

WINDSONG CONDOMINIUMS ASSOCIATION, INC. ***RULES AND REGULATIONS***

ADOPTED BY THE BOARD OF DIRECTORS MARCH 17, 2008

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Welcome to the Windsong Community

The quality living environment we enjoy at Windsong is enabled by the direct involvement of our residents, who have actively assumed the responsibilities that are required to maintain it. We participate in managing its finances and common grounds, writing its newsletters, maintaining architectural controls and rules, and planning social events to ensure a quality of life found in few places.

Our condominiums and the environment we have nurtured at Windsong have attracted residents with diverse and considerable talents who participate on various committees and on our Board of Directors. Together, and through our careful selection and supervision of a professional Community Association Manager, we have created and we maintain a community you can be proud to be part of, and to which you can make your contributions in areas of finance, architectural review, grounds management, social/recreation, newsletter/communications and other areas. Whether you own or rent your condominium, you can make your interests known in any of these areas by contacting our Community Association Manager, or any member of a committee or our Board of Directors.

Special obligations belong to our homeowners. If you have purchased one of our 398 condominiums, you have not only assumed your proportionate share of the ownership of common assets, but your proportionate share of the responsibilities for managing them as well.

Costs of maintaining our community are measured in more ways than money. Your dues cannot adequately substitute for contributions of your time. It is important that we each assume our share of responsibilities. Please volunteer for a working committee of your choice or accept appointment as your name may come up on our roster every few years. And when you're not active on a committee or the Board, please support those who are by completing a ballot or proxy when asked and attending our March Annual Meetings. Only your resolution to participate—to be hands-on involved in sustaining the quality of your community—can preserve that environment in which we have all invested.

You are about to read a short explanation about what Windsong is and how we operate. This will explain whom to call for what, rules, our insurance, the architectural standards and approval process, general information and answers to frequently asked questions.

*Remember, to have a good neighbor
You must first be a good neighbor!*

What Our Association Is



Windsong is an Association of individuals and a community of residents with a common interest. That common interest is to maintain the highest quality of life for all residents. The Windsong Community is not an apartment complex where we pay the rent and someone else does all the work for us.

As members of a Condominium association, we each can have the benefits of sharing common facilities otherwise difficult to own, of living in a nice condominium in a neighborhood the quality of which we mostly determine—and with some terrific neighbors.

Attending to a community like ours, with its higher density housing and shared common property, are collective responsibilities. We have an impressive talent pool for sharing management of those responsibilities.

Our Association, Windsong Condominiums Association, is a nonprofit corporation, the legal form we take that allows us to

- enter into contracts.
- own and maintain property.
- levy and collect assessments.
- become an employer.
- buy insurance.
- pay taxes.
- borrow money.
- formally agree on rules and authority.

You and Your Association

You are responsible for more than your condominium. Your investment in the common interests of Windsong Condominiums Association obligates you to an equal share of responsibility for their management.

Documents you received before purchasing your condominium informed you of those obligations.

Though many of us have tremendous demands upon our time, none of us is exempt from these responsibilities or the consequences of neglecting our collective obligations. Many of those obligations, are prescribed in our Declaration, a document we are each legally bound to follow.

The Declaration



If you own a condominium here, your purchase automatically entitled and obligated you as a member of the Association. The Declaration (Declaration of Covenants, Conditions and Restrictions) is the document that describes those entitlements and obligations. You received a copy of it before purchasing your condominium.

If you are renting your condominium from a homeowner, you are bound by many of the Declaration terms and rules, some of which are summarized in this booklet; violation of those terms or rules may be a default under your lease so you should familiarize yourself with the rules and regulations of our community.

The Declaration makes us possible. Every homeowners association has one. It is a comprehensive description of the Association's rights and owners' rights, of administration, membership, property and voting rights, maintenance and assessments, duties and powers, use restrictions, architectural controls, protection, and other provisions.

Ultimately, almost every Association activity is governed by or affected by the Declaration. By reading them you may gain insights into why a committee or the Board acts in a particular way or why we have regulations and obligations of enforcement. If you are an owner it also will help to prepare you for taking your turn on the Board or on a committee.

Your Condominium

Your condominium is your most obvious asset at Windsong. It is principally what motivated you to purchase here.

Because of our common design elements and proximity of our condominiums to one another, additions and improvements made by one neighbor can affect the property values of the rest of us. To this extent, common interests do affect what you can do with the exterior of your condominium. Protections are afforded us by our Declaration as architectural controls. Any change you wish to make outside that will be visible from any other place in our neighborhood, whether from the street, sidewalk, open areas, or from your neighbor's window, must be approved by the Board.

Definitions

As used in these Rules and Regulations, unless the context otherwise requires the terms hereinafter set forth shall have the following meanings:

- "Board of Directors", or "Board" means the governing body of the Association;
- "Common Areas" shall mean the Windsong Community, except the portions thereof which

constitute Units, and includes all facilities, improvements, and fixtures contained or maintained in the Windsong Community;

- “Declaration of Covenants, Conditions and Restrictions” shall be referred to as “Declaration” and shall mean the Windsong Community Declaration, as it may be amended from time to time;
- “Limited Common Areas” means those common areas which are reserved for the use of certain Owners to the exclusion of the others, including but not limited to certain patios, decks, yard or lawn areas located beside a Unit and garages and Owner-designated parking spaces;
- “Managing Agent” means the person or entity employed by the Board to perform the management and operational functions of the Windsong Community;
- “Owner” refers to any record owner of a fee simple title interest in any Unit;
- “Resident” means the Owner or legal occupant (such as one occupying a Unit under a legally enforceable lease) of a Unit;
- “Unit” shall mean and refer to a condominium unit in the Windsong Community;
- “Visitor” means the licensed, business or social invitee of a Resident of the Windsong Community;
- “Windsong Community” means all of the property, units, buildings and improvements thereon which are subject to the Articles, Bylaws, Declaration and Rules and Regulations of the Association;
- “Windsong Condominiums Association, Inc.” or “Association” shall mean the governing body of the Windsong Community, the members of which shall be all of the Owners.

Common Area

If you are an owner, when you purchased your condominium you also purchased a proportionate, undivided interest in the other common areas as well, that is, sidewalks, buildings, two pools, two tennis courts, two hot tubs, two East or West Clubhouses, exterior lighting, trees and landscaping and other physical assets. Part of the dues you pay each month goes toward the maintenance and replacement reserve funds for these assets.

Some of the common areas are termed limited common areas, that is, they are reserved for your exclusive use. These include your private patio, private deck, and designated garage/parking space. Others are restricted from using them.

Common areas, even limited common areas designated for your exclusive use, are protected by the CC&R’s from uncontrolled changes.

Board of Directors



The management of Windsong includes management of our physical assets, money and other resources, contracts and liabilities. Your Board of Directors, made up of unpaid volunteers, directs our affairs. They meet frequently to review and make decisions about our finances, common area maintenance, legal issues, committee proposals, and countless issues affecting us. They supervise a professional Community Association Manager engaged by the Association to manage our day-to-day affairs.

Our Board of Directors welcomes those who attend its regular meetings and is receptive to ideas and requests. They value your input. Generally, Board members are elected after having gained experience and knowledge about our Association by having served on one or more committees. Committees are an excellent way to learn how we operate.

Each March at our Annual Meeting, we elect Directors for three-year terms. If you are an owner, you help decide who our Board members will be. If you have never been a member of a homeowners association, an important note: Our Board elections can affect you much more directly and significantly than most other Association or club elections you have participated in. Our Board is our business management body managing a budget of hundreds of thousands of dollars, your interest in hundreds of thousands of dollars of Association assets, dealing with serious legal issues and making decisions affecting the value of tens of millions of dollars' worth of real estate. Our Board of Directors is not a social club. Please, elect it seriously and serve on it conscientiously.

Committees

These groups are the means by which you can involve yourself and make things happen at Windsong.

Some committees are permanent (standing) such as the Architectural Control Committee (ACC). Others are more transient (ad hoc). For example, the Paint Committee is appointed and becomes active prior to painting. The Rules Committee is appointed as we decide new or amended rules are required, to help resolve disputes or complaints, or to perform other activities consistent with its charter.

Still other committees are possible. A nice thing about living here is we really do run ourselves. You are part of us. If you have an idea for a new committee, club or group, you can start it—or you can join others in existing committees. Either way, you can affect how Windsong operates.

Association Meetings

Association meetings are open to all Residents of the Windsong Community and are held on the fourth Monday of January, March, May, July, September and November at 6:00 p.m. in the East clubhouse (There is an open forum for homeowners at every meeting.), unless otherwise notified by posted notices at each of the North and South mailboxes or by mail. Additional Executive Session meetings may be held to discuss legal matters, contracts, personnel and collections.

Authority for Rules Enforcement

Pursuant to Article V, Section 5.04 of the Bylaws of the Windsong Condominiums Association, Inc. and Article 14 of the Declaration of Covenants, Conditions and Restrictions of the Windsong Condominiums Association, Inc., the Board of Directors hereby establishes the herein Rules and Regulations to govern the use of the Condominium units, Common Areas, Limited Common Areas, and the facilities thereon, and the personal conduct of Owners, Residents and Visitors.

These Rules and Regulations are established for the mutual benefit of all Residents of the Windsong Community. The Board or its authorized representative shall have the right, power and authority to enforce the provisions in a manner consistent with the purpose for which they are intended.

All rules herein are subject to enforcement up to and including fines or legal action in accordance with the Association's Covenant Enforcement Policy. This Policy is attached to these Rules & Regulations as Attachment I.

General Rules and Regulations

These Rules and Regulations, the Declaration, the Articles of Incorporation and the Bylaws relating to the Windsong Community shall be enforced by the Board, unless specifically stated otherwise, and fines for infractions may be levied in accordance with the provisions set forth in the Association's Covenant Enforcement Policy. The Board reserves the right to make additional rules and regulations as may be required from time to time without consent of the Owners or the Association. These individual rules and regulations shall be binding as all others previously adopted.

- A. Parents are responsible for infractions committed by their children; and Owners are responsible for infractions committed by their tenants, licensees, invitees and visitors. To prevent serious injury or damage to property, no one is allowed to climb trees, throw rocks, or play on retaining walls, roofs of buildings, in garages, pool enclosure iron railings or fences around the trash dumpsters. Bicycles, tricycles, big wheels, skateboards, in-line skates, etc., may not be ridden or used on the grass, nor may skateboard ramps be used.
- B. No one subject to these Rules and Regulations shall make or permit loud noises, i.e. barking dogs or playing of musical instruments, radios, stereos, televisions, etc., in such a manner as to disturb other Residents of the Windsong Community at any time.
- C. No advertisements, signs, notices or other lettering shall be exhibited, displayed, inscribed, painted or affixed within the Windsong Community, except as otherwise expressly stated in these Rules and Regulations, without written permission from the Board. With the following exceptions:
 - 1. A "NO SOLICITORS" SIGN, professionally printed, may be placed on an exterior unit door or window facing outward. Security company signs may be displayed in a window not to exceed 4" x 4".
 - 2. The fire department's "Tot-Finders" sign and the police department's "Neighborhood Watch" sign may be placed as appropriate in a window or on an exterior door of the Unit.
 - 3. Two professionally printed "FOR SALE", "FOR RENT" or realtor sign is permitted; one in the front and one in the rear of the unit. Signs will be no longer than 24 inches by 24 inches. The "FOR SALE" and "FOR RENT" signs must be placed inside an upstairs window.
 - 4. To protect your pets in case of fire, a pet rescue sign may be placed in the front window and/or rear patio glass door.
 - 5. Political signs may be displayed in a unit window no sooner than forty-five- (45) days prior to an election and must be removed no later than seven (7) days after the election has been held. Only one political sign per political office or ballot issue that is contested in the pending election shall be allowed. Political signs may not be larger than 36" x 48" and may not be located in the common elements.

- D. The display of an American flag no larger than 30" x 48" on a unit owner's property, in a window of a unit, or on a balcony adjoining the unit shall be permitted if the flag is displayed in a manner consistent with the federal flag code. The display of a service flag no larger than 9" x 16" bearing a star denoting the service of the owner or occupant of the unit or a member of the owner's or occupant's immediate family, in the active or reserve military service of the United States during a time of war or armed conflict, shall be permitted on the inside of a window or door of the unit. Permitted flags that are not displayed in a window or on a door of a unit shall be flown on flagpoles or flag holders that have been approved by the Board *prior* to installation.
- E. Garments, rugs, clothing, or other household items may not be hung or exposed from windows, fences or facades of the buildings. No clotheslines or racks of any type shall be placed outside any property in the Windsong Community.
- F. Window Air Conditioners are not allowed.
- G. Repairs inside a Unit are the responsibility of the Unit Owner and not that of the Association.
- H. Owners are deemed to own and shall have the right and obligation to maintain, repair and replace the Unit's doors and windows, including patio, yard, or deck enclosure. No Owner shall make any changes or alterations of any type or kind to the exterior surfaces of his /her Unit nor to any Common Areas (including but not limited to the exterior portions of his/her Unit) without approval.

No unsightliness or waste shall be permitted on or in any part of the Windsong Community. Without limiting the generality of the foregoing, no Owner shall keep or store anything (except in designated storage areas) on or in any part of the Common areas; nor shall any Owner hang, erect, affix, or place anything upon any of the Units, which would or might create an unsightly appearance.

- Exterior areas must be kept free of all trash, toys, buggies/strollers, furniture and cleaning materials such as brooms, mops and buckets.
 - No items are to be kept on the front entry to the Unit except plants in good condition and patio furniture that will fit safely in the space.
 - Back patios shall be kept neat and clean. Woodpiles are permitted if neatly stacked and off the ground, which helps to prevent rodents. Any item that presents an unsightly appearance or is a safety issue, will result in a violation and request for removal. The appropriateness of an item kept on a patio shall be determined solely by the Board.
 - No littering, including cigarette butts.
- I. Bicycles/Tricycles which fit on the back patio, must be placed/parked in an upright position, fit on the cement slab or deck, and be well out of the way of doorway for ease of exit and entry. No leaning against trees or shrubs.

- J. If a grill is permanently affixed to a patio's surface, it shall be deemed a fixture and its removal shall be subject to the appropriate repair of the underlying patio cement by the removing Owner.
- K. No fireworks or firearms may be fired or discharged within the Windsong Community.
- L. Improper, offensive or unlawful acts should be reported to the appropriate governmental authorities and may be deemed an infraction of these Rules and Regulations.
- M. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept on the property except those required for normal household use.
- N. Sex Offenders/Sexually Violent Predators. Individuals defined by any state or federal law as a "sexual offender" a "sexually violent predator" or their equivalent, pursuant to Colorado Revised Statutes §16-22-102(9), §18-3-414.5, or 18-1.3-108 or their equivalent, shall be prohibited from residing in, temporarily or permanently, any unit within the Association's community.
- O. The Cunningham Fire Protection District is operating under the International Fire Code (IFC). The IFC includes a regulation that prohibits the use and operation of open flame cooking devices on combustible balconies, or within ten feet of combustible construction of a building (2006 IFC Section 308.3.1).

Use and Occupancy of Units

Bylaws, Article V, Section 5.04; Declaration, Articles 13, 17 and 28.9

- A. Each Owner is entitled to the exclusive ownership and possession of his/her Unit. Each Unit shall be used for residential purposes only, and no Unit shall be occupied for living or sleeping purposes by more persons than it was designed to accommodate safely. No Unit shall be used at any time for any business that created a nuisance of noise, traffic, customers, employees or any commercial activity that would jeopardize the health, safety and welfare of the community, nor any business or activity which would be deemed illegal or out of character for the community.
 - 1. The Owner thereof may lease or rent such Unit for private residential or living purposes (subject to Section 10B hereafter);
 - 2. The Association may purchase, own or lease any Unit for a manager's residence or office, or buildings superintendent, engineer, or maintenance personnel facility.
- B. The Owner of a Unit may lease said Unit under the following conditions:
 - 1. All leases shall be in writing;
 - 2. All leases shall be made subject to the terms, provisions and covenants contained in the Declaration, by Bylaws, the Articles of Incorporation, and any Rules and Regulations adopted by the Board, regardless of whether same is expressly stated

in the lease. Any failure by a leasee to comply with the terms of his/her lease shall be a default under the lease;

3. Any Owner who leases his/her Unit shall, within ten (10) days after the execution of such lease, forward a copy of same to the Board or Managing Agent;
4. Except as provided in Article 28.9.4 of the Declaration, no Owner may lease a Unit for a period of less than three (3) months;
5. Leasing of a Unit for business purposes is not permitted;
6. Owners are responsible for the actions of their tenants, guests, contractors/vendors, and all fines will be assessed against the Unit Owner;
7. Owner is responsible for the distribution of the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations to his/her tenant.

Architectural Review Process

The value of a condominium can be affected by the appearance of other condominiums nearby. Therefore, to protect our homeowners, lenders, and the City, our Declaration (Declaration of Covenants, Conditions and Restrictions) provides for a system of review and approval for exterior changes homeowners wish to make to their properties.

The importance of abiding by the Review Process goes beyond our agreement to be legally bound by it when we purchased our condominiums. It can work only if we apply it fairly and uniformly when evaluating applications by our neighbors while serving as members of the Architectural Control Committee, and operating within the review process as applicants. The purpose of the system is not to impose unnecessary controls and restrictions, but rather to protect the value of one of the most important investments each of us will ever make—our condominiums.

In order to ensure fairness:

- The Board is responsible for reviewing and approving Architectural requests. The Board may appoint an Architectural Control Committee (ACC) to review all requests and provide recommendations to the Board of Directors. All decisions of the Board are final. Any time this document refers to the ACC, and there is no active committee, it refers to the Board of Directors acting as the ACC.
- Standards are created within a public process. They are introduced, discussed, and voted upon at open Architectural Control Committee and Board meetings.
- The community strives for a sound basis for our standards—to be realistic, objective and defensible. Typically, standards are developed with input from the developer, standards from other homeowners associations, and residents knowledgeable about City requirements.
- Standards can be changed with good cause by the Board of Directors.

- Some architectural restrictions imposed by our Declaration can be changed by passing an amendment by vote of membership.
- A decision by the Board or a recommendation by the Architectural Control Committee may be appealed to the Board in writing within 15 days following notice of approval or disapproval of request.
- Should an applicant feel that special circumstances exist that provide a compelling reason why a standard should not apply in a specific case, or if a standard does not exist, the applicant may request a variance be granted by the Board.

Design Standards

Bylaws, Article V, Sections 5.04(a), (d), (s), and (t); Declaration, Articles 11, 14, 16, 17, 19.8, 28.4 and 28.6

- A. **Certain Work Prohibited-** No Owner shall undertake any work in his Unit which would jeopardize the soundness or safety of the Project, reduce the value thereof or impair an easement or hereditament thereon or thereto. Structural alterations shall not be made by an Owner to the exterior portions of his Unit or to the Buildings) or in the water, gas or steam pipes, electric conduits, plumbing or other fixtures connected therewith, nor shall an Owner remove any additions, improvements or fixtures from the Buildings) without the prior written approval of the Board (which approval may be withheld for any reason whatsoever) first having been obtained.
- B. **Architectural Review-** To ensure consistency, to the best degree possible, prior to installation or replacement, no exterior addition or change or alteration shall be made until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography. Any such item so installed without a written approval shall be deemed to be in violation of these Rules and Regulations.

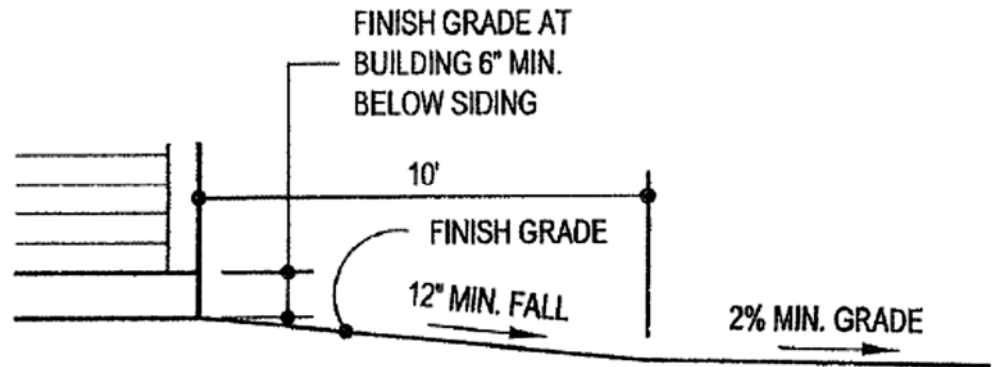
For clarity, pictures are required. For a new installation a photo of a similar installation within the Windsong community along with details of specific differences may suffice.

Any architectural conflict to the following rules which were in place prior to this August, 2016 update will be honored until time of replacement. The exception to this is an unsightliness violation, requiring removal, replacement or repair.

Future installations or replacements, which violate these rules will result in immediate demand for removal and applicable repairs, at Owner cost.

1. Installation, changes, replacement or removal of decks require approval.
The following conditions must be satisfied before a deck can be built:
 - a. The existing patio slab must be sound, and fully supported by compacted earth and structural extensions of the building. Any voids, caving or subsidence must be remedied before deck construction begins.
 - b. Grading must meet the conditions shown in the drawing below, with:

- i. Grade (top of earth, gravel or other finished surface) at building at least 6 inches below the siding or brick.
- ii. At least 12 inches of fall away from the building in the first 10 feet of horizontal distance. Any subsidence or low spots must be corrected.
- iii. Beyond 10 feet, the grade of landscaping must be at least 2 feet for fall for each 100 feet of distance, making a continuous drainage path to the nearest paved area.



- c. Extend any downspouts adjacent to the deck to the deck edge farthest from the building, discharging onto a concrete splash block at least 3 feet long extending away from the building. Downspout extensions will ordinarily be of the same material as the vertical downspout, tightly joined and painted to match, and must slope down at least 6 inches away from the building.
- d. Decks may not be built until after any apparent structural defects to the building are repaired.

Once the drainage, grading, and structural conditions are satisfied, the following criteria pertain to the deck itself:

- a. The design, extent, and finish of the deck will be compatible with other decks for units within the building and with decks on adjacent buildings.
 - i. Storage doors may not be altered.
 - ii. Spigots (hose bibs) may not be covered or concealed.
- b. Submit preliminary design sketch to the Architectural Control Committee showing the following information:
 - i. Plan showing dimensions of deck.
 - ii. Structural means of support for the deck.
 - iii. Materials for the deck and color chips for finishes to be used.
 - iv. Details of railings, steps, and other accessories.
 - v. Plans to remove or alter existing irrigation sprinklers or landscape material (ground covers, shrubs, trees, etc.).
- c. Upon approval by the Architectural Control Committee, obtain a building permit from Arapahoe County and comply with all conditions of the permit. Upon completion, submit evidence of successful final inspection to the Architectural Control Committee.

The Architectural Control Committee will observe the finished deck to verify

compliance with the approved submittals.

2. No Owner or Resident shall enclose, change or add by means of screening or otherwise, any yard, deck or patio which is accessible from, associated with and which adjoins a Unit, without having first obtained the prior written approval Board (which approval may be withheld for any reason whatsoever) for such enclosure and with respect to the materials, plans, and specifications for such enclosure.
3. Screen/storm/security doors on front door and rear patio shall be black in color and will be reviewed for style. Dingy/battered or broken doors will be treated as an unsightliness violation requiring Owner repair or removal/replacement.
4. Patio Security doors shall be black in color and will be reviewed for style.
5. Patio doors shall be a 2-panel sliding configuration, and white in color. Grilles (grid pattern) are not allowed in future installations.
6. Front Doors shall be 6-panel, painted the established Windsong front door color, in steel or fiberglass material, and may not contain glass or lights.
7. Garage doors shall be raised-panel type, painted the established Windsong garage door color and may not contain glass or lights.
8. Window Replacement. All replacement windows shall be white. Grilles (grid pattern) are not allowed for future replacements. Materials such as vinyl, fiberglass and aluminum clad would be acceptable, as long as exterior material is non-wood and maintenance-free.

Windows shall be replaced with the same design as originally installed. For example, a slider may not be replaced with a single or double-hung or vice versa. A swing out or double hung window may be appropriate if unable to do a slider. If a homeowner had previously installed an incorrect window, future replacement shall go back to the approved design.

9. Window screen replacement type will be reviewed to ensure screens comply with current installations. No darkened UV screens.
10. Retractable Awnings, used on the rear of units require approval as to color, style, fabric, size, installation, and mounting location prior to installation. Actual placement depends on building design.

Both solid as well as striped awning fabric designs will be considered, consistent with current installations. Solid colors to be of a light neutral color such as cream, beige, tan. Striped designs should combine the lighter color with earth tones such as browns, greens, and tans. Actual placement depends on building design.

11. Sun block blinds (i.e., roller/solar screen shades) which are essentially unnoticeable

when in a retracted position may be suspended from patio ceilings, the fascia of the soffit or directly above the patio door on the top trim board, as long as it is properly placed based on building design. Such blinds should be in a retracted position except during those hours of the day when strong sunshine would otherwise project into the Unit. Proposal shall be reviewed for approval of color, style, fabric, installation location and mounting location prior to installation.

12. Exterior Front Door lighting fixture replacement shall be black in color, square in shape and similar in size to the original fixtures.
13. Air conditioner initial installation shall be approved as to size and be placed on the back patio side of the Unit. If there is an enclosed patio, placement shall be inside. Installation next to a deck may be approved as long as there is space on that Owners back wall and doesn't impact the landscaping. Other situations would require a case by case review. Any change in size or location of an existing air conditioning unit also requires approval.
14. Installation of a solid paving stone base outside a deck or cement slab will be considered for approval as long as they are installed in accordance with professional standards, including a correct base, and enhance the area. Owner would also be responsible for the cost of moving any impacted sprinkler lines as well as ensuring there is no conflict with utility lines.

Individual paving stones are allowed as a base for planters as well as to provide a stable base when exiting through a rock bed at the rear of a patio area. No other storage allowed.

15. Satellite dishes may be installed without approval as long as the installation conforms to the guidelines below. If a variation is required for any reason, a request must be submitted to the Architectural Control Committee.
 - a. Satellite dishes must be installed solely on the owner's individually owned property or exclusive-use area; and shall not encroach on the airspace of another owner's Unit or limited common element or general common element.
 - b. Satellite dishes must be installed on the back patio side of the building, no higher than the overhang. If an acceptable quality signal cannot be received by installing lower than the overhang, a higher installation will be considered.
 - c. No Satellite Dish may be installed on the roof shingles due to possible damage and roof leakage.
 - d. All installations shall be completed so they do not materially damage the common elements, limited common elements or individual Units, or void any warranties of the Association or of other owners, or in any way impair the integrity of the building.

- e. There shall be no penetrations of exterior, exclusive-use areas of the building unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of satellite dish installation.
 - f. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of satellite dish installation, maintenance or use:
 - Devices that permit the transmission of telecommunications signal through a glass pane without cutting or drilling a hole through the glass pane;
 - Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall or;
 - Existing wiring for transmitting telecommunications signals and cable services signals.
 - g. If penetration of the exterior exclusive-use area is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the building and residences from moisture.
 - h. Cables must be hidden from view where possible. They may not be placed in the gutters.
 - i. Multiple dishes may be allowed if required by the service provider.
 - j. Satellite dishes that are no longer in use or are inoperable must be removed by owner.
16. Radon mitigation systems must be installed in the least visible way possible. If it is possible for the venting to be run through the garage and out the roof, this is the preferred style of installation. Otherwise the venting should be installed on the back of the unit and all piping painted to match the building.
17. Plants may be suspended from exterior of ceilings of patios and entrance ways; provided, however, that the plant is maintained in an attractive condition and does not interfere with access to and from a Unit nor upon the walkway.
18. Any proposed architectural changes not addressed above which will be visible from any other place whether from the street, sidewalk, open areas or from a neighbors window, is subject to approval.

Negligence

Bylaws, Article V, Sections 5.04(a), (c), (d) and (s); Declaration, Articles 14, 17 and 24

- A. In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his or her family or tenant or Visitor(s), the cost of such maintenance or repairs shall be assessed to the Owner's account and become due and payable upon receipt of said invoice. In the event the Board of Directors files a claim with the Association's insurance as a result of damages caused by an Owner, Owner's Guests and/or Tenants, the owner shall be responsible for paying the Association's master insurance deductible and such cost shall be assessed to the Owner's account. Such charges are subject to the Association's Collection Policy.
- B. The use of the roof areas as a recreational area, for non-emergency access to a Unit, or for sunbathing shall not be permitted.
- C. Bouncing any object against any building, including garages, and fencing is prohibited.
- D. For safety reasons, residents are not allowed to play on drive through streets, in or near garages, around vehicles or dumpsters.

Nuisances

Declaration, Article 28.3

- A. No noxious or offensive activity shall be carried on upon any part of the Windsong Community, which is, or may become an annoyance or nuisance or cause embarrassment, disturbance, or annoyance to others. No activity shall be conducted on any part of the Windsong Community and no improvements shall be made or constructed thereon which are or might be unsafe or hazardous to any person or property.
- B. No odor shall be emitted on any part of the Windsong Community of which is noxious or offensive to others.

Trash and Trash Receptacles

Bylaws, Article V, Section 5.04; Declaration, Article 14

- A. Receptacles placed on Common Areas such as those in the pools and clubhouse areas shall not be used for disposal of household refuse.
- B. Trash must be kept inside the Unit or garage until it is placed in a trash receptacle for disposal.
- C. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any part of the Windsong Community and no odors shall be permitted to arise there from so as to render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property in the vicinity thereof or to its occupants.
- D. All refuse must be put INTO the dumpsters. No large items, to include remodeling debris, mattresses, furniture or appliances, are to be put in or placed at the dumpsters or enclosures. Residents are responsible for removal of these items at their own expense. The following may result in additional charges to the Association:

1. Trash left outside of the dumpster, either bagged or loose.
2. Large items such as furniture or construction materials
3. State law prohibits the disposing of electronic items in general trash.

In the event a resident leaves these items at the dumpster, they will be billed the additional removal fees paid by the Association. These charges will be assessed to the unit owner's account and will be subject to the Association's collection policy. This is in addition to fees or penalties assessed in accordance with the Association's Covenant Enforcement Policy.

Clubhouse and Facilities

Bylaws, Article 5, Section 5.04 (s); Declaration, Article 32

- A. An Owner in good standing is one whose rights have not been suspended for (1) non-payment of monies owed the Association including, but not limited to, Association dues and fines and other charges assessed by the Association, or (2) infractions of these Rules and Regulations. The clubhouse and facilities are for the use of Owners. Residents in leased Units may rent the clubhouse facilities with the written approval of the Unit Owner. The Unit Owner and the tenant must first sign the Clubhouse Agreement prior to using the facility along with the required deposits and fees.
 1. An Owner delegates his or her right of enjoyment of the Facilities to his tenant resident in the Unit, after which time such Owner may use the facilities only as a Visitor of a Resident in good standing.
 2. A Resident in good Standing, 21 years or older, may extend guest privileges to a maximum of four (4) visitors per Unit for any one day and shall accompany such Visitor(s) at all times.
- B. **Pool and Jacuzzi general rules:**
 1. Pool hours will be posted at the pool and subject to change by the Board of Directors.
 2. A lifeguard is NOT on duty. All persons swim at their risk.
 3. Pool area has full-time, unmanned video surveillance.
 4. Swimmers are responsible for their own safety and the safety of their children. The Association of Pool and Spa Professionals makes the following recommendations:
 - a. THERE IS NO SUBSTITUTE FOR ADULT SUPERVISION. NEVER LEAVE CHILDREN ALONE WHILE THEY ARE SWIMMING.
 - b. No young child should be allowed in a hot tub until they can stand on the bottom and have their head remain completely out of the water. Children who are big

enough to be in a hot tub should not use it for more than five minutes at a time

5. Only swim wear allowed in the pools – no cutoffs, etc. Children not toilet trained and incontinent adults must use waterproof pants at all time while in the pool area and in the swimming pool.
6. Pool gates must be kept locked at all times. DO NOT prop open pool gates.
7. No running, jumping, pushing, spitting, undue splashing, yelling, obscene language or rough play is permitted in the pool area.
8. Persons using audio equipment, e.g. radios are required to wear headphones. No sound will broadcast except through headphones.
9. No skateboards, bicycles or the like are permitted in the pool areas.
10. No smoking is allowed in the pool area at any time.
11. No drinking of alcoholic beverages is allowed in the pool area.
12. No glass containers are permitted in the pool areas.
13. No pets allowed in the pool or pool areas.
14. The Association is not liable for items left in the pool, Jacuzzi or clubhouse areas.

C. **Clubhouse facilities rules:**

1. Clubhouse facilities are not available for rental on certain major holidays. These include New Year's Eve day and New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day.
2. Reservations are made on a first come-first serve basis by Residents in good standing. Contact the Managing Agent, in advance, to determine availability and make a reservation.
3. A rental agreement must be signed by the Owner in good standing desiring to use a clubhouse. Said reservation agreement must be accompanied by a deposit in an amount as set by the Board. DEPOSITS MUST BE IN THE FORM OF A CHECK PAYABLE TO WINDSONG CONDOMINIUMS ASSOCIATION Deposits are intended to ensure compliance with said rental agreement. In the event of rules violations or damages to the clubhouse or furnishings, part or all of the may be forfeited at the Board's discretion. In addition, a non- refundable use fee, payable when the rental agreement is signed and delivered, in an amount as set by the Board, will be charged for each use of the clubhouse.
4. No function shall be permitted to extend beyond 12:00 p.m. midnight, Fridays and

Saturdays and 10:00 p.m. Sunday – Thursday. No Residents or Visitors shall be permitted outdoors in the pool and Jacuzzi.

5. No illegal activities, excessive drinking, use of unlawful beverages by minors, possession of drugs or other controlled substances, no smoking, abusive language, loud behavior, or loitering outside the front entrance of the clubhouses shall be permitted. Illegal acts shall be referred to the Arapahoe County Sheriff's Department in addition to subjecting the offending Owner to the Fine Schedule and possible loss of privileges. Windows may NOT be covered at any time while the clubhouse is in use.
6. The Association shall not be responsible for articles or packages left on or delivered to the clubhouse premises.
7. Clubhouse equipment and property shall not be removed from the premises. All furniture is to be returned to its original positions.
8. Guests will park in areas designated as "OPEN" parking only, or on Florida Street or Arkansas Street off the property. The renter of the clubhouse is responsible for informing their guests of the parking rules and ensuring they are followed.
9. Residents are responsible for the behavior of their Visitor(s). Use of the facilities shall be at the user's risk. The Association shall bear no responsibility for accidents or loss of any kind. OWNER OR RESIDENT ON LEASE AGREEMENT MUST BE PRESENT AT ALL TIMES DURING THE EVENT THEY HAVE LEASED THE CLUBHOUSE FOR.

D. Tennis court rules:

1. Use of the tennis courts shall be in accordance with the rules posted thereon.
2. Pets, roller-skating, skateboards, and bicycles are prohibited from the tennis courts, as well as any other activity inappropriate therein.

Pets

Bylaws, Article V, Sections 5.04 (a), (c), (d), and (s); Declaration, Articles 28.3, 28.5, and 28.8

- A. The following breeds of dogs, or those dogs exhibiting any one or more of the distinguishing characteristics which conform to the standards established by the American Kennel Club or the United Kennel Club for any of the following breeds of dogs, shall be prohibited from being anywhere within the Association's community, including but not limited to the General Common Elements, the Units, or anywhere else: American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bulldog (Old Country Bulldog), Dogo Argentino, Canary Dog (Canary Island Dog, Presa Canario, Perro De Presa Canario), Presa Mallorquin (Pero De Presa Mallorquin, Ca De Bou), Tosa Inu (Tosa Fighting Dog, Japanese Fighting Dog, Japanese Mastiff), Cane Corso (Cane Di Macellaio, Sicilian Brancheiro), or Fila Brasileiro. Any dog having the characteristics set forth above shall be immediately removed from the Association's community by the owner of the dog, or, if the owner is not reasonably known to the Board of Directors, by either the

municipal/county animal control department or any private contractor hired by the Association to remove the dog. All costs of removal, storage, and other expenses related to the dog shall be assessed to the owner of the dog. This shall not limit the Association's authority to levy fines or pursue legal remedies for unauthorized dogs being present in the Association's community.

- B. No animal, other than common household pets, shall be kept or maintained in any Unit. Common household pets shall not be kept, maintained or bred for commercial purposes in any Unit. Common household pets are limited to dogs, cats, birds, hamsters, fish, rabbits, and the like. In the event of a dispute about a co-owner's right to maintain a household pet, the Board shall be the absolute and final judge of this right; and allegations that a creature is domesticated shall not govern the Board's determination of whether the creature is one of those commonly and ordinarily considered a household pet.
- C. All pets will be kept clean, quiet and controlled. Dogs, cats, and other pets shall be on a leash held by an individual capable of controlling the animal at all times when on Common Areas. Unleashed or unaccompanied animals may be confined and turned over to the appropriate shelter.
- D. Each pet owner when accompanied by their pet in a Common Area, a Limited Common Area, or if the pet is unaccompanied in a patio area, shall pick up their pet's excrement immediately, each and every time, and dispose it by bagging the waste and putting it into a trash receptacle with a lid or in a dumpster.
- E. No pets shall be tied to any stationary devices in a Common, or Limited Common Areas at any time for any reason.
- F. Pet owners and/or related Unit Owner will be held responsible and liable for any property damage, injury or disturbance, which pets may cause or inflict. Any Unit Owner or whose Tenant or Visitor keeps or maintains any pet upon any portion of the Unit shall be deemed to have indemnified and agreed to hold the Association, and each of its members, free and harmless from any loss, claim, or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Unit or while the pet on Windsong Community property.
- G. All pets are required to be registered and inoculated as required by law.
- H. The Board shall have the right to order any person whose pet has three violations within 12 months, is a nuisance, or attacks a resident to remove such pet from the Windsong Community.
- I. Failure to comply with these rules regarding pets could result in an added expense to the Owner, in accordance with the Fine Schedule.

Vehicles, Garages, Traffic Policies and Parking

Bylaws, Article V, Section 5.04 (a), (c), (s), (t) and (v); Declaration, Article 28.10

- A. Only one ticket will be given for a parking violation per twelve-month period. If the parking rule is violated a second time within twelve months, the vehicle may be towed without further notice. Vehicle/Unit owners are responsible for all towing costs. In addition, the unit owner may be subject to fines or penalties in accordance with the Association's Covenant Enforcement Policy.
- B. Windsong's OPEN parking spaces may be used by Owners/Residents and Visitor(s) on a first-come, first-serve basis.
- C. Moving vans, U-hauls, trucks, cars, motorcycles, etc., may not be parked on the grass or sidewalk for any reason at any time. Vehicles must fit within the boundaries of the striped parking areas and are allowed only one parking space. Motorcycles are required to use a block of wood of an adequate size to place under the kick-stand in order to prevent the creation of holes in the asphalt. Motorcycles must be parked in a designated parking space.
- D. Trucks must fit within the boundaries of the striped parking area, no bus/van type vehicles other than the standard passenger van, no trailers, mobile homes, boats, boat trailers, or any similar water crafts, or detached camper units shall be kept, stored, parked or maintained anywhere on Association property (exception: in garages).
- E. Commercial vehicles may not be parked on the property except when the vehicle owner is actively engaged in providing their service to the Association or an Owner or Resident. No commercial vehicles may be parked on the property over night at any time. A commercial vehicle is defined as any vehicle with commercial lettering, trucks over $\frac{3}{4}$ ton, or vehicles with ladder racks. The following is the only exception to this rule: The parking of a motor vehicle by the occupant of a unit on the property if the vehicle is required to be available at designated periods at such occupant's residence as a condition of the occupant's employment and **all** of the following criteria are met:
 - 1. The vehicle has a gross vehicle weight rating of ten thousand pounds or less;
 - 2. The occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services;
 - 3. The vehicle bears an official emblem or other visible designation of the emergency service provider; and parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other unit owners or occupants to use streets, driveways, and guest parking spaces within the common interest community.
- F. No vehicle repairs, and no oil changing are permitted on Association property with the exception of changing flat tires, dead batteries or mechanical failures--Vehicles which are

clearly inoperable may not be left on the property.

- G. Derelict and/or abandoned vehicles are not permitted except within enclosed garage spaces. Any vehicle with expired tags may not be parked on Association property.
- H. Garage doors shall be kept closed except for ingress and egress.
- I. Each Unit shall have the right of ingress and egress in and upon its appurtenant parking space(s). In no case shall parking partially or totally block any designated parking space or impede or prevent ready access to any entrance of a building or garage.
- J. There shall be no parking permitted where indicated by NO PARKING signs. All throughways and inner roads are designated as fire lanes and must be kept clear. Vehicles parked in fire lanes may be subject to immediate towing. Residents are encouraged to call the Arapahoe County Sheriff's Department for enforcement or the specified towing company posted at each dumpster site.
- K. Towing costs shall be at the expense of the offending Owner, his tenant, or the Owner's or tenant's Visitor, licensee, or invitee as applicable; provided, however that the offending Unit's Owner shall be additionally subject to the association's Covenant Enforcement Policy.
- L. Traffic policies:
 - 1. Speed limits throughout the Windsong Community are 10 m.p.h.
 - 2. Reckless and careless driving is not permitted.
 - 3. Street sign violations are not permitted.
 - 4. Speed limit signs, stop signs, yield signs, and no parking signs may be erected at the Board's discretion with authorization of the appropriate governmental authority.

Enforcement and Fine Schedule

Bylaws, Article V, Sections 5.04 (s) and (t); Declaration, Articles 17, 19.8 and 24; Covenant Enforcement Policy

All rules herein are subject to enforcement up to and including fines or legal action subject to the Association's Covenant Enforcement Policy. This Policy Is attached as Attachment I to these Rules & Regulations.

Enforcement procedures under these Rules and Regulations may be exercised independently of any enforcement actions undertaken by local, county, state or federal authorities.