

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

RIDGEVIEW AT STETSON HILLS FILING NO. 24

August, 2006

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; (3) the Declaration of Covenants, Conditions, Restrictions and Easements of Ridgeview at Stetson Hills governing documents, recorded September 28, 1999, in the real property records of El Paso County, Colorado, at Reception No. 009152135. 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 the 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 is 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 the 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 Areas 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")

(Article IX, Section 18)

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 Areas.

(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.

(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 of the Rules and Regulations, 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.

(Article II, Section 4)

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 in the common areas 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, recreational vehicle, commercial vehicle or inoperative vehicle shall be parked or stored in the subdivision except for limited periods of time not to exceed 24 hours for the purpose of loading and unloading. Such recreational vehicles shall not create an access problem to other residents nor shall such vehicles be parked unattended within the community (i.e. within fire lanes). Such vehicles are subject to the immediate removal (towing) at the owner's expense. Exception for emergency vehicles that meets the definition found in C.R.S. § 38-33.3-106.5(d).

4.4 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.

4.5 Vehicles which are parked on subdivision property in violation of these Covenants, without current license plates, or have not been moved for a period of 7 days or longer shall be determined abandoned and may be towed and/or ticketed.

(Article IX, Sections 8 and 20)

4.6 Owners shall be encouraged to utilize their parking spaces within their garage, leaving the available spaces provided for guest parking.

4.7 Garage door 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 a maintain a pleasing appearance to the residence.

4.8 Residents and guests are not to use the streets and driveways as play areas.

Pets

(Article IX, Section 5)

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

5.2 Pets (dogs or cats) are not permitted to run unattended in the Common Area nor may they be tied up in the common area. 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 area by their pet(s), the repairs for which shall be made by the Association and assessed to the Unit 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, 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 three (3) 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 dog 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).

Porches

(Article IX, Paragraphs 9 and 14)

6.1 Porches may not be used as storage areas nor in any way distract from the appearance from 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.

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 if such confinement causes the animal to create a nuisance either by noise or odor, which in the sole discretion of the Board is an unreasonable nuisance to the living enjoyment of others.

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

Trash Collection and Removal

(Article IX, Section 12)

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 the trash receptacles that contains 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 units must keep their trash totes in the garage except on the designated pick up day.

Grounds, Sidewalks and Common Areas

(Article IX, Section 18)

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 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 common area.

8.3 Vehicular traffic across the lawn, sidewalks or 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.

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 is less than 2".

9.3 A pathway shall be cleared on all sidewalks and entryways upon 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.

9.4 Streets within the community shall be plowed upon receipt of at least 4" of snow. Snow 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 sand to icy areas when appropriate and must be cleaned up within 48 hours after the ice melts. The use of salts or ice melts may void warranty of concrete.

Signage & Flags

(Article IX, Section 7)

10.1 The Board of Directors shall approve all signs prior to installation for appropriateness, size, and placement. Typical signs that are acceptable shall include:

10.2 One sign no larger than 5 square feet placed inside a window or above overhead garage door offering a residence for sale or rent.

10.3 Two signs not larger than one hundred (100) square inches indicating a security system exists on the property.

10.4 One small sign restricting solicitation to be placed discretely at the entrance of a residence.

10.5 A nameplate of the occupant may be placed discretely at the entrance of a residence.

10.6 American, other nationality flag or military service flag may be displayed in a manner consistent with the federal flag code, P.L. 94-344, 90 STAT. 810: 4 U.S.C. 4 to 10; please contact the manager for location requirements. Size is limited to 3 feet by 5 feet. However, lighting of a flag is not permitted. Therefore, flags shall be required to be removed daily in accordance with proper etiquette for the display of a national flag. No other flags or banners shall be permitted.

10.7 One political sign no larger than 5 square feet per political office or issue may be displayed, in your immediate area, 45 days before the election and remain up for 7 days after election.

Miscellaneous

(Article IX)

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 residence 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 unit as a home business office, which approval may thereafter be withdrawn or terminated by the Board at any time. Businesses, which do not create additional traffic, noise or odor untypical of a residential community, in the opinion of the Board of Directors, shall be given consideration for approval. This rule is not intended to prohibit those business activities, which an individual uses their home as a base but is aimed at prohibiting activities, which draw the general public to Association grounds.

11.3 Wind chimes 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 the individual resident shall be responsible for replacing the light bulb on porches as needed. (*Article IX, section 7(g)*)

11.5 Window air conditioners and fans, which protrude past the screen area of the window, are prohibited in windows. (*Article IX, Section 7(c)*)

11.6 When available please seek location of antennae below the roofline. "All antennae are prohibited, except any Lot may be allowed to install, at the user's sole expense, solely the occupant's personal use, any antennae permitted by the OTARD rules adopted by the FCC. Owners are encouraged (but not required) to submit an intent to install an antenna in advance of any outdoor installation. The property manager will have information as to whether an acceptable quality of signal can be received wholly inside a Lot, as well as locations that are shielded from view to the maximum extent possible from neighboring properties or streets without unreasonably increasing the cost of an antenna without damage to areas under the control of or maintained by the association, and or areas that raise special safety concerns.
(*Article IX, Section 7(d)*)

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

Insurance

12.1 Interior loss or damage. Since any loss or damage in the interior of a Unit should ordinarily be covered by the Owner's individual insurance policy as provided in Article VI, Section 7 of the Declaration, to the extent said loss is covered by the Association's insurance and a claim is made against the Association's insurance in connection with such loss, the Owner shall be responsible for paying the deductible or any portion of the loss or expense which is not covered by the Association's insurance. The Association recommends that all Owners obtain HO-6 coverage for their respective Units with at least \$5,000.00 for "Coverage A-Dwelling" and at least \$5,000.00 for "Loss Assessment", as required or recommended by Article VI, Sections 3 and 7 of the Declaration.

12.2 Exterior loss of damage. If any loss or damage to the exterior of any Unit is not fully covered or paid by the Association's insurance, the amount of that uncovered or unpaid portion shall be paid equally by all of the Owners, except that when and to the extent such loss or damage is caused by an "OwnerResponsible Event" as defined below, the Board in its sole discretion may determine that the Owner and his/her Unit shall be solely responsible for any portion of the loss or expense that is not covered by the Association's insurance. An "Owner-Responsible Event" means: (a) a negligent act or omission of an Owner; (b) a negligent act or omission of that Owner's family, agent, contractor, guest, invitee or tenant; (c) a negligent act or omission of another individual, provided that such individual was on the premises with the consent of the Owner or with the consent of a person enumerated in "b" above; or (d) a pet or other animal brought on the premises by the Owner or by one of the other persons enumerated in "b" or "c" above; or (e) any loss expense that would not be the responsibility of the Association, except for the election to insure for same. By way of example, but not by limitation, Article VIII, § 1(b) of the Covenants provides that the Association does not have liability for windows, garage doors and pedestrian doors, so the Association may apply that exclusion to and loss or expense incurred for repair or replacement of a door or window.

12.3 Assessment and collection. Any Owner's failure to pay his/her share of any loss allocated to him/her under any of the preceding sections of this Rule shall result in the assessment of a fine equal to the amount unpaid, plus costs of collection. The Association may exercise all applicable rights and remedies to collect fines, including the right to add such fine to the assessment to which the Unit of such Owner is subject, and such fine and assessment shall become a lien against such Owner's Unit as provided in Article IV, Section 8 of the Declaration.

12.4. Owners' coverage, Owners are responsible for reviewing the Association's insurance coverage and obtaining such insurance as the Owners are required or may desire to have for their own protection. Nothing in this Rule shall impose any liability upon the Association.

Dues

(Article IV)

13.1 Association assessments are based upon an annual budget adopted by the Board of Directors. As stated in the recorded documents, assessments are payable on or before the first of each month. There is a 10-day grace period. Assessments received after the 10th will incur a \$20.00 late fee, in addition to interest at the rate of 21% per annum. Additional remedies are defined in the covenants.

Amendments

(Article II, Section 5)

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

Purpose and Construction

(Article II, Section 5)

15.1 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.

Mediation/Arbitration

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

Effective Date

Adopted this _____ day of _____, 2006

President

Vice President

Secretary /Treasurer