



# Memo

**To:** Mark Larson, General Manager  
**From:** Board of Directors  
**Date:** December 14, 2020  
**Subject:** Response to Resident Comments on Proposed CPHA Rules & Regulations

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Following the October Board meeting, the Homes Association published proposed Rules and Regulations for resident comment through November 23, 2020. The proposed rules are a comprehensive revision and restatement of existing Rules and Regulations that had not been reviewed in their entirety since 2008. In all, the Board received comments from 64 residents, many of which responded to more than one rule. The proposed rules that received the most comments and the Board's response to those comments are discussed below.

**Rule 3.4 – Wildlife:** At the request of the Wildlife Committee and several commentators, the Board has adopted in the final rule the proposal by the Wildlife Committee regarding prairie dogs.

**Rule 3.17 – Holiday Decorations:** Several residents objected to the requirement to extinguish holiday lights by 11:00 pm, some suggesting 12:00 pm as an alternative. The Board has determined to keep the 11:00 pm cutoff in deference to those disturbed by holiday lighting illuminating neighboring bedrooms during sleeping hours.

**Rule 4.8 – Bicycles:** Several residents objected to the proposed prohibition of pedal bicycles on unpaved trails. The Board agreed, and the final rule will allow non-motorized pedal bicycles on all trails but will stress that pedestrians always have the right of way. Motorized pedal bicycles will be prohibited on unpaved trails.

**Rule 4.10.2 – Driveway Parking:** This rule generated the most comment by far. As originally proposed, this rule would require vehicles to be parked overnight in a garage if space exists in the garage, and garage storage would be limited to 30 days if needed to free up a parking space in the garage. In other words, long-term garage storage would be permitted if it does not result in a vehicle being parked on a driveway. The proposed rule would not prohibit driveway parking during the day, nor driveway parking if the vehicle is too big to fit in the garage, nor driveway parking if the garage is full. This rule was proposed in response to numerous complaints over the years and is designed to enhance the appearance of the Village for all residents. In response to the comments, the Board has modified the proposed rule to (1) clarify that only overnight parking is impacted, (2) extend the temporary storage limit to 60 days, (3) permit temporary visitors (up to 60 days) to park in the driveway even if space exists in the garage, and (4) permit driveway parking if the vehicle is not visible from another dwelling, a

Village roadway or other common area, or golf club property. The comments described, and the Board recognizes, that special situations may exist that would justify driveway parking or long-term storage that would otherwise violate this rule, and residents with special situations are encouraged to contact the Homes Association General Manager to apply for a waiver.

**Rule 4.10.3 – Event Parking:** This is not a new rule, and its purpose is to help residents assure that multiple vehicles parked on a Village roadway do not impede access, especially by snowplows and large emergency vehicles. Several residents requested further clarification on what constitutes an “event” and when a parking plan is required. The Board has modified the proposed rule to require a parking plan when a resident anticipates that the number of visitors arriving at the home will require parking of more than four vehicles on a Village roadway, regardless of the nature of the event. The need for a parking plan will thus depend on the number of visitors anticipated and the number of driveway and other off-road parking spaces available.

**Rule 8.3 – Animal Control:** Several residents objected to the requirement that a dog contained by electronic (or invisible) fencing must be under the direct supervision of a person capable of controlling the dog. This rule is derived from the Declaration of Covenants, which prohibits animal containment in areas visible from another dwelling, a Village roadway or other common area, or golf club property. It also responds to numerous complaints of dogs “charging” pedestrians with no visible means of restraint. In response to the comments, the Board has limited the restriction to areas visible from another dwelling, a Village roadway or other common area, or golf club property. Thus, unsupervised pets will still be allowed in other contained areas, consistent with the Declaration of Covenants.

**Enforcement:** Several residents questioned how the Homes Association would enforce certain rules, like the driveway parking rule. Would an Emergency Services patrol officer be tasked with inspecting garages to make sure that all spaces are being used? The short answer is no. Nothing in the proposed rules is intended to change how the Homes Association has historically enforced its rules. Even if it wanted to, the Homes Association has neither the time nor the personnel to actively enforce every rule. The Homes Association relies primarily on voluntary compliance by residents, and the rules are designed to inform as much as they are to establish a basis to address violations. Violations of traffic and parking rules are enforced principally by Emergency Services patrol officers. The Village compliance officer or an Emergency Services patrol officer may also report a violation of other rules if they see one, but these rules are most often enforced by responding to resident complaints. There is no plan to change this long-standing practice.

In addition to the rules addressed above, resident comments were received regarding a number of other proposed rules, and many of those comments resulted in Board-approved changes to the proposed final rules. If a resident wishes further feedback about a particular comment or rule and the Board’s response to it, he or she is encouraged to contact the Homes Association.

A copy of the proposed final Rules and Regulations is attached, as well as a copy marked to show changes proposed by the Board in response to the comments received from residents. The proposed final rules will be considered by the Board at its December 17 meeting.

Attachments

	Policy Title		
	<b>RULES AND REGULATIONS</b>		
	Adopted/Amended Date	Effective Date	Policy No.
	<u>December 17, 2020</u>	<u>January 1, 2021</u>	
Administered By			
Board of Directors			

## 1. GENERAL

- 1.1 Purpose and Application.** The purpose of these Rules is to provide a safe and pleasant environment for Village residents and visitors and to protect and enhance the unique and valuable character of the Village. Except for Section 11, these Rules apply to Owners, Village residents, Contractors, and other visitors to the Village. Section 11 applies to Contractors.
- 1.2 Definitions.** Unless otherwise defined below or elsewhere in these Rules, capitalized terms used in these Rules are as defined in the Declaration.
- 1.2.1 "Association"** means the Castle Pines Homes Association, Inc., a Colorado nonprofit corporation.
- 1.2.2 "Board"** means the Board of Directors of the Association.
- 1.2.3 "Contractor"** means a contractor, subcontractor, developer, builder, or other person or entity performing or providing construction work, landscaping work, maintenance or repair work, or other goods or services for compensation in the Village.
- 1.2.4 "Declaration"** means the Amended and Restated Castle Pines Village Declaration and Agreement Creating Covenants, Conditions, Restrictions and Easements recorded May 2, 1989, in Book 852, Page 981 of the deed records of Douglas County, Colorado, as amended from time to time.
- 1.2.5 "DRC"** means the Association's Design Review Committee established pursuant to Paragraph 25 of the Declaration.
- 1.2.6 "Emergency Services"** means the Association's Emergency Services Division established by the Board pursuant to Paragraph 5(g) of the Declaration. References to the Director of Emergency Services include his or her designee as applicable.
- 1.2.7 "Enforcement Committee"** means the Association's Enforcement Committee established by the Board pursuant to Article VIII Section 8 of the Association's Amended and Restated Bylaws.

- 1.2.8 “Enforcement Policy”** means the Enforcement Policy included in the Association’s Governance Policies adopted pursuant to C.R.S. § 38-33.3-209.5.
- 1.2.9 “General Manager”** means the General Manager retained by the Association from time to time to manage the business and affairs of the Association. References to the General ~~manager~~Manager include his or her designee as applicable.
- 1.2.10 “Golf Course”** means a golf course at the Castle Pines Golf Club or the Country Club at Castle Pines.
- 1.2.11 “Governing Documents”** means these Rules, the Declaration, the Association’s Articles of Incorporation, Amended and Restated Bylaws, Planned Unit Development Guide, Architectural Design Guide, and Builder’s Information Outline, and policies and procedures adopted by the Association from time to time, each as amended from time to time.
- 1.2.12 “NOV”** means a Notice of Violation issued by an Emergency Services officer pursuant to Section 9.4.
- 1.2.13 “Rules”** means these Rules and Regulations.
- 1.2.14 “Village”** means the real property and improvements covered by the Declaration, other than Commercial Lots, the Country Club Parcel and the Golf Course Parcel.
- 1.2.15 “Violation”** means a violation of a Governing Document.
- 1.3 Interpretation and Conflicts.** When used in these Rules, “including” means including without limitation and the singular includes the plural and *vice versa*. Section references are to sections in these Rules unless otherwise indicated. These Rules replace and supersede all prior rules and regulations adopted by the Association, including the Rules and Regulations dated April 10, 2017. These Rules operate in conjunction with the other Governing Documents. If a conflict arises between these Rules and another Governing Document that the Board has authority to amend without additional approvals, the most recently adopted Governing Document will control. If a conflict arises between these Rules and another Governing Document that the Board does not have authority to amend or has authority to amend only with additional approvals, that other Governing Document will control. If a conflict arises between these Rules and applicable law, applicable law will control.

## **2. ADMINISTRATION**

- 2.1 In General.** The Board is responsible for interpreting these Rules and an interpretation made by the Board will be final and binding on all Owners and residents absent fraud or manifest error. The Board may, at its discretion, waive the application of a particular requirement in these Rules on a particular occasion for good cause shown, but no such waiver will be deemed a waiver of that requirement on a different occasion or a waiver of any other requirement in these Rules. The

Board may also delegate any right or duty it possesses under these Rules to a committee or administrative office as the Board in its discretion may deem appropriate.

**2.2 Owner Responsibility.** An Owner is responsible to ensure that the following individuals comply with ~~these Rules:~~ the Governing Documents: (1) the Owner, (2) each person residing in the Owner's Dwelling Unit as a family member, guest, tenant, or otherwise, and (3) each guest of the Owner or a person residing in the Owner's Dwelling Unit, while in the Village in that capacity. An Owner or other person for whom the Owner is responsible who engages a Contractor is also responsible to ensure that the Contractor and its employees and agents comply with ~~these Rules (i) while at the worksite, and (ii) elsewhere in the Village~~ the Governing Documents and may be responsible for a Violation by the Contractor or its employees or agents (i) if the Owner or person for whom the Owner is responsible has actual knowledge of the Violation and fails to require the Contractor to correct it, or (ii) if notified by the Association that the Contractor has been reported to have committed a Violation and if the reported Violation thereafter continues or is repeated. An Owner is responsible for a Violation that results from the nature or condition of the Owner's ~~Lot or~~ Dwelling Unit regardless of whether the Owner resides in the Dwelling Unit.

**2.3 Limitation on Liability.** Except as otherwise stated in these Rules, neither the Association nor any person acting in good faith on behalf of the Association as a director, officer, committee member, employee (including an Emergency Services officer), agent or volunteer may be held personally liable for an act or omission on behalf of the Association absent gross negligence or willful misconduct. Neither the Association nor any Association director, officer, committee member, employee (including an Emergency Services officer), agent or volunteer will be liable for his, her or its failure or inability to prevent, detect, or cure a Violation or prevent or detect a criminal act.

### 3. GENERAL RULES

**3.1 Offensive Conditions or Activities.** No condition or activity, including noxious, offensive or intrusive noises, lighting, or odors, that may be or become an unreasonable annoyance, nuisance or danger to a Village resident, Dwelling Unit, or other property in the Village is permitted.

**3.2 Insurance Risk.** No condition or activity that poses a threat to Association property or that could increase the rate of insurance on Association property is permitted, without in each instance prior written approval by the Board.

**3.3 Littering.** No littering, dumping, dropping, or abandoning any amount or type of waste material is permitted except in approved waste receptacles. ~~No~~ In addition to other restrictions posted at an Association dumpster or other trash receptacle, no furniture, large electronics, hazardous materials or other items not commonly associated with household trash may be deposited in or at any Association dumpster or other trash receptacle without in each instance prior approval by the General Manager.

### 3.4 Wildlife.

**3.4.1** Generally. Except as permitted in this Section 3.4, hunting, trapping or otherwise interfering with or disturbing wildlife ~~is prohibited in the Village is prohibited.~~ Except for bird feeders, residents should not feed wildlife in the Village. Mice, voles, rats, insects, spiders and other similar small pests weighing less than two pounds found in a Dwelling Unit structure or causing damage to a Dwelling Unit ~~or Lot~~ may be controlled using means that, to the extent practicable, avoid injury to other wildlife. Any other wildlife generally considered to be a pest or causing natural resource damage or public endangerment should be reported to the Association for control by a responsible authority.

**3.4.2** Prairie Dogs. To the extent practicable, prairie dogs causing a nuisance or interfering with construction or development should be removed and relocated except during the birthing season (April through May). If relocation is not practicable, prairie dogs may be exterminated humanely by a licensed professional ~~in a manner that does not endanger other animals~~ who uses products that (1) are nontoxic (such as carbon dioxide and carbon monoxide), (2) eliminate secondary poisoning, and (3) eliminate impacts to nontarget species.

### 3.5 Signs.

**3.5.1** Generally. No sign is permitted in the Village except (1) those placed by or with the approval of the Association, (2) on a Lot if it is not visible from another ~~Lot, Dwelling Unit, Village~~ roadway or other Common Area, or ~~a~~ Golf Course, (3) holiday decorations permitted by Section 3.17, (4) as and to the extent permitted under the Planned Unit Development Guide and approved by the DRC, (5) as and to the extent permitted under a policy or guideline adopted by the Board, (6) as and to the extent authorized by applicable law, or (7) as and to the extent authorized in Section 3.5.2.

**3.5.2** Political Signs. One "political sign," as defined in C.R.S. § 38-33.3-106.5(1)(c), per political office or ballot issue that is contested in a pending election, each measuring no more than 36 by 48 inches, may be placed and maintained on a Lot by the Owner or person authorized by the Owner no earlier than 45 days before and no later than seven days after the date of the election. No political sign may be placed on Common Area or on ~~a~~ another Lot without authorization from the Lot Owner.

**3.5.3** Flags and Banners. The following flags and banners are permitted so long as they measure not more than 48 by 72 inches (or larger if approved by the General Manager): (1) the current flag of the United States or the State of Colorado, (2) flags or banners representing a military service branch of the United States, (3) flags or banners representing a sports team when displayed on game day, and (4) decorative flags and banners that do not convey a message (other than a welcome or other innocuous message). Any other flag or banner will be treated as a sign subject to Sections 3.5.1 and 3.5.2.

- 3.6 Outside Storage.** No furniture, fixtures, bicycles, appliances, or other similar items not in reasonably current use may be stored in a manner visible from another ~~Lot,~~Dwelling Unit, Village roadway or other Common Area, or ~~a~~ Golf Course.
- 3.7 Wells.** No well or other improvement intended to produce, or from which there may be produced, water, oil or gas, or other natural resources, may be constructed or operated in the Village except water wells and related facilities operated or approved by governmental entities under and in compliance with applicable laws.
- 3.8 Temporary Structures.** No mobile home, tent, shack, outbuilding, or other temporary structure may be located or stored in the Village in an area visible from another ~~Lot,~~Dwelling Unit, Village roadway or other Common Area, or ~~a~~ Golf Course, except as approved by the General Manager or the DRC.
- 3.9 Antennae.** No exterior antennae, including satellite or microwave receiving units, are permitted except as approved by the DRC. If and to the extent the requirement for DRC approval is prohibited by applicable law, exterior antennae, including satellite or microwave receiving units, must be located on an Owner's Lot and, to the extent practicable, in an area not visible from another ~~Lot,~~Dwelling Unit, Village roadway or other Common Area, or ~~a~~ Golf Course.
- 3.10 Automobile Repair.** No automobile or other vehicle repair or similar work may be performed on an Owner's Lot in an area visible from another ~~Lot,~~a Dwelling Unit, Village roadway or other Common Area, or ~~a~~ Golf Course, except in emergency situations and then only if the vehicle is removed from the Village or to a permitted location within the Village as soon as practicable.
- 3.11 Garage Doors.** Garage doors must remain closed except while the garage area is in use.
- 3.12 Outdoor Sales.** Garage, patio, porch, lawn or similar outdoor sales are prohibited.
- 3.13 Interference with Electronic Devices.** An activity or condition on a Lot that interferes with a television, radio, cellular telephone, computer, or other electronic device operated outside that Lot is prohibited.
- 3.14 Laundry.** No laundry or other similar items may be dried, aired or otherwise displayed outside a Dwelling Unit except on a retractable clothesline located in an area approved by the DRC and, to the extent practicable, not visible from another ~~Lot, from a~~Dwelling Unit, Village roadway or other Common Area, or ~~from a~~ Golf Course.
- 3.15 Recreational Equipment.** No swing set or other recreational equipment may be located outside a Dwelling Unit on an Owner's Lot unless the location and appearance are approved in advance by the DRC. Approved outdoor recreation equipment must be screened as much as possible so as not to be visible from ~~other Lots, roadways,~~another Dwelling Unit, Village roadway or other Common ~~Areas, and Area,~~ or Golf ~~Courses~~Course.
- 3.16 Trash and Recycling.** Other than large items that cannot easily be bagged or boxed, trash must be bagged or boxed securely to avoid spillage and a maximum of 10 bags or boxes per ~~Lot~~Dwelling

Unit is permitted for each trash pickup. Plastic or metal cans, totes, or other containers may not be used for trash collection. Only approved recycling bins or recyclable cardboard boxes may be used for recycling collection. Trash and recycling must be placed by the nearest roadway for pickup not earlier than 5:00 a.m. on the scheduled collection day except as approved by the Director of Emergency Services. When not placed for collection, trash, recycling materials and recycling bins must be secured to prevent access by animals or insects and must be stored in a garage or other area not visible from another ~~Let, from a Dwelling Unit, Village~~ roadway or other Common Area, or ~~from a Golf Course, and must be secured to prevent access by animals or insects~~except that pine needles, leaves, and other lawn debris may be bagged and stored until the next trash pickup in a visible area away from the roadway if space is not available in a non-visible area. Recycled materials containing food residue must be rinsed before being recycled.

**3.17 Holiday Decorations.** A tasteful, temporary holiday decoration or display is allowed if it is clearly incidental to and customarily and commonly associated with a national, local, or religious holiday or celebration. Holiday decorations may not emit noise or otherwise violate Section 3.1. Lighted holiday decorations must be turned off between 11:00 p.m. and sunrise. Holiday decorations may be erected no more than 45 days prior to and must be removed no more than 21 days after the related holiday. Approved holiday decorations are exempt from Village setback requirements.

**3.18 Rental of Dwelling Units.** Dwelling Units may be rented for at least six months at a time without approval by the Association. Rentals for a term of between three and six months require prior approval by the Board. Rentals for a term of less than three months are not permitted. Each rental of all or part of a Dwelling Unit must be documented by a written rental agreement between the Owner and the tenant and contain an agreement by the tenant, for the benefit of the Association, to be subject to and abide by the Governing Documents. The Owner must provide a copy of the executed rental agreement to Emergency Services within 30 days after commencement of the rental term. This Section 3.18 does not apply to an Owner who sells a Dwelling Unit and remains in possession as a tenant for up to 90 days after the sale closes.

**3.19 Outdoor Cameras.** No outdoor camera and other video recording or monitoring device, whether aerial or land-based, may be directed at or used to view or record activity at a Dwelling Unit without the Dwelling Unit Owner's permission. This Section 3.19 does not apply to doorbell security cameras.

## 4. TRAFFIC AND ACCESS

**4.1 Adoption of Colorado Motor Vehicle Law.** The Board has adopted ~~the Colorado statutes~~Colorado's Uniform Motor Vehicle Law regulating vehicles and traffic (C.R.S. §§ 42-4-1011 – 42-4-2403, as amended from time to time) for the regulation of vehicular and pedestrian traffic in the Village. If and to the extent a provision of those statutes conflicts with these Rules, these Rules will govern.

**4.2 Speeding.**

**4.2.1 Generally.** Except where otherwise posted, the maximum speed limit on a Village roadway is 25 miles per hour. Where location, visibility, weather conditions, road surface conditions, the presence of other vehicular, pedestrian or wildlife traffic on the roadway, or other circumstances dictate a lower speed, the maximum speed limit will be deemed to be reduced to a speed reasonable under the circumstances in order to maintain safe operation and control of the vehicle.

**4.2.2 Speeding Violations.** The following speeding Violations will result in the imposition of fines and the other sanctions listed below. A second or subsequent speeding Violation will be deemed to have occurred if one or more warnings or NOVs for speeding (regardless of the speed that was cited) had been issued by Emergency Services to the same individual within 18 months prior to the date of the current speeding Violation.

<b>Up to 10 miles per hour over the speed limit:</b>	
First <del>violation</del> <u>Violation</u>	Written Warning
Second <del>violation</del> <u>Violation</u>	\$50.00
Third <del>violation</del> <u>Violation</u>	\$100.00 and mandatory Enforcement Committee hearing
Fourth and subsequent <del>violations</del> <u>Violations</u>	Mandatory Enforcement Committee hearing, with the fine to be determined by the Enforcement Committee
<b>11-20 miles per hour over the speed limit:</b>	
First <del>violation</del> <u>Violation</u>	\$100.00
Second <del>violation</del> <u>Violation</u>	\$200.00
Third <del>violation</del> <u>Violation</u>	\$400.00 and mandatory Enforcement Committee hearing
Fourth and subsequent <del>violations</del> <u>Violations</u>	Mandatory Enforcement Committee hearing, with the fine to be determined by the Enforcement Committee
<b>21 miles per hour or more over the speed limit:</b>	
First and subsequent <del>violations</del> <u>Violations</u>	Mandatory Enforcement Committee hearing, with the fine to be determined by the Enforcement Committee.

**4.3 Driver’s License.** Anyone operating a motor vehicle (including a motor vehicle covered by Section 4.9) on Village roadways must carry a valid motor vehicle operator’s license for the type of vehicle being operated.

- 4.4 Vehicle License and Insurance.** No vehicle required by Colorado law to be licensed or insured may be operated in the Village unless it meets those requirements and displays a current license plate and sticker.
- 4.5 Vehicle Noise.** The use of vehicle horns or similar devices is prohibited except in emergency situations. Operation of vehicles that create excessive noise is prohibited, except as reasonably required for construction or maintenance of improvements.
- 4.6 Unsafe and Off-Road Driving.** No motor vehicle may be operated in an unsafe manner. A motor vehicle may be operated only (1) on designated roadways accepted for use and maintenance by the Association or the Castle Pines Metropolitan District, or (2) on private property with consent of the property Owner. Mowers and other landscape maintenance or construction equipment are exempt from this Section 4.6 when operated for their normal intended purpose.
- 4.7 Restrictions.** A motorcycle or motorbike may be operated in the Village solely for ingress and egress to and from the Village and not for recreational purposes. No snowmobile, trail bike, or other self-powered, off-road recreational vehicle (other than motorized pedal bicycles) may be operated in the Village except for ingress or egress to or from the Village in emergency situations.
- 4.8 Bicycles.** Pedal bicycles ~~(including motorized pedal bicycles)~~ may be operated only on established Village roadways, ~~paved~~ trails, and designated bikeways. ~~Pedal, except motorized pedal~~ bicycles may not be operated on unpaved Village trails. Pedestrians have the right of way on all Village trails and bicyclists must always yield to pedestrians.
- 4.9 Golf Carts.** A golf cart, all-terrain vehicle, or other motor vehicle not required to be licensed by Colorado law may be operated on Village roadways only if equipped with functioning (1) head lamps, (2) front and rear turn signals, (3) tail lamps, (4) stop lamps, (5) reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear, (6) an exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror, (7) parking brakes, and (8) a VIN that conforms to the requirements of 49 CFR §§ 565.1 – 565.26. This Section 4.9 does not apply to use of a golf cart at established golf cart crossings or to motorized pedal bicycles or youth scooters.
- 4.10 Motor Vehicle Parking.**
- 4.10.1 Generally.** Automobiles and other motor vehicles may not park off an established (1) paved private driveway or parking area, or (2) paved Village roadway or parking area. Parking on ~~established~~paved Village roadways and parking areas is permitted on an occasional, temporary, short term basis only in a manner that does not:
- (a) Impede the safe flow of traffic or create a traffic hazard,
  - (b) Impede the passage of emergency vehicles or snow removal equipment, or
  - (c) Cause damage to property, including grass, seeded areas, shrubbery, and other landscaping, unless permission to do so is granted by the property owner.

Motor vehicles may not under any circumstances be parked on a Village roadway or Village parking area overnight without prior permission from the General Manager or Director of Emergency Services.

**4.10.2** Driveway Parking. A vehicle may not be parked overnight on an Owner's driveway or parking area and must be parked overnight in the Owner's garage unless (1) all parking spaces in the garage are already occupied by other vehicles, or (2) the vehicle is too long, too high or too wide to fit in the garage, or (3) a garage parking space is being used for temporary storage or other uses for a period of not more than ~~30 days, or (4) permission to park in the driveway overnight~~ 60 days, or (4) the vehicle is parked on the driveway temporarily for a period of not more than 60 days, or (5) the vehicle parked on the driveway or parking area is not visible from another Dwelling Unit, Village roadway or other Common Area, or Golf Course, or (6) permission to park overnight in the Owner's driveway or parking area is granted by the General Manager or Director of Emergency Services.

**4.10.3** Event Parking. A Village resident who wishes to hold an event that is likely to require parking of ~~multiple~~ four or more vehicles on Village roadways must provide to Emergency Services a parking plan for review and approval at least 72 hours before the event and must assure compliance with the approved parking plan.

**4.10.34** Special Vehicle Parking and Storage. No recreational vehicle, camper coach, trail bike, snowmobile, camper trailer, boat, boat trailer, utility trailer, or other vehicles other than passenger vehicles or pickup or utility trucks with a capacity of one ton or less may be parked, stored, or kept in the Village outside a closed garage, except as authorized in Section 11.4 or as otherwise approved by the General Manager or Director of Emergency Services.

**4.11** Minors. An NOV issued to a person under age 18 for a traffic Violation that results in a fine will be referred to a mandatory Enforcement Committee hearing. Persons under age 18 appearing before the Enforcement Committee must be accompanied by a parent or legal guardian.

## 5. PUBLIC SAFETY AND FIRE PREVENTION

**5.1** Insurance. An Owner must secure and maintain all risk property perils insurance in standard form covering the Owner's Dwelling Unit ~~and other improvements on the Owner's Lot~~ for loss or damage in an amount not less than the full replacement value of the improvements.

**5.2** Alarm Systems. An Owner must maintain all emergency alarms and fire suppression systems in the Owner's Dwelling Unit in good working order. A Dwelling Unit's emergency alarm system must be tested with Emergency Services at least annually, and the Owner must promptly complete any necessary repairs. Owners are also encouraged to retain a licensed alarm company to regularly test the Dwelling Unit's emergency alarm and fire suppression systems.

**5.3** Fire Hazards. No condition or activity that creates or is likely to create a fire hazard or violates permanent or temporary fire prevention restrictions issued by a governmental authority is

permitted. An Owner must remove from the Owner's Lot and a sub-association must remove from its common area dead branches, brush, and other material that could reasonably be expected to create a fire hazard. If an Owner or sub-association fails to do so upon request by the Association, the Board may cause those materials to be removed at the Owner's or sub-association's expense. The Board may also cause fire hazards to be removed from Common Areas at an Owner's expense if placed on the Common Area by the Owner or by a person for whom the Owner is responsible.

**5.4 Prohibited Substances.** No coal or other fuel that emits a similar amount of smoke, erupting wood, or charcoal may be used for heating, cooking, or other purpose unless in accordance with Section 5.6 or as otherwise approved by the Board. No other hazardous, flammable or explosive substances may be stored or kept for any purpose, including construction, without advance approval from the General Manager or Director of Emergency Services and from South Metro Fire Rescue, except (1) liquid propane in low-pressure cylinders with a capacity of five gallons or less, (2) gasoline or diesel fuel in a vehicle fuel tank or in safety containers with a capacity of five gallons or less, (3) oil or other lubricants or solvents in containers with a capacity of five gallons or less, and (4) fuel tanks used for family outdoor cooking appliances.

**5.5 Fireplaces.** Indoor and outdoor fireplaces must be cleaned and serviced on a regular basis to assure safe operation. Outdoor fireplaces must also comply with Section 5.6.

**5.6 Outdoor Burning.** No fire or flame outside of an enclosed structure is permitted except in the following types of new and existing devices approved by Emergency Services:

- (a) Within properly maintained barbecues, outdoor fireplaces, fire pits, smokers, ovens, braziers, heaters or similar devices that are fueled solely by natural gas or liquid propane in containers authorized in Section 5.4; or
- (b) Within properly maintained barbecues, smokers, ovens or similar devices that are fueled by charcoal, wood, synthetic wood or other fuels not authorized in paragraph (a) above, but only if the device (1) is specifically adapted to be used to burn the type of fuel being used, (2) does not emit quantities of smoke in violation of Section 5.4, (3) is designed and used exclusively for outdoor cooking, and (4) is equipped with an effective spark arrestor if the device is capable of producing sparks.

A permitted device using a pilot light must remain covered when not in use. No fire is permitted within 10 feet of a bush, tree or other flammable material or in violation of fire restrictions imposed by a governmental authority. The General Manager or Director of Emergency Services may issue additional temporary restrictions on outdoor burning of any type as conditions warrant.

**5.7 Weapons.** Anyone who owns, possesses, or carries a firearm in the Village must comply with applicable laws and ordinances pertaining to the ownership, possession, and carrying of firearms in Douglas County. Contractors and their employees and agents may not possess or carry a firearm in the Village and may be denied access to or required to leave the Village if carrying a firearm. No person may discharge a projectile from a handgun, rifle, shotgun, air rifle, pellet gun, B-B gun, paint ball gun, slingshot, bow, or other weapon outside a closed structure on the Dwelling Unit/Lot occupied by that person.

- 5.8 **Knox Box.** Emergency Services does not maintain Dwelling Unit keys. “Knox Boxes” (boxes containing a residence entry key, located on the exterior of the Dwelling Unit and accessible by Emergency Services) are encouraged at all homes and are required at all homes that commenced construction after August 1995.
- 5.9 **Vacations or Absences.** Residents are encouraged to keep the Dwelling Unit’s emergency security alarm system armed whenever no responsible person is present at the Dwelling Unit. Emergency Services recommends that the person responsible for a Dwelling Unit notify Emergency Services and request special monitoring if the Dwelling Unit will be unoccupied for more than 24 hours.

## 6. COMMON AREAS

- 6.1 **Use of Common Areas.** Except as otherwise approved by the Board or shown on an approved master plan, (1) Common Areas may not be altered, (2) no structure may be erected on Common Areas, (3) no item may be placed or stored in or on Common Areas, and (4) no activity prohibited on a Lot or Dwelling Unit is permitted on a Common Area.
- 6.2 **Pedestrian Walkways.** No obstruction of pedestrian traffic on Village walkways and trails is permitted. Pedestrians have the right of way on all Village walkways and trails.
- 6.3 **Trail Animals.** Horses, mules, burros, and similar animals may not be kept or ridden on a Village roadway, walkway or trail.
- 6.4 **Ponds.** Swimming, wading, boating, walking on ice, or other similar activities are not allowed in or on a pondbody of water located on Common Area unless authorized in writing by the General Manager, or in or on any other pondbody of water unless authorized by the property owner. Fishing is permitted in Village Lake so long as the person fishing (1) does not pose a danger to nearby persons or pets, (2) does not enter the water, (3) uses barbless hooks, (4) promptly returns fish to the water, and (5) does not leave behind trash or debris.
- 6.5 **Recreational Activities.** Picnicking, camping and other recreational activities are prohibited in Common Areas and roadways except in recreational areas designated for that purpose or as otherwise permitted by the General Manager.
- 6.6 **Community Facilities.** The Board, or the General Manager on behalf of the Board, may from time to time adopt rules governing the use and enjoyment of pools, tennis and sports courts, the fitness center, picnic areas, and other community facilities. Once adopted and published, those rules will be considered part of these Rules as if fully set forth in these Rules.

## 7. MAINTENANCE

- 7.1 **Maintenance of Improvements.** Each Owner must maintain improvements on the Owner’s Lot, including walkways and paving, in at least as good condition as when installed, and each Owner must promptly make all necessary or appropriate repairs and replacements.

- 7.2 **Landscaping Deadline.** Not later than 90 days after a certificate of occupancy is issued for a new Dwelling Unit, the Owner or the Owner's Contractor must submit to the DRC for approval a landscaping plan as required by the Association's Architectural Guidelines and the DRC's Design Review and Construction Process, as applicable. Once a landscaping plan is approved by the DRC, the landscaping must be installed in accordance with the approved plan within 180 days after the certificate of occupancy is issued or the landscaping plan is approved by the DRC, whichever occurs later. Any extension of time must be approved in writing by the DRC.
- 7.3 **Maintenance of Lots and Landscaping Generally.** An Owner must maintain the Owner's Lot and the landscaping on the Owner's Lot in at least as good condition as when first installed. An Owner must diligently maintain, cultivate, husband, protect, and preserve all shrubs and trees on the Owner's Lot, including installation of needed erosion control measures. An Owner must also maintain vegetation and eliminate noxious weeds on unimproved portions of the Owner's Lot.
- 7.4 **Tree Damage or Removal.** No ~~tree~~ person may ~~be damaged, removed~~ damage, remove or ~~destroyed~~ destroy a tree (including scrub oak) without prior DRC approval. If an Owner believes that a tree on his or her Lot has died, is diseased or dying and cannot be saved, or is a threat to safety, the Owner may request permissions from the DRC to remove the affected tree. If the Association believes that a tree on a Lot has died, is diseased or dying and cannot be saved, or is a threat to safety, the Association may so notify the Owner and the DRC. If the DRC agrees, the DRC may authorize or order the Owner to remove the affected tree at the Owner's expense.
- 7.5 **Infestations.** An Owner must immediately remove or effectively mitigate dwarf mistletoe (*Arceuthobium*) on the Owner's Lot. The Owner must also promptly take appropriate corrective action to control destructive insects and other infestations on the Owner's Lot that may threaten other vegetation in the Village. If dwarf mistletoe or other infestations are discovered on a Lot, the Association will so notify the Owner and, if the Owner fails to do so, the Association may cause the infestation to be removed or mitigated and assess the account of the Owner for the reasonable costs incurred.
- 7.6 **Sub-Associations.** A sub-association will be responsible for complying with the Owner's obligations in this Section 7 as to common areas owned by the sub-association. A sub-association will also be responsible (concurrently with the Owner) for complying with the Owner's obligations in this Section 7 as to Lots within the sub-association if and to the extent the sub-association has assumed those obligations.
- 7.7 **Maintenance of Common Areas.** Common Areas will be maintained by the Association.

## 8. ANIMAL CONTROL

- 8.1 **Approved Pets.** Animals commonly kept as household pets, such as dogs, house cats, birds, small reptiles, fish, and small rodents, may be kept as household pets without prior approval of the Association so long as the animal (1) is not a "Vicious Dog," as defined in Douglas County Resolution R-998-100, as amended from time to time, (2) is not otherwise vicious or dangerous to the health or safety of humans or other domestic animals, including poisonous reptiles, snakes

longer than six feet, and primates, and (3) meets applicable state and local rules, regulations, and requirements, including registration and vaccination. Horses, cattle, goats, sheep, chickens, and other animals not commonly kept as household pets may not be kept in the Village without approval by the Association.

- 8.2 Number of Pets.** No more than three dogs and three cats may be kept at a Dwelling Unit, except that a litter of dogs or cats may be kept, for non-commercial purposes, for up to four months after birth.
- 8.3 Control.** An approved pet must be either (1) contained in the Dwelling Unit, (2) contained in a controlled area on the Lot where if the means of control is readily apparent (like a physical fence or structure), and has been approved by the DRC, (3) contained in a controlled area on the Lot where the means of control is not readily apparent (like an electronic fence), ~~but~~ and the controlled area is not visible from another Dwelling Unit, a Village roadway or other Common Area, or Golf Course, (4) contained in a controlled area on the Lot where the means of control is not readily apparent and the controlled area is visible from another Dwelling Unit, a Village roadway or other Common Area, or Golf Course, only if the pet is under direct supervision of a person capable of controlling the pet, or (45) controlled on a leash or similar restraint under direct control of a person capable of controlling the pet. No animal or structure associated with an animal may be kept primarily or regularly out of doors in a location that is visible from another ~~Lot,~~ Dwelling Unit, Village roadway or other Common Area, or ~~a~~ Golf Course except as may be approved in advance by the DRC or the Association. Pets may not be kept in a manner that creates a nuisance (including barking), health hazard, threat to wildlife, or threat to the safety of Village residents or their property (including other pets). Pets are not allowed in community pool areas or ~~in exercise areas~~ in the Village Lake Fitness Center, and no pet may be tethered to a stationary object in a Common Area. A domestic animal running loose in the Village and not contained as described above may be removed by Emergency Services or Douglas County Animal Control at the pet owner's expense.
- 8.4 Pet Waste.** Animal waste deposited outside an Owner's Lot by a pet belonging to the Owner or an individual for whom the Owner is responsible must be removed *immediately* and properly disposed of in an approved waste receptacle. An Owner must regularly remove and properly dispose of animal waste deposited on the Owner's Lot.
- 8.5 Dogs in Heat.** A female dog in heat must be confined or controlled as needed to avoid contact with a male dog (except for non-commercial breeding purposes) or create a nuisance by attracting other animals.
- 8.6 Additional Restrictions.** The Board may from time to time impose additional restrictions on animals kept as household pets, including requiring enhanced containment measures for specific animals.
- 8.7 Responsibility for Damage.** An animal owner is responsible for any injury, property damage, or disturbance caused by his or her animal.

## 9. EMERGENCY SERVICES

- 9.1 Director of Emergency Services.** The Board will appoint a Director of Emergency Services, who will report directly to the General Manager. The Director will prepare an annual budget for Emergency Services, which will be submitted to the General Manager for review and approval by the Board.
- 9.2 Vehicular Access.** Emergency Services officers will control and monitor vehicular access to and from the Village through established entry gates. Emergency Services officers will staff entry gates during times scheduled by the Director of Emergency Services.
- 9.3 Patrol.** Emergency Services officers will patrol the Village as directed by the Director of Emergency Services.
- 9.4 Violations.** An Emergency Services officer is authorized to stop and question in the Village any person who the officer has reason to suspect has committed a Violation. If a Violation is witnessed by the Emergency Services officer, the officer may issue an NOV directly to the violator. The NOV will (1) describe the alleged Violation, (2) provide the date, time, and place of the hearing before the Enforcement Committee, (3) if applicable, identify the amount of the presumptive fine for the alleged Violation shown in the Enforcement Policy, and (4) advise whether a presumptive fine may be paid in lieu of a hearing pursuant to the Enforcement Policy. Emergency Services will forward a copy of the NOV to the Enforcement Committee for disposition in accordance with the Enforcement Policy. If a Violation is reported to but not witnessed by an Emergency Services officer and the General Manager or the Director of Emergency Services determines that reasonable grounds exist to suspect the Violation has occurred, the General Manager or Emergency Services will refer the alleged Violation to the Enforcement Committee for disposition in accordance with the Enforcement Policy.
- 9.5 Crimes.** An Emergency Services officer is authorized to stop and question in the Village any person who the officer has reason to suspect has committed a crime in the Village. If an Emergency Services officer determines that reasonable grounds exist to suspect a crime has been committed in the Village, Emergency Services will contact the proper law enforcement authorities.
- 9.6 Special Monitoring.** Upon request, Emergency Services officers will provide special monitoring of a Dwelling Unit while no responsible person is present. Monitoring may include increased patrol surveillance, door and window checks, and grounds checks as authorized by the Director of Emergency Services.
- 9.7 No Guarantees.** Emergency Services is tasked with using reasonable efforts to protect persons and property in the Village but cannot and does not guarantee that no crime or Violation, injury, loss, damage, or destruction will occur. Special monitoring described in Section 9.6 is offered as a service to residents and Emergency Services does not guarantee that it will always occur as offered or intended or that it will be effective to prevent or detect a crime or loss or damage to a Dwelling Unit.

## 10. DESIGN REVIEW

**10.1 DRC Approval Required.** As provided in the Declaration, the DRC is responsible for review and approval of, and the property owner must obtain DRC approval for, new or modified exterior improvements throughout the Village, including grading, construction, painting, excavation, landscaping, and tree or shrub planting or removal on a Lot and for additions and changes to the exterior appearance of a ~~Lot or a structure on a Lot~~Dwelling Unit, including exterior lighting and awnings. The DRC may inspect exterior improvements to assure they are proceeding according to an approved plan. If the DRC determines that an exterior improvement is not proceeding according to an approved plan, it may require corrective action by the applicant and, if not implemented, refer the matter to the Enforcement Committee for further review and enforcement in accordance with Enforcement Policy.

### **10.2 Consideration of Applications.**

**10.2.1 New Construction.** Upon receipt of an application for approval of ~~a proposed change or improvement~~new construction, the DRC will notify the applicant of the date, place, and time that the DRC will consider the application. ~~If the change or improvement is in an area governed by a sub-association that is also required to approve the change or improvement, the DRC may defer consideration of the application until the change or improvement is approved by the sub-association.~~ At the meeting to consider the application, the DRC will afford the applicant and the applicant's representatives a reasonable opportunity to present support for the application.

**10.2.2 Modification.** ~~An application for approval of a modification to an existing structure or landscaping may be reviewed by the DRC, or the DRC may delegate the review to the DRC Administrator or to a Landscape Technician. If the application is reviewed by the DRC, the DRC will follow the process in Section 10.2.1. If the application is reviewed by the DRC Administrator or a Landscape Technician on behalf of the DRC, the reviewer will afford the applicant and the applicant's representatives a reasonable opportunity to present support for the application before rendering an adverse decision.~~

**10.2.3 Decision.** At the conclusion of the ~~presentation, the DRC~~application review, the DRC, or the DRC Administrator or a Landscape Technician on behalf of the DRC, will either (1) approve the application as presented, (2) approve the application with modifications, (3) require changes or other information and a revised submittal to the DRC before rendering a decision, or (4) reject the application as presented. ~~DRC decisions~~If the modification is in an area governed by a sub-association that is also required to approve the modification, the DRC may defer consideration of the application until the modification is approved by the sub-association. Decisions by the DRC Administrator or a Landscape Technician on behalf of the DRC may be appealed to the DRC. Decisions by the DRC will be by majority vote of the DRC members present at ~~the~~a meeting at which a quorum is present.~~An adverse decision of the DRC may be appealed to the Board pursuant to the Enforcement Policy.~~

**10.3 Gardens.** Approved gardens (other than those devoted solely to flowering plants or similar decorative foliage) must be screened so as not to be visible from another ~~Lot,~~Dwelling Unit, Village

roadway or other Common Area, or a Golf Course, unless and to the extent the DRC specifically approves an unscreened location.

- 10.4 Fences.** Property lines must be kept open. No fences or plantings simulating fencing or having the effect of closing a property line will be permitted except as approved by the DRC.
- 10.5 Awnings.** Awnings and similar screening must be approved by the DRC, must be retracted when not in active use, and must be retracted or stored out of sight from November 1 to March 31.

## 11. CONTRACTORS

- 11.1 Generally.** This Section 11 applies to Contractors and their employees and agents. Each Contractor is responsible for a ~~violation of these Rules~~Violation by its employees and agents and an Owner may be responsible for a ~~violation of these Rules~~Violation by a Contractor retained by that Owner (see Rule 2.2). Work conducted at a worksite that requires DRC approval must be performed in accordance with plans approved and conditions imposed by the DRC. Smoking by Contractor employees and agents is not permitted outside the worksite (except inside a vehicle) and is permitted at the worksite only in a manner that does not present a fire risk.
- 11.2 Work Hours.** Except for needed repairs in response to an emergency or as otherwise approved by the General Manager or Director of Emergency Services, Contractors are not permitted to work in the Village (1) before 7:00 a.m. or after 6:00 p.m., or (2) on Sundays, New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.
- 11.3 Entry to the Village.** Contractors must enter the Village through a staffed gate unless otherwise authorized by the General Manager. Family members may drive workers to and from the worksite but may not otherwise remain in the Village. Pets belonging to Contractors are not permitted in the Village. Contractor personnel must be at least 18 years of age.
- 11.4 Parking.** Parking is permitted on Village roadways during work hours in accordance with Section 4.10, but construction vehicles must be parked on the construction side of the roadway with all tires on the paved road surface and may not block other vehicular traffic. Construction vehicles may be left on a worksite outside work hours only with approval by Emergency Services and subject to any conditions imposed by Emergency Services. A parking permit from Emergency Services is required for projects that require off-site parking that will extend beyond three consecutive days.
- 11.5 Equipment and Materials Storage.** Trash containers, construction materials, landscaping materials, portable toilets, and other construction equipment and materials may be stored on the worksite in compliance with the site plan approved by the DRC. No construction equipment or materials may be stored on a roadway or elsewhere outside a worksite without prior approval by the General Manager or Director of Emergency Services.
- 11.6 Trash.** Trash, construction debris, and other waste must be either removed immediately from the worksite or contained at the worksite and placed in a covered receptacle or container, unless otherwise authorized by the General Manager or Director of Emergency Services. Receptacles

and containers must be kept closed when not in active use. The Contractor is responsible for keeping the worksite and adjacent property neat and clean and for emptying trash receptacles and containers on the worksite as needed to avoid litter, noxious odors, or unsightly appearance.

- 11.7 Utilities.** Contractors may only use utilities (including electricity and water) available on the worksite for which the Contractor or Owner is responsible. Other utilities may be used only with permission of the person responsible for paying those utilities. The Contractor must immediately report to Emergency Services and to the affected utility company damage to a utility line, pipe, or other equipment and take all necessary precautions to prevent resulting fire hazards, injury or property damage.
- 11.8 Hazardous Materials.** Hazardous materials may be brought to the worksite only as needed for the work performed and must be stored safely in appropriate containers in accordance with Section 5. Explosive materials other than fuel or as permitted in Section 5 may not be brought to the Village without prior approval from the General Manager or Director of Emergency Services and from South Metro Fire Rescue. The Contractor must immediately report a spill or discharge of a hazardous material to Emergency Services and to other authorities as required by law.
- 11.9 Noise.** Loud music and other loud noise unrelated to or not reasonably required for construction or maintenance activity is not permitted at or around the worksite.
- 11.10 Damage and Insurance.** A Contractor is responsible for damage to Common Areas, including roadways and utilities, and to private property outside the worksite caused by the Contractor or its employees or agents. If a Contractor fails to repair damage to Common Area for which it is responsible after notice from the Association, the Association may at its discretion repair the damage on behalf of the Contractor and charge the Contractor for the repair costs. Before beginning work in Common Areas or otherwise for the Association, a Contractor must provide to the Association and maintain throughout the course of its work a certificate or other evidence that (1) the Contractor maintains a policy of commercial general liability insurance in standard form with at least a combined single limit of \$1,000,000 for bodily injury and property damage and workers' compensation insurance as required by state law, (2) the Association has been named as an additional insured under the Contractor's commercial general liability insurance policy, and (3) the insurer will provide to the Association at least 30 days advance written notice of any cancellation, termination or adverse modification of the foregoing insurance.
- 11.11 Access.** A Contractor may access the worksite on an Owner's Lot from a Village roadway or from the Owner's Lot. Access from or across a Common Area is prohibited without written permission from the Association. Access from or across another Lot, sub-association common area, or a Golf Course is prohibited without written permission from the affected owner.
- 11.12 Worksite Dirt and Other Materials.** Unless otherwise approved by the DRC, dirt or other material may be stockpiled on the worksite only as permitted in a site plan approved by the DRC, and dirt brought to the worksite must be clean and free from construction debris.

**11.13 Vehicle Washing.** Concrete truck wash-out is permitted only at the location of the building pad or driveway at the worksite. Other washing of construction vehicles is prohibited.

**11.14 Erosion Control.** A Contractor must contain erosion and excess runoff on the worksite and in accordance with plans approved by the DRC and applicable law and will be responsible for runoff damage to adjoining property. A Contractor must maintain all tree protection barricades, drainage control devices, and silt fencing on the worksite in good condition.