

PINEHURST BLUFFS HOMEOWNERS ASSOCIATION  
AMENDED AND RESTATED RULES AND REGULATIONS

Effective May 1, 2018

1. Lots will be used for residential purposes, not for places of business or commercial enterprises. No business activity may be conducted on any portion of the Common Area.
2. The owner of the Lot is responsible for keeping the Lot in a neat and clean condition. Owners may keep patio furniture designed for outdoor use, a patio umbrella, grills, and flowerboxes within the fenced patio area attached to the townhome. No items, including but not limited to furniture, construction material, storage containers, vehicle parts, or trash may be placed on a Lot outside of the townhome itself and the fenced patio area or on the Common Area. **All such items will be removed and the owner will be billed for the removal of the items, possibly in addition to a fine in accordance with the Enforcement Policy.**
3. No clothes lines or dog runs will be placed or installed on a Lot or on common area, provided that an owner may install a retractable clothesline solely within the Lot, within the fenced patio area. No retractable clothesline shall be used in a location that would affect traffic visibility or would block access to another Lot or the common area. Retractable clotheslines may be used solely for drying laundry. Any items shall be removed from the retractable clothesline as soon as they are dry and the retractable clothesline shall be in its retracted position at all times it is not in use.
4. No recreational or sports equipment or other personal items may be left outside a townhome unattended.
5. No sound or vibration which is unreasonably loud or annoying shall be emitted. Owners and residents shall ensure that stereos, TVs, and appliances are turned down to a level that cannot be heard on another Lot.
6. No noxious or offensive odors, shall be permitted to emanate from any Lot and encroach upon the Common Area or other Lots including, but not limited to, second hand smoke.
7. No hazardous activity, including unsupervised barbeque fires, discharging fire arms or fireworks is permitted. Barbeques or grills will not be used on the sidewalks or streets or within 10' of any building. ANY activity in the Community that is deemed to be a violation of building code, or a violation of City, County, State or Federal Law or Regulations shall be deemed to be a violation of these Rules and be subject to enforcement accordingly.
8. Garbage and trash will be **placed in a suitable container with a lid** and placed in front of the townhomes for pickup no earlier than 7:00 p.m. the night before the scheduled collection day. Currently our collection day is Monday. The owner is responsible for arranging for the disposal of oversized or hazardous items and items other than normal household trash. **Trash containers must be removed from public sight within 24 hours after collection. Containers left in the Common Area in violation of these rules shall be removed by the Association and returned upon request for a minimum charge of \$30.**
9. Motorized vehicles, bicycles, scooters, skateboards and similar vehicles may not be stored, driven, ridden or otherwise used on landscaped or sodded areas.

10. Trees will not be used to hang on or jump from. Tree climbing is not allowed. Any tree damaged by a resident or guest will be repaired or replaced with a tree of similar value by the Association at the expense of the Unit Owner as a Site Assessment.
11. Rocks are part of the landscaping and may not be moved, thrown, shifted out of place or otherwise tampered with.
12. Owners shall ensure that all pets are restrained by at least a leash (with one end connected to the pet and the other end in the hands of a person capable of controlling the pet) when outside of the townhome. Other types of pets that cannot be leashed shall be restrained by the appropriate cage, crate or other container when outside the unit or in transit between the unit and a vehicle, etc.
13. Owners shall ensure that their pets do not enter the Common Area at any time unless they are properly leashed or restrained and under complete control of the Owner or other responsible individual.
14. No pet shall be left unattended on patios, decks, porches, balconies, Common Area or other areas outside of the townhome, whether restrained or unrestrained. No pet may be tethered, tied, leashed, or chained to any object in the Common Area at any time.
15. In addition to enforcement through the Association, the City of Colorado Springs Animal Control may be contacted to remove any animal trespassing on another Lot or running at large on the Common Area.
16. Owners shall ensure that any pet waste on the Common Area or Lot is picked up immediately.
17. Dogs and other pets shall not be permitted to bark, howl, bay, yelp or make other similar noises in a manner that is unreasonably loud or persistent. In determining whether a pet is in violation of this rule, the Board may consider the time of day, the location of the noise, the frequency of the noise, the length of time for which the noise persists, the number and location of any complainants, and other factors which may be deemed to be relevant.

Due to the size of the homes within the Community, the limited Common Area, damage to the Common Area, the regular occurrence of unleashed dogs and unattended barking dogs and a significant increase in pet related problems in general, **NO MORE THAN TWO DOGS SHALL BE ALLOWED PER LOT WITHIN THE COMMUNITY. ANY PET DAMAGE WILL BE ASSESSED TO THE UNIT OWNER AS AN INDIVIDUAL UNIT ASSESSMENT.** There shall no longer be a weight or size maximum for dogs in the Community.

**No later than May 21, 2018, all dogs in the community must be registered.**  
**The registration process will include submittal of the dogs' descriptions, up to date license and vaccination information and a photograph.**

**Each dog will be subject to a \$50 annual pet fee to offset the administrative and maintenance costs caused by dog ownership in the Community. This \$50 fee is due May 21, 2018 and will be considered late after May 31, 2018, after which time it will be subject to normal assessment late fees and interest until paid.**

**Each year thereafter, the \$50 annual fee, per dog, will be assessed to the Homeowner's account where the dog(s) reside on January 1<sup>st</sup> until such time the Association receives written confirmation of the dog(s)' removal or death. It is the Homeowners' complete responsibility to advise the Association in advance of the billing period and there will be no refunds or proration of the fee after the 1<sup>st</sup> of each New Year. All notifications must be in writing and must be acknowledged as received by the Association before they are official.**

**Any unit discovered to have a dog(s) in the unit that is not registered shall be subject to the \$50 annual fees retroactive to May 1, 2018, or January 1<sup>st</sup> of the year they took possession of the home as an Owner or tenant, along with an annual \$50 delinquency fee and a \$250 fine for non-compliance retroactive to the same date.**

18. Regardless of the type of pet or ESA or Service Animal, no pet or animal that constitutes a regular nuisance or hazard to the Community or its residents shall be allowed in the Pinehurst Bluffs Community. Any pet that exhibits aggressive behavior towards other pets or people shall be subject to removal by the Association within a 10 day time frame. The behavior described in the Paragraph 18 shall be deemed "Severe" and shall be addressed in accordance with the Association's Revised Covenant and Rule Enforcement Policy. Violations of these rules shall be subject to fines up to \$1,000 per day until such time the permanent removal of the pet is achieved. These fines will not preclude the Association from taking legal action against the Owner as well and assessing all costs and fees to the Unit Owner's account as a site assessment.
19. These pet and dog rules shall be binding upon all unit Owners, their Tenants and any other visitors, guests, agents, affiliates or any other person or entity that enters the Pinehurst Bluffs Community. All fines and fees, costs, penalties, late fees, interest, legal fees, court costs, administration costs, additional management billings, etc., shall be the responsibility of the Unit Owner. It is the responsibility of the Unit Owner to ensure any lease is subject to the terms of the Association's Governing Documents and that violations of those documents constitute a breach of the lease. Leases should also provide that tenants who violate any of the Governing Documents are subject to eviction and responsible to reimburse the Owner any costs incurred as a result of their actions, but in no way will the Association be bound to seek fees or costs from tenants.
20. Owners shall be responsible for the actions of and damages caused by their family members, tenants, and guests, including any violations of the Declaration or these Rules and Regulations. Damages shall be assessed to the Owner in accordance with Article IX, Section 7 of the Declaration. Fines may be imposed pursuant to the Association's Covenant Enforcement Policy.
21. Two parking spaces are allotted to each Lot. The residents of the Lot are required to use the two assigned spaces before using any available spaces in the overflow lot, provided that no resident shall be permitted to park more than 4 vehicles in the community, including the 2 permitted in the assigned spaces. Owners with motorcycles that are operable, properly licensed, registered and insured may park and/or store motorcycles in their reserved spaces during the winter months when riding is difficult and dangerous.

Motorcycles that are operable, properly licensed, registered and insured may be parked in a space with a car so long as the bike is parked perpendicular to the parking lines and the vehicle does not protrude from the space. Residents may not park in any spaces specifically designated as visitor parking.

22. Vehicles parked in fire lanes will be removed at owner's expense. The homeowner association is not required to give notification to owners of vehicles parked in tow away zones, such as fire lanes, prior to being towed. Owners can also be fined for fire lane violations pursuant to the Association's enforcement policies.
23. No vehicle may be parked in such a way as to block ingress or egress to the community or to other parking spaces. Such vehicles may be towed without further notice than this Rule at the vehicle owner's sole cost and expense.
24. Any vehicle not displaying current plates or valid temporary registration will be towed at the owner's expense following 72 hours' notice, delivered personally to the owner (if the vehicle owner can be reasonably ascertained), or conspicuously placed on the vehicle.
25. Any abandoned or inoperable vehicles, as defined by Article X, Section 10 of the Declaration, or stored vehicles as defined by these Rules will be towed at the owner's expense following 72 hours' notice, delivered personally to the owner (if the vehicle owner can be reasonably ascertained), or conspicuously placed on the vehicle. A stored vehicle is any vehicle that has not been driven off the property under its own power in 7 days. All vehicles, with the exception of the aforementioned motorcycles, must be driven off the property under their own power and remain off the property for at least 60 minutes in order to not be considered stored and restart the 7 day period. Moving a stored vehicle from one parking space to another without leaving the property for at least 60 minutes will still be considered stored and subject to towing.
26. No rebuilding or painting of vehicles is allowed on Pinehurst Bluffs property. No vehicle maintenance, except emergency measures necessary to start a vehicle, is permitted. Any vehicle receiving maintenance or repairs in the Common Area is subject to immediate tow without further warning than this Rule. All trip fees, drop charges, additional administrative fees, etc. shall be the responsibility of the Unit Owner and the actual tow fee will be the responsibility of the vehicle owner.
27. Owners are required to furnish a copy of lease or rental agreement on all Lots within 15 days of the effective date of the document. Off-site owners are responsible for providing the Association's management company with their updated contact information and the contact information for their tenants. If the lease or rental agreement is not on file and is requested by the Association, the Owner will be subject to daily fines for a repetitious violation beginning 2 business days after the date of the Association's request.
28. Owners and/or management agents are responsible for informing tenants of the Covenants and Rules and Regulations of the Association. Owners are responsible for fines assessed due to the actions of the tenants.
29. No changes will be made to the exteriors of the buildings or the grounds without first obtaining permission, in writing, from the Board of Directors. Pre-approved window coverings shall be neutral in color (white, tan or brown) when viewed from the outside. All other coverings must be requested and approved in writing before installation. Storm doors shall be tan/almond.
30. Window air conditioners are permitted, but must be installed in a safe and professional manner and not represent an eyesore. The Board, in its sole discretion, will determine whether or not these guidelines have been met.

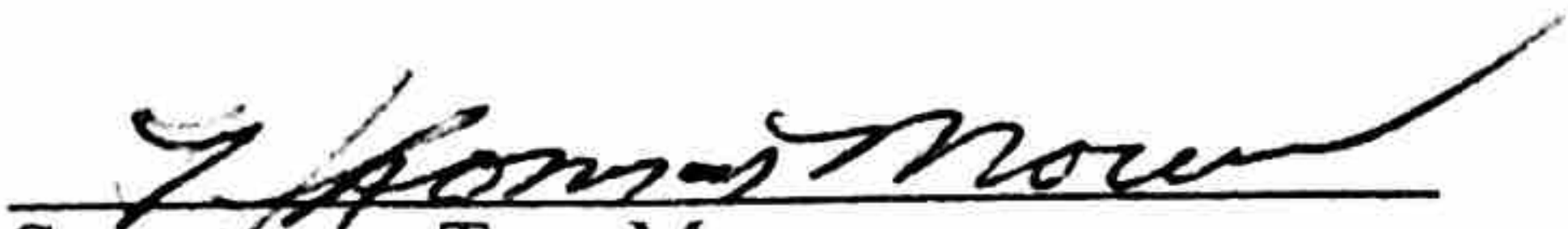


31. An owner may display political signs as follows:
- a. All political signs must be placed within the boundaries of the Lot. Signs may be displayed 45 days prior to the election and must be removed no later than 7 days following the election.
  - b. Signs may be no larger than 6 square feet in size.
  - c. Only one sign per political office or contested ballot issue is permitted.
  - d. "Political sign" is defined as a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.
32. Any fighting, screaming, shouting, excessively loud talking, whistling, raucous behavior or insobriety either inside or outside of a townhome at any time, if such conduct can be heard in the normal course of activities in any other townhomes shall be considered a nuisance and a violation.
33. Every owner is responsible for maintaining a sufficient temperature in the townhome to ensure that pipes do not freeze. If an Owner is negligent and that negligence results in an insurance loss/claim or damage to the Common Area, the Owner will be held financially responsible for any insurance deductible charged by the Association's insurance carrier and the balance of that deductible will be assessed to the Owner's unit. Each Owner shall carry adequate coverage for the contents of his or her home, the Association's deductible and any loss assessment that may be billed by the Association.
34. Enforcement of these Rules and Regulations shall be pursuant to the procedures and fine schedule set forth in the Association's Enforcement Policy effective May 1, 2018. All remedies listed under these rules, the Enforcement Policy effective May 1, 2018 and in the Covenants are cumulative at the Board's discretion.

These Rules are hereby adopted pursuant to the Association's Bylaws, Article V, Section 5, and affirmed by the unanimous written consent of the Board of Directors.



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President - Debbie Williams

  
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Secretary - Tom Mousaw

  
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Treasurer - Tanja Gill