

SAND CREEK VILLAS COMMUNITY ASSOCIATION, INC.
RULES AND REGULATIONS For

RIDGEVIEW AT STETSON HILLS FILING NO. 24

July 2006; Amended January 2013; Amended April 2020; Amended January 12, 2023

The governing documents of the Association are: (1) the Declaration of Covenants, Conditions and Restrictions of Sand Creek Villas Community Association recorded at Reception No. 205122895 of the records of El Paso County (the "Declaration"); (2) the Articles of Incorporation and the Bylaws of Sand Creek Villas Community Association, Inc; and (3) the Declaration of Covenants, Conditions, Restrictions and Easements of Ridgeview at Stetson Hills, recorded September 28, 1999, in the records of El Paso County, Colorado, at Reception No. 099152135. These governing documents will be regarded as controlling in the event of any conflict between the provisions contained herein and the provisions of the governing documents.

The governing documents were drafted for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision and to be binding on and inure to the benefit of all parties having any right, title or interest in the subdivision or any part thereof, their heirs, successors and assigns. When buyers take ownership of their Lots, they agree to abide by the governing documents, which, in accordance with intent of those provisions, are for their own benefit and the benefit of their neighbors as well. Buyers should read and review all governing documents prior to signing any contract or closing upon ownership of a Lot. Therefore, in addition to this document, please read and understand the governing documents.

An owner of a Lot shall advise his or her guests, occupants, and tenants of these Rules and any future rules, and the owner shall be responsible for compliance by such people, including, without limitation, the payment of fines and the removal of any persons, dogs or pets from the premises, if any violations occur. Any person entering Ridgeview at Stetson Hills, Filing No. 24 shall be deemed to be aware of the governing documents, these Rules and future rules, and to agree to comply fully and promptly with those requirements.

Please be reminded that this document highlights many of the common issues that surface but is by no means exhaustive. The Board may adopt individual rules 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 governing documents and to the more current copies of the Rules and Regulations. Copies of the Rules and Regulations are available by writing to the Association in care of Balanced Bookkeeping & Community Association Management.

INTRODUCTION

Acting on the authority granted by Section 38-33.3-302(1)(a) and (k) of the Colorado Common Interest Ownership Act, as well as the Declaration, Articles and Bylaws of Sand Creek Villas Community Association, Inc. (the "governing documents"), the Board of Directors has adopted the following Rules to address matters not specifically detailed in the governing documents, and to adopt rules for the enforcement of these Rules and the provisions of the governing documents.

The Association is a nonprofit corporation, which is directed by its Board of Directors. The Board is elected by the homeowners at the annual meeting each year or appointed to fill vacancies. The Board is a group of volunteer homeowners which meets on a regular basis to conduct the business of the Association; that is, to exercise discretion and reasonable efforts; to keep up maintenance and repairs as needed; to take steps to be sure contractors are honoring their service agreements; and to attempt to see that violations of the governing documents are corrected.

General Provisions

1.1 The use of the Common Elements is available to all members in good standing, their family members, and guests. They are all subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Sand Creek Villas Community Association (hereafter referred to as "the Declaration") and these Rules and Regulations.

(Article XII)

1.2 Prohibited conduct includes any illegal or hazardous activity or any activity which interferes with the peaceful enjoyment of the owners; such activities may not be conducted upon or within any part of the Common Elements.

(Article IX, Sections 9 and 10)

1.3 No structures, temporary or permanent, may be placed on any Common Elements. All bicycles, toys, or other recreational equipment shall be stored inside the residence when not in use.

(Article IX, Section 6)

Community Association Management

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

Leasing of Townhome Units

3.1 Owners are responsible for providing their tenants with a copy of these Rules upon signing of a lease. Any damage to the Common Elements caused by an owner, resident, their agent or visitors will be repaired by the Association at the expense of the owner and occupant.

(Article IX, Section 15)

Roads, Driveways and Parking Areas

4.1 Roads within the community are designated as private streets; traffic shall NOT exceed a speed limit of 10 mph. in order to present a safe environment.

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

4.3 No boats, trailers, house trailers, camping trailers, boat trailers, trucks larger than 1 ton, or other recreational vehicle shall be parked or stored in the Community, except in the garage, as long as such parking or storage does not prevent parking other vehicles in the garage. Notwithstanding this rule, such vehicles may be parked outside of the garage for limited periods of time, not to exceed 24 hours, for the purpose of loading and unloading prior to a trip. Such vehicles shall not create an access problem to other residents, nor shall such vehicles be parked in fire lanes. Such vehicles are subject to the immediate removal (towing) at the owner's expense if parked in the fire lane or if blocking access to a garage or driveway. Otherwise, such vehicles may be towed after 24 hours' written notice in accordance with Colorado law. There is an exception for emergency vehicles that meet the definition found in C.R.S. § 38-33.3-106.5(d).

4.4 An abandoned or inoperable vehicle is any automobile, truck, motorcycle or similar vehicle which has not been driven under its own propulsion for 1 week or longer, or which does not have an operable propulsion system installed in it. No abandoned or inoperable vehicle may be stored or parked in the Community in a manner that is visible from any Lot. Any owner or resident that will be on vacation for up to two weeks, or is ill, and will not be moving the vehicle must contact the Association's management company to advise that the vehicle will not be moved during this period so that it is not deemed to be abandoned or inoperable.

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

4.6 Vehicles that are parked in the Community in violation of these Covenants or these Rules may be towed and/or ticketed. Vehicles that are parked improperly will be posted with a 24-hour notice prior to towing, provided that any vehicle parked in a fire lane or blocking access to a garage or driveway may be towed without notice. If the vehicle owner has been provided with two prior notices for parking improperly in the same manner, no further notice will be required prior to towing.

(Article IX, Sections 8 and 20)

4.7 Owners are encouraged to utilize the parking spaces within their garage, leaving the available spaces provided for guest parking.

4.8 Garage doors shall be kept closed, except when being used to permit ingress and egress to or from the garage, in an effort to deter unwanted neighborhood theft and maintain a pleasing appearance to the residence.

4.9 Residents and guests are not to use the streets and driveways as recreation areas.

4.10 Residents and guests are not allowed to park sideways in driveway areas. No parking is allowed when car(s) cannot adequately fit on the concrete driveway outside a homeowner's garage. Homeowners cannot park on the street blocking their driveway or any other driveway. That is a fire-lane issue that will result in an immediate tow.

Pets

5.1 Pets shall be restrained on a leash at all times when outside of the residence and must be accompanied by the pet owner at all times.

5.2 Pets (dogs or cats) are not permitted to run unattended in the Common Elements, nor may they be tied up in the Common Elements. Pets are not to be left unattended.

5.3 Pet owners must immediately clean up after their animal at all times. Pet owners are responsible for any damage that is caused to the Common Elements by their pet(s), the repairs for which shall be made by the Association and assessed to the Lot owner.

5.4 The following animals are prohibited in the subdivision: wild non-domesticated animals (such as reptiles and wolves), trained guard dogs, attack dogs, pets that have bitten or attacked a person or another animal, or a pet that has vicious tendencies that must be restrained when people are present.

5.5 Each Lot shall be permitted no more than a total of three dogs, cats or other household pets at any time.

5.6 No dog shall be permitted to run loose around the buildings or grounds. No dog shall be chained, caged or tethered outside any building or left unattended. Dogs may go outside of the residence on a leash in the hands of an owner or a responsible person. No dog shall be permitted to defecate on the walks, driveways, landscape areas, or elsewhere around the buildings and grounds. No dog shall be allowed to damage the grass, trees, shrubs, or other portion of the Common Elements. No dog shall be permitted to bark, howl, or otherwise create an obnoxious sound, odor, or disturbance.

5.7 No animals shall be kept for the purpose of breeding, boarding or commercial purposes. Owners of dogs must keep their dogs confined to the property they occupy. All dogs shall carry proper governmental tags and rabies vaccinations as required by law. No dog runs of any nature shall be permitted in any common area (including, but not limited to, portable fences).

(Article IX, Section 5)

Porches

6.1 Porches may not be used as storage areas nor in any way that distracts from the appearance of the building.

6.2 Residents shall not dry or air clothes on the porch areas or on lines or poles hung on the exterior of any building. Residents may use retractable clotheslines to dry clothes within the boundaries of the Lot, provided that these clotheslines remain in the retracted position when not in use and the clotheslines are installed in a location that will not obstruct the view of traffic. Clothes must be removed once dry.

6.3 No awnings or other projections shall be attached to the outside walls of the building unless specifically approved by the Board of Directors. No blinds, shades or screens shall be attached to,

hung, or used in conjunction with any patio, window or door of the exterior of the residence without the prior written consent of the Board of Directors.

6.4 All residents and occupants shall use care in securing items or fixtures kept on porch areas to ensure items are not blown from porch.

6.5 Porch areas shall not be used as an animal control area.

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

(Article IX, Paragraphs 9 and 14)

Trash Collection and Removal

7.1 The Association has contracted with a waste-removal provider for the servicing of all townhome units within the Sand Creek Villas community. The expense for such service shall be included as a common expense.

7.2 All refuse must be placed in trash receptacles which contain a lid that will protect the trash from being blown throughout the community prior to pick-up. Trash may not be stored on the porch or surrounding area of the residence.

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

7.4 All residents must keep their trash receptacles in their garage, except on the designated pick-up day.

(Article IX, Section 12)

Grounds, Sidewalks and Common Areas

8.1 Sidewalks and entrances must not be obstructed. Residents shall be held responsible for any damage done by their residents to the building exterior, grounds, and landscaping or common area.

8.2 No owner or occupant shall plant flowers, plants, gardens, or any other shrubbery outside of their individual courtyard unless prior written consent is given by the Board of Directors, except those placed in pots on the front patio or deck. All pots must have water-catching saucers under them to prevent damage and discoloration to the patio, deck or other surface.

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

(Article IX, Section 18)

Snow Removal

9.1 The Association shall contract with a ground-maintenance provider which shall provide snow removal within the community as follows:

9.2 Owners shall be responsible for managing, with reasonable care, the safety of the entryway and sidewalk adjacent to their residence when accumulation of ice or snow is less than 2".

9.3 A pathway shall be cleared on all sidewalks and entryways after receipt of an accumulation of 2" or more, on average, within a reasonable time frame, in order to provide reasonable access to and from the residence for emergency purposes; complete clearing of the sidewalk and entryway shall be completed within 24 hours once the storm has ended, subject to the availability of the snow-removal contractor.

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

9.5 Stockpiling of snow may be necessary when a high volume of snow is received. The subcontractor shall endeavor to keep as many parking spaces available as possible, recognizing that locations for stockpiling are limited due to landscaping and other amenities within the common areas.

9.6 Owners may apply ice melt to icy areas when appropriate, but they must clean up any remaining ice melt within 48 hours after the ice melts. The use of ice melt may void your concrete warranty.

(Article VIII)

Signage & Flags

10.1 The following commercial signs are permitted to be installed on a Lot:

- Two signs not larger than 100 square inches, each indicating a security system exists on the property.
- One "For Sale," "Open House," or "For Rent" sign, not larger than 5 square feet, may be installed within the window of a residence that is actively offered for sale or for rent.
- One small sign restricting solicitation may be placed discreetly at the entrance of a residence.

10.2 The occupant's name plate and the residence's street number may be placed discreetly at the entrance of a residence.

10.3 Flag Provisions.

In compliance with HB 21-1310, the following shall apply to flags and flagpoles:

- *Number.* Each Lot may not have more than 1 flag and not more than 1 flagpole at a time.

- *Location.* The flag may only be located on a flagpole, in a window or on a residence's balcony, if applicable. The flagpole must not be located more than 5 feet from the residence's foundation and not in any public or utility easement, not on any Common Element, and not within 5 feet of any sidewalk or street.
- *Size.* A flag may not exceed 6 square feet in size. A flagpole may not exceed 10 feet in height from the ground to the top of the flagpole.
- *Other Provisions.* Flags bearing commercial messages are prohibited. Flags and flagpoles must be maintained in good condition and must be replaced as necessary to prevent wear and tear.
- Flags shall not be placed on roofs, exterior walls, fences or unapproved structures.
- The American flag should be displayed in accordance with federal flag guidelines.
- Flagpoles must comply with the architectural requirements of the Association.

10.4 Sign Provisions.

In compliance with HB 21-1310, the following shall apply to non-commercial signs:

- *Number.* Each Lot may not have more than 1 sign at a time.
- *Placement.* A sign shall be located only in the window of the residence on that Lot.
- *Size.* A sign may not exceed 24" x 24" in size.
- *Other Provisions.* Signs must be kept in good condition and must be replaced as necessary when damaged, worn, or faded. Signs shall not be placed on roofs, exterior walls, fences or other structures.

(Article IX, Section 7 has been partially superseded by Colorado law. These rules are intended to comply with current Colorado law.)

Miscellaneous

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

11.2 Townhome residences shall be used only as single-family personal residences and shall not be used as business facilities. An owner may use a specifically designated portion of his residence as a home business office. This rule is not intended to prohibit those business activities in which an individual uses the home as a base, but is aimed at prohibiting commercial or business activities which draw the general public to the Association grounds or have other external effects on the Community.

11.3 Wind chimes and bird feeders placed on the exterior of the residence shall be prohibited.

11.4 The Association shall be responsible for common area lighting. The Association shall maintain common area lights, except that individual residents are responsible for replacing light bulbs on their porches as needed.

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

11.6 All satellite dishes must first be placed on a ground pole before any are allowed on the roofs or siding. All antennas are prohibited, except that any Lot may be allowed to install, at the user's sole expense and solely for the occupant's personal use, any antenna permitted by the OTARD rules adopted by the FCC. Owners are required to submit their intent to install an antenna in advance of any outdoor installation and must submit notification of installation of any permitted antenna to the Association's manager.

(Article IX, Section 7(d))

11.7 Holiday decorations may be displayed 30 days prior to the holiday and must be removed within 14 days following the holiday.

(Article IX)

Amendments

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

(Article II, Section 5)

Purpose and Construction

13.1 These Rules are adopted pursuant to the Declaration and Bylaws and are intended to preserve the community's appearance and value and to promote the health, safety, and welfare of its residents. In no event shall these Rules be construed to alter or amend any provisions of the Declaration or Bylaws. In case of any conflict between these Rules and provisions of the Declaration or Bylaws, the provisions of the Declarations or Bylaws shall control.

(Article II, Section 5)

Master Association

14.1 Sand Creek Villas is a sub-association of Ridgeview at Stetson Hills. Ridgeview at Stetson Hills is the "Master Homeowners Association" and Sand Creek Villas is subject to the Master Declaration and all other governing documents of the Master Association.

Gate Openers

15.1 The entry gate shall be an electronically controlled double swinging gate. The original seller issued two gate openers to each residence. Any owner or occupant of a residence who ceases to be an owner or occupant must surrender gate openers to the future owner or tenant. Maintenance and operations of the gate shall be the responsibility of the Association; provided, however, if the willful or negligent act or omission of any owner, its tenant or guests in connection with the use or operation of the gate causes damage, loss or injury to person or property, the liability and cost of such damage, loss or injury shall be the responsibility of such owner. The Association may

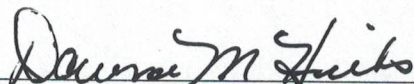
establish policies, limits, and charges with regard to the issuance of additional, renewal or replacement gate openers.

Mediation/Arbitration

16.1 Either party may submit any controversy between an owner and the Association to mediation. Mediation is a good practice in resolving disputes between neighbors.

Effective Date

Adopted this 2nd day of February, 2023.


President


Vice President

vacant
Secretary /Treasurer