

DONALA CLUB VILLAS HOMEOWNERS ASSOCIATION (DCVHOA)
RULES AND REGULATIONS
September 3, 2009

**THESE RULES AND REGULATIONS SUPERCEDE ANY AND ALL FORMER DCVHOA
QUICK GUIDES TO EASY LIVING AND DCVHOA RULES AND REGULATIONS.**

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NOTE: All homeowners will be provided with one (1) free copy of these Rules and Regulations. Additional copies may be obtained from the Secretary for a fee of \$5.00 each. The Association gives permission for all homeowners to reproduce additional copies.

GENERAL INFORMATION

The Declaration of Covenants, Conditions and Regulations (CC&R's) dated September 17, 1975 particularly Article IX thereof, apply to Club Villas Townhouses and to their Owners and Occupants.

The following Rules and Regulations are an extension of those detailed in the CC&R's. In case of conflict between this document and the CC&R's, the CC&R's govern. These Rules and Regulations do not take the place of the CC&R's or Bylaws but are provided to help answer some of your questions as a homeowner in Club Villas. Should you have any further questions, you may contact any member of the DCVHOA Board of Directors.

The term "Association" herein refers to the Donala Club Villas Homeowners Association (DCVHOA).

The term "owners" above includes, where appropriate, their tenants, guests, employees, and families using their units or the common area.

When buyers sign the closing documents and take ownership of their townhome units, they agree to abide by, (and advise their family members, guests, and tenants), the same provisions of the governing documents, which in accordance of the intent of those provisions, is for their own benefit and for the benefit of their neighbors as well. Therefore please read and understand the CC&R's, Bylaws and Articles.

Please be reminded that this document highlights many of the common issues that surface, but is by no means exhaustive. For clarification, fuller explanation, and additional information, refer to the CC&R's and Bylaws.

1. Monthly Assessment (Dues). The monthly dues (currently \$250.00) are payable on the first of each month to Donala Club Villas HOA. A late fee of \$10 for those accounts past 30 days may be assessed. Dues not paid by the 10th of the month are past due. You have two choices for paying your dues:

a. Sending a check to our address: Donala Club Villas HOA

14444 Club Villa

Colorado Springs, CO 80921

b. Bank to Bank direct payment: Contact DCVHOA Treasurer for Account Number and Routing Number.

3.

If you desire to use option number **b**, then you must contact your bank and provide them with the Account Number and the Routing Number.

2. Annual Meetings. The Annual Homeowners Association Meeting is normally held during September as to accommodate residents who leave the area during the winter months.

The place and time for the next annual meeting will be determined by the Board and announced in the monthly newsletter, and/or delivered to each townhome, and/or notification given by email. Please plan to attend this very important meeting. If you cannot attend, a proxy will be provided.

3. Board Meetings. The DCVHOA is a non-profit corporation which is directed by its Board of Directors. The Board is a group of homeowners who voluntarily meet on a regular basis to conduct the business of the DCVHOA. Board members are elected for three-year terms. The Board's interpretations of the governing documents and determinations regarding maintenance, repair, enforcement, and violations are final, conclusive, and binding upon all owners. The Board of Directors of DCVHOA meets on a date and time at the residence of one of the members, as determined by the current Board members. The exact time and location of the next meeting will be announced by email and/or in the monthly newsletter. All members wishing to bring anything before the board may do so within the first 10 minutes of the meeting. The Board will take into consideration all input from members during their meeting.

4. Insurance. The DCVHOA carries a Master Insurance Policy designed to cover the replacement costs of the buildings and structures. The policy is subject to a deductible. The policy defines buildings and structures as exterior roofs and walls of the living space, garage and outside balconies, along with unaltered atriums. Each homeowner is responsible for the maintenance and repair of an atrium which has been covered. Doors and windows are the responsibility of the individual owners. All interior elements such as paint, wallpaper, wall to wall carpeting and built-ins such as cabinetry, countertops, trim work, fireplaces and plumbing fixtures and all appliances, such as a furnace, garbage disposal, dishwasher, range, refrigerator, washer and dryer are the responsibility of each individual owner. Individual homeowners are responsible for patios. This policy excludes earthquake and theft.

CB Insurance is our present Insurance Agent. They will assist Owners in coordinating individual insurance questions upon request. It is highly recommended to have the installation of smoke detectors on each floor. Some individual insurance companies also offer discounts if you have smoke detectors installed, as well as fire extinguishers installed in the kitchen and furnace area.

4.

Our Master Policy does not cover individual workman hired by an Owner for any reason. In accordance with Colorado Senate Bill 89 (2006) a unit owner should work with the Board for any claims rather than contacting CB Insurance directly. The reason for this is that the Association carries a deductible (which may change from time to time) and therefore small claims may not be covered by the Master Policy, but each claim will affect the premium.

Pursuant to the CC&R's, the individual homeowner is responsible for repairs, replacement and maintenance of the interior of his/her unit. This shall include, but not be limited to, the repair of any damage resulting from window leaks, or the intrusion of water through the foundation. However, interior damage that is deemed a "covered loss" under the Association's insurance policy will be repaired by the Association to the extent that it receives insurance proceeds. As a generality, normal wear and tear is not covered. Hail/wind damage is covered.

5. Trash Pickup. Trash will normally be picked up every Thursday (except weeks with Holidays), when trash will be picked up on the following day. Put trash containers or trash bags in front of garage. Residents are responsible to insure that no trash of any kind will be left on any common area.

6. Snow Removal. Snow removal will normally commence after the accumulations of either 3" of snow under normal snowfall conditions or 4" of snow drifts in case of blowing snow. In case of unusual times of snowfall, continuing snowfall, or extreme amounts of snowfall, the snow removal operation may be adjusted accordingly. All roads, driveways and entrance sidewalks will normally be cleared, but may be adjusted according to snow accumulations. A designated Board member will call for snow removal.

7. Paying of Water & Electric Bills. Two-drop boxes are located at the Gleneagle Shopping Center parking lot next to the mailbox for paying your Donala Water and Sanitation and Mountain View Electric bills. You may also have these bills automatically deducted from your bank account.

COMMON AREAS

The Common Area shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

1. All common areas i.e. sidewalks, driveways and entrances shall not be obstructed or used by any resident for any other purpose than ingress to and egress from units. No article shall be placed in any of the common area except for those articles of property of the Association. Residents and guests are not permitted to climb or walk on roofs, fences, or retaining walls. Owners are responsible for any damage to any property (e.g. the landscaped areas and sprinkler apparatus) due to their own actions, or actions on the part of their family members, guests, or pets. Damage shall be repaired by the Association at the expense of the Owner.

5.

A member of the DCVHOA Board of Directors must be notified immediately of any leakage of water from the outside of the unit. It is the owner's responsibility to report the problem even if the unit is empty or occupied by someone else. Failure to immediately notify the Board releases the Association from responsibility for any damage.

NOTE: This does not alter the long standing policy that any atrium roofs that were not part of the original construction are the responsibility of the owner, and any work done on these roofs must not cause damage to the unit exterior for which the Board is responsible.

No one except Board members and vendors hired by the Board are to go onto the roof, with the possible exception noted above for balconies, including the garage roofs that are currently accessible from upstairs rooms, without a Board member being present. This includes any workmen hired by unit owners. Residents may use or walk on the balconies over garages if an approved ½” rubber mat has been installed to prevent damage to the roof surface.

Common Area Liability: The Association assumes no liability for, nor shall it be liable for, loss or damage to articles stored in any common area.

3. Common Area Damage: Any damage to the common area or to the Association's personal property caused by a unit owner or resident or a child or children of an unit owner or resident or their guests shall be repaired at the expense of that unit owner.

4. Play items belonging to children shall not be left on the sidewalks, in the streets, or grass common areas when not in use. The intent is safety and to preserve the appearance of the community for all to enjoy.

MAINTENANCE

1. Association Responsibilities. Except as otherwise provided in the governing documents or these Rules and Regulations, the Association shall be responsible for the maintenance, repair, and replacement of the Common Areas including snow removal and landscape care; the improvement, maintenance, repair upkeep, and reconstruction of the exteriors of the improvements of the lots; for established reserves; for such other maintenance and repair as set forth in this declaration, including but not limited to exterior building maintenance as follows:

Paint, repair, replace, maintain, and care for roofs, gutters, downspouts, stucco, concrete and exterior building surfaces, including courtyard walls that have not been covered (excluding glass surfaces, exterior light bulbs, doors, gates, screens, and windows, which shall be the owner's responsibility). An owner shall not paint or change the appearance of the exterior of their unit without the prior written approval of the Board of Directors Architecture Control Committee.

6.

The maintenance and repair of the patios (except for exterior walls) are the responsibility of the owner; the painting/staining of the second story decks/balconies are the responsibility of the Association to be scheduled at the direction of the Board of Directors.

2. Responsibilities:

Unit owners are responsible for the maintenance, repair, and replacement of the improvements and properties located within their unit boundaries which are not specifically the obligation of the Association to Owner maintain, replace, and keep in good repair as determined by the Board in its discretion.

The maintenance and repair of the interior of each residence shall be the responsibility of the owner thereof.

Maintenance costs for any owner additions or modifications to the unit are the responsibility of the owner.

All owners must have serviceable screens on all windows and patio doors. Written approval from the Board is required to change the color or style of any entrance, storm, or screen door prior to installation or change.

When being replaced, windows must match the existing dimensions and style. The approval of the Board must be obtained prior to any replacements.

Anything other than curtains, drapes, shutters, window quilts, blinds, or sun shades are not permitted as window coverings. All drapes, shades, blinds, and other window coverings shall be neutral when viewed from the outside, unless prior written approval of the Architectural Control Committee is obtained.

The maintenance and repair of all appliances, fixtures, floor coverings, broken windows, screens, doors and the interior painting of each residence are the responsibility of the owner. Exceptions will include damage covered by an insurance claim under the Association's policy, but the owner may be responsible for the insurance deductible.

2. Exterior Work: No owner, resident or lessee shall perform unapproved work upon the exterior building walls or upon the common area of any kind. Such work is the responsibility of the Association. Homeowners who wish to install exterior doors or modify the exterior of their unit in any way (to include covering patio areas) must submit drawings of modifications to the Board and get prior written approval from the Board of Directors - Architectural Control Committee.

3. Remodeling Etc.: No owner, resident or lessee shall install wiring on the exterior of a building for electrical or telephone installation or for any other purpose, nor shall any machines or air conditioning units be installed outside a unit, including any part of the balcony, nor anything that protrudes through the walls or the roof of the townhouse, except as may be expressly authorized in writing by the Board of Directors -Architectural Control Committee. This includes satellite TV systems. Nothing may be placed by owners on the roofs, including but not limited to air conditioning units without approval of the Board of Directors.

Owners who already have air conditioning units on their roofs will be responsible to pay for any damage to their roofs. With the Board's permission, air conditioning units may be placed next to the unit, if properly screened from view.

NOTE: Once the board approves an exterior change (e.g. a patio wall, modification to a patio wall, exterior door modification, cover over a patio area, etc. IT IS THE OWNER'S RESPONSIBILITY TO MAINTAIN THAT MODIFICATION. IF THE OWNER CHOOSES TO HAVE THE ASSOCIATION DO THE MAINTENANCE, THE OWNER WILL BE BILLED FOR THE WORK.

4. Loud Noises: Owners and occupants shall exercise reasonable care to avoid making or permitting loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or occupants of other units. Barking dogs will not be tolerated after 9pm.

5. Garbage Disposal: Disposition of garbage and trash shall be only by use of a garbage disposal unit or by use of commercial trash and garbage facilities. All residents will be responsible to insure that they themselves, families or guests will leave no trash of any kind on any common area.

6. Townhome Housekeeping: The Association CC&R's prohibit articles such as rugs, blankets, clothing, and etc. from being hung on balconies, walls or railings. Garage doors will normally be kept closed except when working in that area. All patios and balconies shall be kept neat and clean at all times.

7. Animals: No animals, livestock, poultry, etc., of any kind shall be housed, raised, or kept on the properties, temporarily or permanently except that commonly accepted domestic household pets may be kept, provided they are not kept or maintained for any commercial purposes.

a. No domestic pet will be permitted except those whose principal abode are inside main residential building. Each unit is permitted a maximum of two dogs.

b. When temporarily outside the main residential building, such a domestic pet shall be under continuous restraint either by a containing enclosure or by a leash or tether.

8.

c. Owners shall be responsible for taking their dogs and cats out of the grassed areas to the vacant lots on either end of the common area for their constitutionals.

d. If the pets use the common areas around the building, owners will be responsible for cleaning up their pet droppings.

8. Vehicle Parking: No trailer, motor home, camper, commercial/cargo truck, snowmobile or other recreational vehicle shall be regularly parked or stored in or on the common area except for the provisioning thereof - in which case such parking is permitted for a period not to exceed 48 hours.

a. No vehicle belonging to or under the control of a unit owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from a building. Except for guests, vehicles may not be parked in driveways or common parking areas overnight. All vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

b. Cars should normally be taken to commercial facilities for washing. If washed in the local areas, only clear water or non-polluting cleaning agents should be used. Under no conditions will oil, gas, paints, paint thinners or other chemicals be discarded on the grounds, in gutters or drains. The above wastes shall be placed in appropriate containers and put into trashcans.

c. All owner vehicles must be parked inside their respective garages over night. If a vehicle must be parked in designated parking area for more than 72 hours, a permit must be obtained from the Board of Directors. Permits cost \$25 per month and are limited to three months.

d. Because the road in front of Building 14480 has restricted access, this portion of the road is designated as a Fire Lane. Parking is not permitted along this portion of the roadway. At the discretion of the DCVHOA Board of Directors, any vehicle parked in a fire lane will be towed at the owner's expense.

e. Visitor parking is for the exclusive use of visitors and is not to be regularly used by owners.

f. Vehicle speeds (including residents, guests, vendors and contractors) shall not exceed 15 m.p.h.

g. Driving on grass and sidewalks is prohibited.

h. New residents will be allowed to park outside for one month following move in to facilitate unpacking belongings in garages.

9. Garage Doors: Garage doors will normally be kept closed except when working in that area. Open garages will not be used to dry clothes.

10. Security Lights: Outside lights and bulbs are the responsibility of the individual owners. From time to time the Association may replace all light bulbs to update the lighting. However, it remains the Owners responsibility to replace burned out bulbs. The Association has responsibility to repair or replace as necessary common area light fixtures and electronic sensors.

11. Noxious or Offensive Activity: No noxious or offensive activity shall be carried on, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

12. Leases: All leases shall be required to be in writing for a period of not less than 6 months. No Townhome Unit shall be occupied or rented for time-sharing, transient or hotel purposes. No owner may lease less than his entire Townhome Unit. No more than one (1) family may lease or rent a Townhome Unit.

a. All leases shall be in writing, and lessee's occupancy of the Townhome Unit shall be subject in all respects to the provision of this Declaration, the Articles of Incorporation and By-Laws of the Association and the rules and regulations of the Board and any failure by lessee to comply therewith shall be a default under the lease.

b. The Owner will use an approved form of lease, which must include the following clause: "The Tenant agrees to abide by the Rules and Regulations of the Donala Club Villa Homeowners Association". The Landlord agrees to provide the Tenant a copy of such Rules and Regulations. The Owner must submit a copy of each lease to the Board of Directors. All unit owners must also provide a key to the rental unit to the Board of Directors.

13. Skate Boarding & Roller Blading: All forms of skate boarding and roller blading are prohibited in the streets, sidewalks and any other Common Area.

14. Planting Trees, Shrubs & Flowers: No homeowner may plant trees, flowers or shrubs in the common areas without the express approval of the Board of Directors.

15. The Donala Club Villas Homeowners Association Board of Directors reserves the power to establish, make or change the Rules and Regulations as may be necessary. It is requested that any need for change or modification be called to the attention of any member of the Board for appropriate action.

ENFORCEMENT PROCEDURES

A. Violations. of Rules and Regulations: Anyone observing a violation should notify the Board of Directors. For proper documentation, such notification should be provided in writing and include the name and unit number of the person(s) in violation (if known) and the date, time, and location of the violation. Be sure to include your own name, address and phone number. Reports will be handled confidentially (within reason or unless disclosure is legally required), but the information must be supplied to validate any necessary legal actions. As empowered by Article VII of the Bylaws the Board of Directors will enforce the Rules and Regulations with the following procedure:

1. **First Notice:** Notice of violation(s) will be provided in writing to the owner (in the case of a rental unit, a notice will be sent to the resident and the owner or authorized representative). A ten (10) day compliance period from the date of notice will be allowed.

2. **Second Notice:** Failure to correct the violation in the allotted time will then result in a second notice being sent to the owner (in the case of a rental unit, the notice will be sent to the resident and the owner or authorized representative) offering the owner an opportunity for a hearing before the Board at the next scheduled board meeting.

3. **Hearing:** Any legal or statutory rule of evidence and procedure shall not apply to the hearing, and the Board may restrict testimony or proceed in any manner or order, which it deems appropriate in its discretion. The Board may proceed with the hearing even if the violator fails to appear or refuses to participate. The Board may modify its procedures for particular circumstances, and any modification or non-compliance with these Rules shall not invalidate or impair any fine or other enforcement.

4. **Fines:**

a. The Board may impose a maximum fine of \$150.00 per violation and revoke the voting rights and Common Area privileges of the violator. Each incident or each day of a continuing violation shall be considered a separate violation for which the maximum fine may be imposed.

b. Fines will be due and payable within thirty (30) days following the date of the Imposed fine.

c. Fines will be delinquent thirty (30) days after the due date. A delinquent fine will result in a lien being filed on the unit for nonpayment and will accrue any applicable interest, late fees and legal fees.

11.

d. Payment of an assessed fine does not relieve the violator from the responsibility of correcting the covenant violation. The violator shall pay any attorney's fees, costs and expenses incurred. by the Association in connection with remedying the violation.

5. **Agent/Tenant Responsibility:** Owners shall be responsible for violations committed by their guests, contractors, family members, agents or tenants. The Board may proceed against the owner and/or other person.

DUES AND ASSESSMENTS

1. Dues:

- a. Dues are due on the first of each month and delinquent if not received by mail or our Bank by the 10th of that month.
- b. The hand delivery of Dues is allowed. If the situation arises where Dues are hand delivered, they must be received by the Association Treasurer in the mailbox mounted on his front door no later than the 10th of that month.
- c. A late charge of \$10 may be assessed if dues are not received by mail or hand delivered to the Association treasurer by the 10th.
- d. Dues that are 30 days or more in arrears will additionally be assessed a finance charge of 6% per annum.
- e. Townhome Units where dues are 180 or more days in arrears are subject to liens, an additional one time service charge of 5% of the outstanding balance and a finance charge of 12% per annum retroactive to the original date of delinquency.

2. Assessments:

- a. Assessment installments are due on the schedule approved at the time of the owners approval of the assessment.
- b. This schedule will be provided, in writing, to all owners within 30 days of the meeting approving the assessment.
- c. Assessment installments are due upon the date(s) agreed and become delinquent if not received by the 10th of each month an installment is due.
- d. Assessment installment payments will ONLY be accepted through the mail.
- e. A late charge of 5% of the Assessment installment amount will be assessed if the Assessment installment is late.

12.

- f. Assessment installments that are 30 days or more in arrears will additionally be assessed a finance charge of 6% per annum.
- g. Assessment installments that are delinquent 30 days or more after the date of the final installment shall subject the unit to a lien and associated costs per Article XII of the By Laws.

SIDE GARDEN POLICY

Background. A number of units in the complex, especially end units, have side gardens originally approved by the board of directors under the condition that the unit owners maintain those side gardens.

2. Definition:

- a. Side Garden: Is any area(s) in front of, behind or on the side of a unit, excluding the inside of patio areas, that contain homeowner planted trees, shrubs, flowers and ground cover that is not maintained by the association under the common area maintenance and watering program.

3. Issue: When a unit, with a side garden, is sold the new owners have not always assumed responsibility for the maintenance and care of those side gardens. The Association then has to choose to "assume" the owner's responsibility or restore the side garden to a look consistent with the "common area". Current policy does not define how this is to occur and who pays.

- 4. Policy: Effective upon written notice to all homeowners the following policy concerning side gardens is in force:

- a. A letter will be sent to all homeowners requesting that they acknowledge responsibility for their side garden(s).

- b. Sale of Unit:

- 1) Prior to any sale of the unit the prospective owner must, in writing on or before closing, assume responsibility for the care and maintenance of the side garden.

- 2) Should the new owner choose not to assume such responsibility then the existing owner will be responsible for the cost of restoring the side garden to a look consistent with the "common area"

- 3) The association will obtain at least two cost quotes for any such restoration and the amount of the lowest quote will, prior to closing, be provided to the Title Company as an outstanding liability against the property.

ACTIONS REQUIRING BOARD APPROVAL

- 1) Painting or changing the exterior appearance of one's town home.
- 2) Changing the landscaping adjacent to one's lot.
- 3) Plans for enclosing any balcony, porch, or patio.
- 4) Using a designated portion of one's lot as a home business or office.
- 5) Ornamental post lights.
- 6) Installation of any air conditioning unit.
- 7) Installation of windows, window screens, and storm or screen doors.
- 8) Installation of antennas or satellite dishes on common area, or exterior building surfaces .
(e.g. roofs, stucco, landscaped areas) All installations shall be attached to wood surfaces only, and not stucco surfaces. Satellite dishes may be mounted on masts, as an alternative.
- 9) Planting of shrubs, bushes, flowers, etc. in common areas.
- 10) Any exterior improvements, modifications, or additions.

**APPROVED BY DONALA CLUB VILLAS HOMEOWNERS ASSOCIATION BOARD
OF DIRECTORS ON SEPTEMBER 3, 2009**

S/Katie Neyer

SECRETARY, DONALA CLUB VILLAS HOA BOARD OF DIRECTORS