

**RULES AND REGULATIONS
FOR THE PAINTED PASTURES OWNERS ASSOCIATION
(December 11, 2019)**

These Rules and Regulations have been adopted by the Board of Directors and implemented to protect the investment of the Owners of the residential dwelling units and to enhance the economic value of the homes subject to regulation by the Association. This document is to be used in conjunction with the Declaration, Bylaws, Articles of Incorporation and other governing documents of the Association. Capitalized terms used in these Rules and Regulations shall have the same meanings as set forth in the Declaration, Bylaws and Articles of Incorporation. In the event of any conflict between these rules and regulations, and the Association's Declaration of Covenants, Articles of Incorporation or Bylaws, the provisions of those documents shall govern.

1. **Vehicular Parking; Storage and Repairs.**

a. Parking, stopping or standing in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) is not permitted.

b. No self-propelled recreational vehicle, tractor-trailer, camper designed to be pulled behind another vehicle, boat, commercial truck or commercial van is permitted to park anywhere except on the driveway (improved hardscape) of the home at any time, except for temporary loading or unloading, deliveries, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles within the community which are necessary for the maintenance or repair of any individual home or vehicles making deliveries or performing services.

c. If any vehicle is parked, other than in designated parking spaces, the Board may enter the individual's property and place a notice on the vehicle specifying the nature of the violation. For the purposes of the Rules and Regulations, an automobile, truck, motorcycle, moped, motor scooter, self-propelled recreational vehicle, or any other motorized vehicles, shall be considered a "vehicle".

d. No activity such as, but not limited to, maintenance, repairs, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer, motorcycle, ATV or boat, may be performed or conducted on the street, except for emergency repairs required to start a vehicle or to change a flat tire.

e. A vehicle is "derelict" if it is not roadworthy. To be roadworthy it must have all of the following: (i) a valid registration; (ii) round tires, (iii) glass in both front and rear windows, (iv) an ability to move under its own power and (v) no visible fluid leakage. If any derelict vehicle is parked so that it is visible from the street, the Board may place a notice on the vehicle stating that if the vehicle is not made roadworthy or stored properly (not visible) within 72 hours, the owner shall be subject to the notice and fine procedure.

f. No abandoned vehicles shall be stored or parked upon any part of the Property, except in the driveway. In the event that the Board shall determine, in its sole discretion, that a vehicle is an abandoned vehicle, then a written notice describing the vehicle will be personally delivered to the owner thereof (if the owner can be reasonably ascertained and located) or will be conspicuously placed on the abandoned vehicle (if the owner thereof cannot be reasonably ascertained or located) and if the abandoned vehicle is not removed within seventy-two (72) hours

thereafter, the board shall have the right to remove the vehicle at the sole expense of the owner hereof. For the purpose of this Section an "abandoned vehicle" is any automobile, truck, motorcycle, motorbike, boat trailer, camper, motor home, house trailer or other similar vehicle which has not been moved for a period of fourteen (14) days or longer.

g. If a vehicle is towed in accordance with these Rules and Regulations, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of such towing. The Association's right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. The Board reserves the right to impose or use other available sanctions, rather than exercise its authority to tow.

h. Owners or other occupants of a home are responsible to make alternative arrangement for the parking and/or storage of excess vehicles.

i. All vehicles must be in good working order. All vehicles must be moved on a routine basis so as not to impede snow removal.

2. **Back Patios, Decks, Front Entries and Building Exteriors.**

a. No items of clothing, rugs, tarps, blankets, sheets or other similar items may be hung from windows or on back patios, front porches, decks or the facades of any home.

b. No awnings or similar items designed to provide shade or privacy may be permanently fixed to the exterior of the home without the prior written approval of the Painted Pastures Design Review Committee.

c. Other than those items and structures set forth in paragraph 2d hereof, no items or structures of either a temporary or permanent nature shall be placed or stored on any Lot, back patio, front porch, deck or lawn.

d. All back patios, decks and front porches are required to be kept in a clean and neat manner.

e. No signs or advertising posters, with the exception of "For Sale" or "For Rent" signs shall be placed anywhere within the Project, except as permitted by the Declaration. "For Sale" or "For Rent" signs shall be limited to one sign of no larger than 24" x 24" displayed in the window of a Unit or in the front planting bed area of a Lot.

f. Window coverings shall not be made of silver or reflective material and garbage bags, sheets, cardboard nor any other item not designed for use as a window covering shall be used as a window covering. Within six weeks after a Unit is occupied, curtains, blinds, shades or shutters shall be installed in the windows of the Unit and shall continuously remain in such windows.

3. **Holiday Decorations.**

a. A "Holiday Decoration" means any and all outdoor decorative items (including lights), including, but not limited to Thanksgiving, Hanukkah, Christmas and New Year's decorative items.

b. No Owner or Unit occupant shall install, construct, operate or maintain or allow the installation, construction, operation or maintenance of Holiday Decoration(s) except between November 15 of any year and January 15 of the subsequent year.

c. All Holiday Decoration installed, constructed and operated shall be maintained in good working order.

4. **Animals and Pets.**

a. All pets must be on a leash at all times. Pets shall at all times be under the control of the Owners or occupants; no pets shall remain unattended by their owners at any time unless they are in a fenced dog run and all applicable leash laws shall be strictly complied with.

b. Pets shall not make loud, repeated or annoying noises and shall not be a nuisance to other Owners or occupants.

c. No owner or Occupant shall keep an animal which, in the sole discretion of the Board is considered to be a danger to the Owners or occupants of the Project or which is considered a "Dangerous Breed". The term Dangerous Breed shall include all wolves, wolf-hybrids and Pit Bulls, and no such animals shall be brought upon the Association's property at any time whatsoever. If an animal has been cited as vicious by Garfield County, it shall be permanently removed from the Project within five (5) working days.

d. Feces left by animals upon any Lot shall be promptly removed by the animal's owner or the person responsible for the animal; pet owners are responsible for the cost of repairing any damage caused by their pets.

5. **Antennae, Dishes, Etc.**

a. Exterior television, wireless cable antennas and satellite dishes that are less than 32 inches in diameter or other antennas are allowed only to the extent expressly permitted under applicable federal statutes or regulations ("Permitted Antennas") and the Painted Pastures Design Guidelines.

b. Permitted Antennas shall be installed in the least conspicuous location available on the home which permits it to receive a working signal. Prior to installation of a Permitted Antenna, a Unit Owner shall coordinate with the Board or the Manager for the Association as to the best location to place the Permitted Antenna. The Board or the Association Manager may require screening of a Permitted Antenna.

c. All Permitted Antennas shall be kept in good working order and Owners shall not allow such Permitted Antennas to fall into disrepair.

d. In the event that an Owner ceases to use a Permitted Antennas, the Owner shall immediately remove the Permitted Antenna.

6. **No Annoying Light, Sound or Odors.**

a. No light shall be emitted from any home, which is unreasonably bright or causes

unreasonable glare. Exterior light fixtures must direct light downward and conceal the light source. Floodlights, bare bulbs and clear glass luminaries are not permitted.

b. Any carriage lanterns must have frosted glass and low wattage bulbs with a maximum of 25 watts luminescence.

c. No sound shall be emitted on any Unit, which may be heard within any other residential dwelling unit which is unreasonably loud or annoying.

d. No Odor shall be emitted from any Unit, which is noxious or offensive to others.

7. Contractors, Construction, Decorating, Repairs and Services.

a. Hours of Work. Construction, remodeling, decorating, repairs and services of and to Units will be permitted only between the hours of 7:00 am to 6:00 pm on Mondays through Fridays unless such Monday through Friday falls on a holiday recognized by the State of Colorado. Saturday, Sunday and holiday construction will be strictly limited to the hours of 9:00 am to 4:00 pm. Noisy activities, such as hammering, sawing, excavation work, concrete delivery, radios, etc., should be curtailed on holidays and Sundays of each week.

b. Service Vehicles and Debris. All workers must park their services vehicles in places as directed by the Board or the Association Manager. No debris may be stored on any parking areas or any areas visible from the building exterior. In the event that any Owner desires to use a dumpster, such Owner must obtain prior written permission from the Board or the Association Manager and follow such rules regarding the dumpster use, placement, emptying and removal as set forth in such written permission.

8. Noise Control.

a. Noise is prohibited after 10:00 pm and before 8:00 am. The making, creating or allowing of an excessive or an unusually loud noise or amplified sound which creates a nuisance for any other Owner is prohibited after 10:00 pm and before 8:00 am.

b. An excessive or unusually loud noise is any sound emanating from a property within any Unit that can be heard from inside another Unit when all windows and outside doors from that Unit are closed.

9. Use of Garages.

a. The Declaration for the Association limits the use of garages to the parking of vehicles and incidental storage (such as the storage of boxes).

b. Garages may not be used for any other purpose.

10. Violation of Law.

Nothing shall be done within the Project or the individual residential dwelling units which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body.

11. **General.**

a. Owners and occupants shall be responsible for any additional charges incurred by the Association on account of the removal of trash, garbage or refuse from the Project, if incurred because of excess trash or because of bulk items they place outside their Unit for pickup. Owners and occupants should contact the company that removes trash directly to arrange for the pickup of bulk trash and to pay the cost of such pickup.

b. Owners shall repair broken glass in windows or patio doors within 5 workdays.

c. No Fireworks or firearms may be fired or discharged anywhere in the Project.

d. Owners shall be responsible for the actions of their family members, guests, invitees and tenants that are in violation of the Declaration or these Rules and Regulations.

e. No structure or mechanical or other device, including, but not limited to, fences, patio coverings, patio enclosures, swamp coolers or air conditioning units shall be placed on or attached to the exterior of a home without the prior, written approval of the Painted Pastures Design Review Committee.

12. **Violation of Governing Documents: Enforcement.**

If an Owner violates any term or condition of the rules and regulations, covenants, or other valid rules or restrictions ("violations"), any other owner shall have the right to contact that owner and request that the offending Owner cease or correct any act or omission which appears to be a violation of the governing documents. Additionally, the Association shall have the following rights and remedies:

a. Notice. Should the Association determine that a violation has occurred; the Association or any of its authorized agents must provide adequate notice, by letter or email, of any such violation. The notice shall set forth in ordinary language a clear and concise statement of the acts or omissions which the Association believes occurred and shall include as many specifics as are available as to date, time, location and the identity of the persons involved, so that the complaint may be investigated. Once adequate notice has been provided, by either email or by regular mail, if the notified owner fails to cure the alleged violation, or commits a second violation, then the Association or any of its authorized agents may avail itself of the following remedies.

b. Right to Cure. Should the alleged violation not be cured by the date and time specified in the notice letter from the Association to the Owner, a second letter shall be sent by certified mail, informing the Owner of the fine and a time and place of a meeting at which the Association will hold a hearing to determine whether or not the alleged violation actually took place; that the Owner shall have the right to appear and be heard at such meeting; and that the Association has the authority, upon its determination that a violation has occurred, to levy and collect fines, attorney's fees, and to take such other action as is authorized by the Association's governing documents and by the Colorado Common Interest Ownership Act. It shall be incumbent upon each director or other person hearing the complaint to make a determination whether he or she is able to function in a disinterested manner; if such member is not able to act in a disinterested manner, he or she shall disclose such fact to the Board and remove himself or herself from the proceedings and have such fact recorded in the minutes of the meeting. The

hearing will not be conducted according to technical rules relating to evidence or to witnesses. Generally, any relevant evidence will be admitted if it is the type of evidence which responsible persons rely on in the conduct of their business affairs, regardless of the existence of any common law or technical rules which might make the introduction of such evidence improper after objection thereto. Decisions of the Board may be taken under advisement and rendered at a later time, but in no event more than fifteen (15) days after the conclusion of the hearing. All decisions of the Board, after hearing, shall be rendered in writing, and shall be effective five (5) days after notice of such decision is mailed to the offending owner by certified and by regular mail.

c. Executive Session. At the request of any owner, the hearing shall be held in executive session; if either the accusing party or the accused party shall fail to attend, the hearing may continue, if sufficient evidence to establish the existence of a violation is made available to the Board. Otherwise, the Board may continue the hearing.

d. Remedies. Upon finding the existence of a violation, the Board may take the following action:

- a. The offending Owner may be ordered to take remedial action; and/or
- b. Fines may be imposed in accordance with the provisions of the Policies and Procedures of the Association in effect; and/or
- c. The Association may, but is not obligated to, enter upon an Owner's property and cure such violation at the Owner's cost and expense. If the Association cures any such violation, the Owner shall pay to the Association the amount of all costs incurred by the Association in connection therewith, together with an administration fee.

e. Right to Sue for Injunctive Relief or Damages. Notwithstanding the foregoing, the Association may sue the Owner to enjoin such violation, or the Association may sue an Owner for all damages, losses, costs and expenses, including, without limitation, reasonable attorney's fees and disbursements incurred by the Association as a result of the violation.

f. Lien. The Association shall have a lien against the property to secure payment of (a) any fee, charge, fine or other amount due from the Owner to the Association; (b) interest on any Rules & Regulations unpaid amounts at the rate of 18 percent per annum from the date due until paid and (c) all costs and expenses of collecting any unpaid amounts, including without limitation reasonable attorney's fees and disbursements. Any such lien may be judicially foreclosed as a mortgage under the laws of the State of Colorado.

g. Other Rights and Remedies. The Association shall have all other rights and remedies available to it which are in any of the Governing Documents, including the Policies and Procedures in effect, and at law or in equity. All rights and remedies of the Association shall be cumulative, and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

h. Appeal of Fines. An Owner may appeal any fine imposed against the Owner by the Association to the Board of Directors of the Association in accordance with the following terms and conditions. Within five days after receiving the notice that a fine is being assessed against the Owner, the Owner may file a written appeal with the Board of Directors. If the

Owner fails to file a written appeal with the Board of Directors within such five-day period the Owner shall have no further right to appeal the fine. If the Owner files a written appeal within such a five-day period, the Board of Directors shall review such appeal and within 45 days deliver a written decision with respect thereto to the Owner and to the Association. If the Board of Directors decides in favor of the Owner, the Association shall revoke its notice imposing the fine. If the Board of Directors decides in favor of the Association, the Owner shall pay such fine within five days after its receipt of the Board of Directors decision.

13. Modification, Amendments, Repeal and Re-Enactment.

a. The Association and Board reserves the right, at any time and from time to time hereafter, to modify, amend, add to, repeal and/or re-enact Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.

b. 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.

c. 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 hereof by a court of competent jurisdiction shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in effect.

d. The captions to the sections are inserted 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 of these Rules and Regulations.

14. Fines Table:

- a. Warning letter
First offense/notice \$50.00
Second offense/notice \$100.00
Third and subsequent offense/notice \$500.00
Attorney will handle any further action.

These Rules and Regulations were adopted this 17 day of December, 2019 by resolution of the Board of Directors of the Painted Pastures Owners Association.

The Painted Pastures Owners Association By: _____
President

ATTESTED:

By: _____
Secretary