred.

XI. FINES

- 1st Offense - Written courtesy letter and warning of fine.
- 2nd Offense - \$50.00 fine and Written Violation Letter with warning of further fine.
- 3rd Offense - \$100.00 fine and Written Violation Letter and warning of HOA attorney involvement.
- 4th Offense - HOA attorney involved.