

**RULES AND REGULATIONS
OF THE
ELK TRAIL OWNERS' ASSOCIATION, INC.**

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(Adopted JUNE 28TH, 2007)

I. INTRODUCTION

The following Rules and Regulations were adopted by the Board of Directors of the Elk Trail Owners' Association as specifically authorized in Paragraph 9.1 of the Declaration of Covenants, Conditions, and Restrictions for Elk Trail (the "Declaration"). These Rules are designed to help accomplish three purposes: (1) to protect the integrity and condition of the entire Common Interest Community (the "Community") and thereby protect each owner's investment, (2) to provide a safe and pleasant living and working environment for all Owners and Guests and (3) to supplement and clarify the Declaration.

All Owners, Guests, developers, contractors and other visitors must observe and abide by these Rules. The Board of Directors welcomes suggestions from all Owners as to changes or additions to these Rules and Regulations.

II. ADMINISTRATION

1. In General: These Rules will be administered and enforced by the Board of Directors, which may delegate any right or duty it possesses under these Rules to any committee or administrative office as the Board in its discretion may deem appropriate.
2. Committees, Creation, Authority, Termination: Pursuant to Article V, Section 10 of the Bylaws, the Board may, by resolution, create and authorize any committee as it may deem appropriate to aid the Board in carrying out its rights and duties under these Rules. The Board, when creating any committee, shall establish its purpose(s), rights, duties, powers, officers and duration, which may be indefinite. The Board may, by resolution, amend the purpose(s), rights, duties, powers, officers and duration of any committee or terminate any committee prior to the expiration of the committee's or administrative office's initial term, as extended. Each committee may advise and make recommendations to the Board. The appointment of any committee shall not relieve the Board of any responsibility imposed upon it by law.
3. Limitations on Liability: Except as otherwise provided in these Rules, no person may be held personally liable for any act or omission made or omitted in good faith by them as a member of the Board or as a member of any committee created by the Board. Neither the Board, nor any committee, will be liable for its failure to prevent, detect or cure any violation under these Rules.

III. GENERAL RULES AND REGULATIONS

1. Owner Responsibility: Each Owner is responsible to ensure that his/her Guests (as defined in the Declaration), contractors, and builders comply with these Rules. Each

Owner is subject to the enforcement provisions provided in Article VI of these Rules and Regulations for any violations committed by his/her Guests, contractors, or builders.

2. Upkeep of Lots and Dwelling Units: Lots and Dwelling Units shall not be permitted to fall into disrepair; and shall be kept and maintained in a clean, safe, attractive and tidy condition pursuant to these Rules and Regulations and the Elk Trail Design Guidelines and Construction Rules (the "Design Guidelines"), except as necessary during any period of construction. Owners may enter into an agreement with the Association to maintain any Open Space on their Lot, or they may agree to have the work done by a contractor through the Association and have the costs assessed against their Lot. Owners who violate their agreements or fail to keep their lots in a clean, safe, and attractive condition shall not be eligible to perform the maintenance on their own private open space, and it shall be performed at Owner expense by the Association through a contractor. Permission for Association and its contractors access to inspect open space and to supervise and perform maintenance work is hereby granted.

3. Noxious or Offensive Activities: No noxious, offensive, dangerous or unsafe activity shall be conducted in or on any Lot, nor shall anything be done, either willfully or negligently, which may be or become a reasonable annoyance or nuisance to the other Owners or Guests. Except as approved by the Architectural Review Committee, the use of exterior spotlights, searchlights or other light devices on any Lot is prohibited. Disturbing noises, such as habitually barking, howling or yelping dogs that can be heard from the outside, shall be deemed a nuisance. The prohibition against disturbing noises also includes, but is not limited to, musical instruments, radios, televisions, or other noise-producing devices that are played in such a manner as to disturb residents of a neighboring home. Quiet hours within the Community are 10:00 P. M. to 7:00 A. M. During these hours all residents must avoid loud noises, stereos, and televisions that can be heard in neighboring homes. Power tools may not be used between 10:00 P. M. and 7:00 A. M.

Notwithstanding the above, the terms "annoyance" and "nuisance" shall not include any activities of Declarant or a Builder which are reasonably necessary to the development and construction of, and sales activities on, the Lots, or with any ingress and egress to or from a Lot and a public way.

4. Insurance Risk: Except as may be approved in writing by the Board of Directors, no activity or condition shall be allowed upon an Owner's Lot or the Common Elements which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

5. Damage to the Common Elements. If, due to the act or neglect of an Owner or Guests, loss or damage shall occur or be caused to any person or property within the Common Elements, such Owner or Guest shall be liable and responsible for the payment of same. The amount of such loss or damage, together with costs of collection and reasonable attorney's fees, if necessary, may be collected by the Board of Directors after Notice and Hearing, from such Owner as a Common Expense Assessment against such

Owner. Determination with respect to whether or not a particular activity or occurrence shall constitute a violation shall be made by the Board of Directors and shall be final.

6. Trash Disposal: Littering, dumping, dropping, or abandoning any amount of any type of material within the boundaries of the Community, except in approved garbage receptacles, is prohibited. No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot unless placed in a suitable container suitably located solely for the purpose of garbage pickup. Trash containers shall be wildlife-proof (and especially bear-proof), and, except the day that trash is being collected, shall be stored either inside a garage or within a fully closed enclosure with an area of thirty-two (32) square feet or less attached to the house. Each Owner shall provide for a regular removal of garbage and agrees to use the trash company as designated by the Board of Directors, if one is so designated; the Association has the power to provide and pay for regular or periodic trash removal as a Common Expense, if it so decides. The Association shall have the right, through its agents and employees, after Notice and Hearing to enter upon any Lot and maintain it and remove unsightly objects and materials. The cost of such maintenance and removal shall be chargeable to such Owner, together with any fines levied.

7. Wells and Septic System: No oil or gas wells may be dug or operated within the Community. Locations for water wells and septic systems must be approved in writing in advance by the Architectural Review Committee, and shall also be subject to County and State approval. Water wells shall be constructed with access provisions for water level measurement, water sampling, and water meter reading by the Association, as further described in the Architectural Design Guidelines. Septic systems must be constructed with provisions for effluent metering and sampling by the Association, and constructed to meet the strict Association standards, as further described in the Architectural Design Guidelines. Architectural Review Committee approval in writing is required for all septic system designs before construction can begin. Access for the Association and its contractors is hereby granted for inspection, reading, sampling, and enforcement of standards. Permission for injunctive relief in favor of the Association in its enforcement of these provisions is hereby granted. Association may enter into agreements for community water or sewer service with existing or new districts, and all Owners shall be obligated to comply with Association decisions at their own expense for private services and proportionally for shared services.

8. Outside Storage: Subject to these Rules and Regulations and Architectural Design Guidelines, all equipment, supplies, and other objects shall be stored and enclosed within an approved structure, including all tractors, snow removal equipment and garden or maintenance equipment, except when actually in use. No furniture, fixtures, appliances, or other similar items may be stored in any manner visible from any other Lot or the Common Elements. Outdoor furniture may be left outside in the area of use, during periods of regular use only. All service areas for hanging, drying or airing of clothing shall be kept within approved structures. During house construction,

construction equipment may be stored outside within the building envelope for periods of less than thirty (30) days.

9. Vehicle Storage: No abandoned or inoperable vehicle of any kind shall be stored or parked on any Lot unless it is within a garage. An "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of ninety-six (96) hours or longer, or which does not have an operable propulsion system installed therein. If the Association shall determine that a vehicle is parked, stored or used in violation of this Rule, then a written notice describing said vehicle shall be conspicuously placed upon the vehicle and if the vehicle is not removed within a reasonable time thereafter, as determined by the Association in its discretion from time to time, the Association shall have the right to tow the vehicle at the sole expense of the owner of the vehicle or the Lot.

10. Recreational and Commercial Vehicles: Recreational or business vehicles, including but not limited to, trailers of any kind, campers (including camper shells and motor homes), buses, vans, boats or boat accessories, and trucks larger than three-quarter (3/4) ton (as defined by Colorado Department of Motor Vehicles), self contained and other motorized recreational vehicles, all terrain vehicles, any other vehicle clearly designed or designated by the manufacturer or the owner thereof (through signage or accessories) to be a commercial or recreational vehicle, even though it may be licensed by a state as a passenger vehicle, shall not be parked, placed, stored or maintained anywhere within the Community so they are visible from any other Lot or from the Common Elements or from any street within the Community, except in emergencies or as a temporary expedience for loading or unloading. The Association may tow any vehicle if it is in violation of any City, County or State regulation, the Declaration, or these Rules and Regulations. Notwithstanding the above, RVs owned by Guests of Owners will be allowed to be parked on a paved area of the Lot adjacent to the home within the building envelope for a maximum of fifteen (15) days per year. Additionally, these restrictions shall not restrict trucks or other business vehicles that are temporarily necessary for construction or for the maintenance of the Lots or any Improvements located thereon.

11. Automobile Repair: No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle, trailer or boat, may be performed or conducted on any Lot unless it is done within a garage and in a manner that screens the sight and sound of the activity from the street and from any other Property. The foregoing restriction shall not be deemed to prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

12. Temporary Structures: Tents, shacks, outbuildings, or other temporary structures shall not be kept upon a Lot, except as approved by the Architectural Review Committee.

13. Utility and Storage Sheds: Utility or storage sheds are discouraged, and are subject to the provisions of the Declaration related to Improvements and are subject to further provisions of the Architectural Design Guidelines. If allowed at all, utility and

storage sheds shall: (1) be located only in a specifically approved location and constructed so as not to encroach beyond the Building Envelope; (2) be constructed on a level ground pad; (3) not alter drainage patterns of a Lot; (4) not exceed 8' X 10' in either base dimension; (5) not exceed 7' in height at its highest point measured from the pad if visible from any street or Lot within the Common Interest Community, and in any event, not exceed 8' in height at its highest point measured from the pad; (6) be located so as not to be viewed in full from the front of the Lot; and (7) be constructed of materials and colors that match or are compatible with the Dwelling Unit.

14. Pets and Animals: Pets may not be kept for any commercial purposes. Horses, cattle, sheep, chickens, and other livestock are prohibited. Household pets which are commonly kept as pets, such as dogs house cats and birds, may be kept as household pets within the Community so long as they meet state and county requirements and the requirements of these Rules and Regulations. Notwithstanding the above, pets or animals that live even partially outside of an Owner's residence are prohibited. Pets may only be kept in such numbers and in such a manner so as not to create a nuisance or health hazard. Before any other type of animal may be kept as a household pet, the Owner must first obtain written approval from the Board of Directors. Except as approved by the Architectural Review Committee, no structure associated with any animal may be kept in any location that is visible from any other Lot or the Common Elements.

The right to keep household pets is strictly regulated by these Rules and Regulations issued by the Board, shall be subject to fines for violations, and shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets, and any such fines, costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments.

15. Animal Control: No animal shall be permitted to roam free on its Owner's Lot or those of others, shall be tied to a stake or tree or other outside structure, or shall have an outdoor kennel or shelter or feeding facility. When outside of a Dwelling Unit, all animals must be kept on a leash or similar restraint under direct control of the handler or Owner. Owners must immediately use a "pooper scooper" or other method to clean up after their pets when they are off of their personal property. Owners and Guests shall hold the Association harmless from any claim resulting from any action of their pets. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice following Notice and Hearing from the Board of Directors.

16. Wildlife: No person shall interfere with or disturb any wildlife within the Community. Any wildlife considered to be a "varmint" or pest causing natural resource damage or public endangerment will be controlled by the responsible authority.

17. Camping and Picnicking: No camping or picnicking is allowed within the Common Elements except in areas designated for such activities.

18. Garage Sales: Except as approved by the Board of Directors, no garage, patio, porch, lawn or similar sale is allowed to be held on a Lot or the Common Elements.
19. Interference with Electronic Devices: No any activity shall be conducted on a Lot or the Common Elements which interferes with any television, radio, home computer or similar electronic device operation within the Community.
20. Swing Sets, Recreational Equipment: Swing sets or other recreational equipment are not allowed on a Lot or in any other area unless the location, color, and materials are first approved by the Architectural Review Committee. All equipment must be kept in good repair and located within the Owner's building envelope, screened as much as possible from any other Lot or the Common Elements.
21. Fences: Fences are prohibited, except for one approved privacy and security fence or enclosure for trash containers, enclosing an area of 32 square feet or less, attached to a building and finished harmoniously. All fences must first be approved by the Architectural Review Committee. Notwithstanding the above, the Board may elect to build a wildlife-friendly fence along all or part of the subdivision perimeter boundary within the perimeter easement for purposes such as preventing trespass by campers or off road vehicles or other unauthorized people.
22. Tree Removal: Except as approved by the Architectural Review Committee, no person shall remove any tree within the Community with a diameter larger than 2 inches.
23. Signs: No signs, window display or advertising visible from outside a Lot shall be maintained or permitted in any part of a Lot, unless in conformance with these Rules and Regulations or Design Guidelines issued by the Association and approved by the Architectural Review Committee. Temporary "For Sale" signs no larger than 3 square feet may be displayed for up to six (6) months while a property is for sale. A house under construction may have one sign not exceeding three (3) square feet for the purpose of displaying building permits and lot identification. This sign must be removed at the completion of construction. Political signs no larger than three (3) feet by four (4) feet, or such lesser size as limited by county ordinance, may be displayed for a period from forty-five (45) days before the election to seven (7) days after the election.
24. Mailboxes: Mail boxes on individual lots are not permitted. The Board may choose to build a mail facility at the entrance to the subdivision, or further down Tabor Drive, and assess each lot owner a share of the cost; however, this location is at the discretion of the Association and USPS. In the absence of a community box, an individual box may be placed outside the subdivision, either at the bottom of the hill on Tabor Drive or on County Road 4.
25. Holiday Decorations: A tasteful, temporary decoration or display, if it is clearly incidental to and customarily and commonly associated with any national, local, or religious celebration, is allowed within the community. Such display is exempt from any

setback regulations, but such display shall be erected no more than forty-five (45) days prior to and removed no more than twenty-one (21) days after the celebration in question.

26. Guest Parking: Guest parking shall be on a paved pad and located either within the Owner's building envelope or directly adjacent to the building envelope. Overnight guest parking may not be allowed for more than a total of fifteen (15) days per year unless provided for within a garage.

27. Architectural Review: No Improvements shall be constructed, erected, placed, applied or installed upon any Lot unless plans and specifications therefor shall have been first submitted in triplicate to and approved in writing by the Architectural Review Committee. The Association has adopted Design Guidelines that must be followed before the construction and installation of any Improvements on a Lot, including landscaping.

28. Restrictions on Leasing: A Lot may not be leased or rented for a term of less than six (6) months, except in compliance with Rules and Regulations established by the Board of Directors; or for less than the whole Lot. All leases and rental agreements shall be in writing; include a provision that the lease is subject to the terms of the Declaration, the Bylaws of the Association and these Rules and Regulations, and that the failure of the tenant to comply with the terms of the Declaration or Bylaws or these Rules and Regulations shall constitute a default enforceable by either the Association or Owner, or by both of them. Any Owner who leases their Lot shall obtain advance Board approval, and within three (3) days after the execution of such lease, mail or deliver a copy of same to the Association. The tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

29. Business Use Restrictions. The use of each Lot is restricted to that of a single-family residence and accessory uses as permitted herein. A single-family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis with a common kitchen and dining area. Except as provided for in the Declaration, no business, trade, professional or commercial activities of any kind may be conducted in or from any Lot.

IV. PUBLIC SAFETY AND FIRE PREVENTION RULES AND REGULATIONS

1. Fireplaces: Fireplaces must be cleaned and serviced on a regular basis. No coal or other fuel which emits a similar amount of smoke, erupting wood, or charcoal may be used for heating, cooking, or for any other purpose within the Community, unless approved by the Board. Notwithstanding the above, charcoal may be used for outdoor cooking, in receptacles of common size specifically adapted to be used to burn charcoal.

2. Fire Hazards: No Owner will permit any condition on the Owner's Lot or the Common Elements which creates a fire hazard or which is in violation of any permanent or temporary fire prevention regulations of any governmental authority.
3. Propane Gas: No public natural gas supply line is currently available in the Community. All propane tanks and connections to buildings must be placed underground, except for appropriately finished access ports, as required. Any such tanks, or other gas storage devices must first be approved by the Architectural Review Committee and the appropriate governmental agency. Fuel tanks of not more than twenty (20) pounds capacity and attached to family outdoor cooking appliances are excepted.
4. Outside Burning: No Owner will permit any outside fires except barbecues, outside fireplaces, and braziers. All outside fires must be kept within facilities approved by the Architectural Review Committee. The Association may issue temporary restrictions on outside fires of any type as conditions may require.
5. Fire Hazard Prevention: Each Owner will remove from the Owner's Lot all dead branches, brush, and other material which could create a fire hazard, and each Owner will perform such other tasks, as requested by the Board, to remove or eliminate material which constitutes or creates a fire hazard. The Board will remove such material and take similar actions with respect to the Common Elements. No fire is permitted within ten feet of any bush, tree or other flammable materials.
6. Hunting: Hunting and trapping are absolutely prohibited within the Community. State wildlife and other state authorities are exempt from the provision of this section when performing official duties as directed by the state authorities acting pursuant to Colorado law or as authorized by the Board.
7. Discharge of Weapons: No person may discharge any handgun, rifle, shotgun, air rifle, pellet gun, B-B gun, slingshot, bow, or any other weapon anywhere within the Community. Government officials authorized to carry firearms while acting within such official duties are exempt from the provisions of this section while in the performance of official duties.
8. Vacations or Absences: Owners are encouraged to purchase and maintain emergency security alarm systems, fire suppression systems and roof fire suppression systems on their home and keep the same in good working order at all times and armed whenever no responsible person is present. The Association and the Board of Directors will not be held liable for any vandalism, etc. at any time.

V. MAINTENANCE RULES AND REGULATIONS

1. Maintenance of Improvements: Each Owner shall maintain, repair and replace, at their own expense, all portions of their Lot. This shall include control of trash and other accumulated items that may be unsightly to other Owners, and removal of snow from the driveway of the Lot. Each Owner will promptly make all necessary or appropriate

repairs and replacements to all improvements on their Lot. Outside contractor work is prohibited on Sunday and must be performed in accordance with the Design Guidelines adopted by the Association. The Association shall have the right to enter and perform cleanup and maintenance services neglected by the Owner, and assess the Owner for any costs incurred.

2. Landscaping Deadline: Landscaping must be completed by Owner within 180 days from date of Certificate of Occupancy on property. All landscaping must be approved by the Architectural Review Committee and installed in accordance with the Design Guidelines adopted by the Association.

3. Maintenance of Landscaping: Each Owner shall maintain the landscaping upon the Owner's Lot in the same or superior condition. Each Owner will diligently maintain, cultivate, husband, protect, and preserve all shrubs and trees upon the Owner's Lot, including installation of any needed erosion control measures which may arise. Dead trees and dead scrub oak, etc. on a Lot are to be promptly removed by the Owner. Spraying of trees on an Owner's property is at the Owner's expense.

4. Maintenance of Common Elements: The Association shall manage, operate, insure, maintain, repair and replace all of the Common Elements, and any drainage structure or facility or other public improvements required by local governmental entities, including without limitation, infiltration trenches, fire fighting facilities, snow removal from the fire fighting facilities, provision of water for the fire fighting cistern, and any other maintenance obligations noted on the Plat, so long as such facilities remain under Association use and control.

5. Maintenance of an Unimproved Lot: Each Owner is responsible for trash and/or maintenance of his and/or her Lot.

VI. ENFORCEMENT

Enforcement of these Rules and Regulations shall be in accordance with the Notice and Hearing and Enforcement policy adopted by the Board, attached hereto, with the exception that the following fine schedule shall apply for violations of Article III, Paragraphs 3 (Noxious or Offensive Activities), 15 (Animal Control), and 28 (Restrictions on Leasing) and all of Article IV (Public Safety) of these Rules and Regulations:

<u>Number of violations in a 12 month period</u>	<u>Fine Amount</u>
First violation:	\$50
Second violation:	\$100
Third violation:	\$200
Fourth violation:	\$500

Additionally, any Owner, Guest, contractor, or builder who, in violation of Article III, Paragraph 27 (Architectural Review) of these Rules, commences or maintains any

construction, alteration or other work on a Lot without Architectural Review Committee approval, or contrary to any approved plans, specifications or approvals of the Architectural Review Committee, shall be subject to an initial fine of One Thousand Dollars (\$1,000.00) per violation and additional fines of five hundred dollars (\$500.00) per day until the offending activity has ceased.

VII. POLICIES AND PROCEDURES OF ASSOCIATION

In accordance with Colorado Senate Bill 05-100 and Senate Bill 06-089, the Association has adopted the policies and procedures attached hereto to these Rules and Regulations.

OWNER ACKNOWLEDGMENT AND ACCEPTANCE:

I hereby acknowledge that I, as a buyer/owner of a single family property in Elk Trail, have received and accepted this version of the Rules and Regulations of the Elk Trail Owners' Association, Inc. I agree to abide by the requirements of this and subsequent editions of these guidelines, and to abide by the decisions of the Association's Board of Directors with reference to interpretation of these guidelines.

Printed name _____

Lot number _____

Date _____

Signature _____