

**RULES AND REGULATIONS
FOR
THE VILLAS AT COTTON RANCH ASSOCIATION, INC.**

These Rules and Regulations (“**Rules**”) are adopted by the Board of The Villas at Cotton Ranch Association, Inc., a Colorado nonprofit corporation (“**Association**”), pursuant to the authority set forth in Article I of the Bylaws of the Association.

RECITALS

WHEREAS, Article I of the Bylaws authorizes the Board of the Association to adopt Rules and Regulations to govern the affairs of the Association; and

WHEREAS, pursuant to the authority vested in the Board by the Bylaws, the Board has promulgated the following Rules for the purpose of protecting and enhancing the rights and interests of the members of the Association who are the Owners of the Homes, and to preserve the property value of the Project subject to the Declaration.

NOW, THEREFORE, the Board hereby establishes, makes and adopts the following Rules of the Association.

**ARTICLE 1
DEFINITIONS/EXCEPTIONS**

All capitalized terms herein shall have the meaning provided in the Declaration, unless otherwise defined herein.

The use of the word “**Owner**” herein shall also apply to and include any person who is permitted to be on the Project by an Owner, including, but not limited to, such Owner’s guests, invitees and agents.

Notwithstanding any provision of these Rules, so long as Declarant retains rights pursuant to the Villas Association Documents, Declarant shall be exempt from the provisions of these Rules to the extent that it impedes, in Declarant’s sole discretion, their development, construction, marketing, sales or leasing activities.

These Rules are in addition to, and not in lieu of, all rules promulgated by the Cotton Ranch Association.

ARTICLE 2 USE RESTRICTIONS

2.1 General Use Restrictions.

a. No Owner shall operate any machines, appliances, electronic devices, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or cause any damage to or overloading of any mechanical, electrical, plumbing, or any other system serving the Project. There will be no loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner so as to disturb other Owners. Volumes shall be appropriate between the hours of 10:00 p.m. and 8:00 a.m., and at all other times, as determined by the Board.

b. Each Owner shall maintain their Home in good condition and in good order and repair, at the Owner's expense, and shall not do or allow to be done on their Home or on the Common Elements anything which may increase the cost or cause the cancellation of insurance on other Homes or Common Elements or increase any risk of loss to said Homes or Common Elements.

2.2 Signs. Except as otherwise permitted by applicable law (including, but not limited to, §106.5 of the Act), except for rights reserved to Declarant in the Declaration and except for one reasonable "For Sale" sign advertising a Home for sale, no signs or advertising devices (including "political" signs) of any nature shall be displayed, hung, stored or used on any part of the Project, including outside of any Homes or within any Home in such a manner as to be visible from any location outside of such Home, without the prior written permission of the Board.

Any signs not in conformance with the foregoing restrictions may be removed by or on behalf of the Association or Declarant and any damage caused by the placement and removal of such non-conforming sign shall be paid for by the Owner responsible for the placement of such sign.

2.3 Trash.

a. No trash, ashes, building materials, firewood or other unsightly items may be thrown, discarded, dumped or stored on any Home or Common Element, except as specifically permitted by the Board. There shall be no burning or other disposal of refuse outdoors. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, and all such receptacles shall be enclosed and screened from the public view and from the wind and protected from animal and other disturbance such as in the Home's garage. Should trash removal no longer be offered by the Town of Gypsum ("**Town**"), each Owner shall provide for the regular removal of refuse, trash and garbage and agrees to use the trash removal company as designated by the Board, 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 reserves the right to require Owners to arrange for separate pickup and disposal of extraordinary amounts of refuse or large items.

b. All roadways and walkways shall be clear for emergency traffic. No cars, furniture, bicycles, barbecues, toys or other items of personal property shall be stored, left or parked on a roadway, walkway or any other place within the Common Elements.

c. The Association assumes no liability for any loss or damage to articles left or stored in any Common Element or other area.

2.4 Flammable Substances. No flammable, combustible or explosive fluids, chemicals or substances shall be kept within the Project except those required for normal household use. In no case shall flammable, combustible or explosive fluids, chemicals or substances be stored in exterior patios, yards or the garage.

Grilling is limited to gas or electric grills, subject to rules and ordinances adopted by the Town, and shall only be permitted within the boundaries of a Home parcel (and not on the Common Elements).

2.5 Parking.

a. No vehicle may be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building, nor shall any vehicle be parked in a fire lane or designated “no parking” area.

b. Garage doors shall be kept closed at all times except when in use. No portion of a garage shall be converted into a separate room. The provisions of this paragraph shall not be deemed to prohibit commercial and construction vehicle from making deliveries or otherwise providing services to the Project and its Owners in the ordinary course of business.

c. Vehicles in violation of parking regulations are subject to being towed at the owner’s expense and or being fined by the Board.

2.6 Overflow Parking Spaces.

a. Overflow parking spaces shall only be used by Owners and their Guests.

b. A Villas Parking Permit Tag must be visibly hung from a vehicle using an overflow parking space for overnight parking or for more than one day. In no event may a vehicle be parked in an overflow parking space for more than 10 consecutive days.

c. The Board will distribute no more than one Parking Permit Tag per Home. A \$50.00 fee will be charged to Owners for a replacement Parking Permit Tag.

d. No trailers shall be parked in overflow parking spaces for more than 8 consecutive hours.

e. In no event are vehicles or trailers over 20 feet long permitted to park within overflow parking spaces

2.7 Household Items. Rugs, clothing or other household items may not be hung from any window, patio, or facade of a Home. No clothesline of any type shall be allowed which is visible from the Common Elements, the street, or any neighbor's Home.

The windows facing the street may or may not have window coverings. If window coverings are installed, they must be consistent and used uniformly with like types and colors. The side of the window covering which can be seen from the outside of the Home shall be a light color (white, off-white, grey, beige, or a natural wood stain appearance) and compliment the colors on the exterior of the Home. No reflective materials, sheet, towels, or any other material that is not a standard window treatment is permitted.

2.8 Fireworks. No fireworks or firearms may be fired or discharged within the Project.

2.9 Wiring; Air Conditioning. No Owner may install exterior wiring for electrical or telephone installation or for any other purpose, nor shall any items, including, but not limited to, television, cable, or radio antennae, furnace or other vent, machines or air conditioning unit vents, be installed on the exterior of the Homes or protrude through the walls or the roof of the Home, except as may be authorized in writing by the Board.

2.10 Satellite Dish. Owners shall be permitted to install satellite dishes of one meter or less subject to the following restrictions which are intended to comply with the Telecommunications Act of 1996, as amended ("Telecommunications Act"). In the event that the following restrictions conflict with the Telecommunications Act, the restrictions shall be amended to the extent necessary to comply with the Telecommunications Act.

a. If acceptable quality signals may be received by placing a satellite dish within a Home, then the satellite dish must be installed within the Home.

b. If acceptable quality signals cannot be received by placing a satellite dish within a Home, then the satellite dish may be placed within the boundaries of the Home's deck or patio.

c. Subject to the Telecommunications Act and other applicable law, the location of all satellite dishes require prior approval of the Board.

In no event shall Owner satellite dishes encroach upon the Common Elements, including the airspace of another Home or the air space of the Common Elements. For instance, a satellite dish cannot be installed by an Owner so that it extends beyond a deck or patio, and into, on or over the Common Elements. In no event may an Owner's satellite dish be installed upon the Common Elements.

The Board shall have the power to adopt additional Rules, consistent with this Section 2.10 and applicable state and federal laws and regulations, regarding the installation of satellite dishes.

2.11 Decks/Patios/Stoops/Balconies. Decks and patios (including rooftop decks, if any) are intended for personal recreational use and may not be used for storage or other purposes, except that seasonal furniture and seasonal plants in leakproof containers may be kept thereon in season. No boxes, trash, bicycles, motorized vehicles, tires or other items may be stored on the decks or patios (including rooftop decks, if any). All unattached items must be secured when not in use so as to avoid being blown away by wind. No object of any type may be thrown, dropped or otherwise cast off of the decks or patios (including rooftop decks, if any). Loud or otherwise disturbing activities on the decks and patios (including rooftop decks, if any) are prohibited. Structures or other improvements may not be constructed on decks or patios (including rooftop decks, if any) unless approved in writing by the Board (see Section 10.07 of the Original Declaration).

2.12 Sound/Noises/Lighting.

a. *Modifications*. Except for typical picture hanging nails, no holes shall be made in the Party Walls without permission of the Board. No modifications to the construction of the Home which is in common with another Home shall be made by an Owner without the express approval of the Board.

b. *Home Theater Systems and Stereo Systems*. Speakers for a home theater or other audio equipment shall not be supported from or penetrate Party Walls. The goal of this paragraph is to maintain a level of acoustical privacy intended for the Homes, given the understanding of the variability in power and capability of home theaters and other audio equipment.

c. *Lighting*. Except for external lighting that existed at the sale of a Home to its initial Owner, if any, no external lighting shall be permitted at the Project except for reasonable holiday season lighting which must be removed within 2 weeks after the applicable holiday. Notwithstanding the foregoing, no floodlights or other exterior or interior lighting shall be installed or situated on or about any Home so as to shine directly or indirectly into another Owner's Home.

2.13 Roofs. No portion of the roof membrane may be penetrated by an Owner or the Association. Except in the event of required maintenance, Owners may only walk on those portions of their roof upon which a deck has been properly constructed and/or within the railed in areas of the roofs/decks.

2.14 Play Structures/Trampolines/Basketball Hoops/Backboards. No play structures, trampolines, basketball hoops or basketball backboards shall be located within the Project, including within the boundaries of any Home parcel.

ARTICLE 3 MISCELLANEOUS

5.1 Declaration Prevails. In the event that there is any inconsistency between the provisions of these Rules and the Declaration, the Declaration shall prevail.

5.2 Amendment. The Board may amend, supplement, repeal, replace or modify these Rules from time to time as it deems appropriate or convenient; *provided, however*, no amendment shall be made to impair any rights of the Declarant without the prior written consent of Declarant.

IN WITNESS WHEREOF, the undersigned secretary of the Association certifies adoption of the foregoing Rules by the Board on June 3rd 2019.

Owen R Lococo
Owen R Lococo, Secretary