**RULES OF THE STAGECOACH TOWNHOUSE ASSOCIATION**

The Stagecoach Townhouse Association, a Colorado nonprofit corporation (hereafter referred to as the “Association”), by virtue of the authority provided for by the various Occupancy, Use and Maintenance Agreements (OUMAs), by the Amended and Restated Bylaws of Stagecoach Townhouse Association, by the Stagecoach Townhouse Association Articles of Incorporation, by the Responsible Governance Policies, by other Board adopted policies, procedures and resolutions and pursuant to the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., does hereby publish and declare the following as Rules respecting the Association and the Project. These Rules and Regulations supersede and replace all rules and regulations previously adopted with respect to the Association or the Project.

**DEFINITIONS:** Throughout these Rules, the following terms shall have the following definitions:

* **The Association** shall mean the Stagecoach Townhouse Association.
* **Association Property** shall mean that portion of the undedicated property within the Project acquired by the Association by deed recorded in Book 712, Page 26 of the Routt County Records.
* **Block** shall mean any one of the fifteen (15) separately numbered and identified blocks within the Project, each containing six (6) Townhouses.
* **Building** shall mean any one of the multiple dwelling structures containing six (6) townhouse units located on a Block.
* **Common Parking Area** shall mean the tract of land described in an OUMA and shown on the Plat designated for use as parking for the Owners in a Building. Commonly referred to as the “G” lot.
* **OUMA** shall mean the recorded Occupancy, Use and Maintenance Agreements which pertain to each Building.
* **Occupant** shall mean any person occupying a Townhouse unit other than the Owner, including all tenants, guests and invitees of an Owner.
* **Project** shall mean the real property and improvements located on the property described as “A Second Replat of Project I & II at Stagecoach” as filed in the records of the Routt County Clerk and Recorded in File No. 7275 (the “Plat”) excluding any portion of such property shown on such Plat depicted as “undedicated” and not owned by the Association.
* **Responsible Governance Policies** shall mean the Resolution adopted by the Stagecoach Association Board stating those governance policies mandated by The Colorado Common Interest Ownership Act (CCIOA).
* **SPOA** shall mean the Stagecoach Property Owners Association.
* **Stagecoach Declaration** shall mean the Stagecoach Declaration of Covenants, Conditions and Restrictions recorded in File No. 7073 of the Routt County records.
* **Storage Lot** shall mean the fenced storage area, currently leased by the Association from the Stagecoach Ski Corporation.
* **Owner** shall mean a person who owns a Townhouse unit, but does not include a person having an interest in a Townhouse unit solely as security for an obligation.
* **Townhouse** shall mean the platted townhouse lot as shown on the Plat, including the townhouse improvements thereon.

**PURPOSE:** We live and interact closely with our fellow Stagecoach Townhouse (Project) residents. Common courtesy dictates that the actions of the Owners and Occupants do not infringe on or impair the rights and quality of life of other residents. These Rules are made for the purpose of promoting the best interests of the Owners and Occupants of the Townhouses, to protect and enhance property values of the Townhouses, to protect persons and property against injury and damage, and in general, to promote the health, safety, and general welfare of the Owners and Occupants of the Townhouses.

**APPLICABILITY:** All provisions of these Rules apply to the Owners and Occupants of the ninety (90) Townhouse units within the Project. These Rules are in addition to, and not in place of, the applicable provisions of the OUMAs, the Association’s Articles of Incorporation, the Bylaws, the Resolutions, including the Responsible Governance Policies, and the Stagecoach Declaration, which shall control if there is any inconsistency with these provisions.

Each Owner is responsible and liable for violations of the Association’s Rules, OUMAs, Bylaws and Resolutions, including the Responsible Governance Policies, by such Owner and by the Occupant of such Owner’s Townhouse.

Ignorance of these Rules shall not be an excuse for or defense of a violation.

Any resident may inform the Association of a violation of these Rules. Violations of the Rules shall be reported to the Association following the procedures outlined in Section G of the Responsible Governance Policies. The Association may require documentation, photographs, etc.

If any portion of these Rules is determined to be legally unenforceable, it shall not negate the enforceability of the remaining portions of the rule.

**RENTALS**

* An Owner who rents a Townhouse to a tenant must advise the Association in writing.
* Owners who use an agent to handle the rental must provide the name, address, and telephone number of the rental agent to the Association.
* **OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THE OCCUPANTS OF THEIR UNIT AND THEIR RENTAL AGENT.** Owners must provide these rules to their tenant and, if applicable, their rental agent.

**GOOD NEIGHBOR RULES**

* Littering in the Project is prohibited.
* No Owner or Occupant shall generate sound that interferes with other Owner’s or Occupant’s right to quiet enjoyment particularly between the hours of 10:00 PM and 8:00 AM.
* No Owner or Occupant shall cause persistent odors not caused by normal living that would interfere with the comfort or convenience of other Owners or Occupants.
* No Owner or Occupant shall do anything that constitutes a nuisance to other Owners or Occupants by reason of unsightliness, excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.
* No flammable substance shall be stored on any deck, balcony, or patio.

* The portions of a Block used for ingress to and egress from the Townhouses may not be used for storage or placement of furniture, toys, sports equipment, BBQs, firewood or any other items.
* Personal items including but not limited to toys, sports equipment, strollers, etc. shall be stored out of sight when not in use.
* Personal property may not be stored on “G” lots or parking lots.

**ANIMALS AND PETS**

* Dogs, cats or other domesticated household pets must be housed within the Townhouse and are not to be kept, bred or maintained for any commercial purpose.
* Pets shall not be kept in or on the common portions of a Building or on walkways used for ingress to and egress from the Townhouses.
* Outside dog houses, animal cages and runs are not permitted.
* Tenant occupied Townhouses are limited to one (1) household pet which must be reported to the Association’s management company. Failure to register a pet will result in a fine to the Townhouse owner. **Townhouse owners are responsible for compliance by their tenants to these animal rules.**
* Pet owners must comply with Routt County rules and regulations governing pet safety and the licensing, and control of dogs, (Routt County Resolution No. 07-026 as may be amended from time-to-time), which includes but is not limited to: (a) pets must be under physical, electronic, or effective voice control; (b) pets may not infringe upon the use and quiet enjoyment of Owners and Occupants. Violations of these Routt County rules should be reported to the Routt County Sheriff’s Department.
* Pet owners must promptly clean up all of their pet’s waste from parking lots, stairways, sidewalks, decks, lawns and anywhere within the Project.
* Pet owners must promptly clean up any trash or chewed items dispersed by their pet.
* Pet owners are responsible for the repair of any damage caused by their pet.
* No reptiles, poultry, horses or other farm animals or animals wild in character may be brought onto the Project or Association property.

**CHILDREN AND THEIR TOYS**

* Children shall not play unsupervised on stairways or in common areas.
* Children’s play sets and trampolines are prohibited from Association property.
* Children’s toys, play sets and trampolines are prohibited in areas where Association provided lawn maintenance would be affected except when approved in writing by the Association.
* Parents/Guardians are liable for the actions of their children including trespass.

**OUTDOOR FIRES**

* No open fires are allowed in the Project except recreational fires in commercially produced devices with spark arresting screens.
* No outdoor recreational wood or charcoal burning devices are allowed on sidewalks or Association property or within 15 feet of any building or structure.
* Outdoor wood or charcoal burning devices must comply with Federal, State of Colorado and Routt County fire regulations as may be amended from time-to-time.
* No burning of construction debris, leaves or trash.

**TOWNHOUSE CRAWLSPACES**

* The storage of food, animal feed or other materials that may attract wild and domesticated animals is prohibited.
* The storage of hazardous or flammable materials such as fuel is prohibited.
* Owners and Occupants must not block access by the Association or its contractors to maintain pipes, etc. located beneath Townhouses.
* Owners shall assure that the apron around their building is sufficient to block wind from blowing beneath their building and shall secure crawlspace doors or other points of access against wind, weather and animals.

**TRASH DISPOSAL**

* **THE DUMPSTER AREA IS FOR HOUSEHOLD TRASH ONLY.** No other refuse including but not limited to construction/demolition materials, furniture, mattresses, paint, appliances, tires, batteries and automobile fluids may be put in the dumpsters or left in the dumpster area.

* Refuse shall not be stored on the exterior of any Townhouse, the “G” lots, parking areas, Association property or the Storage Area.
* Wood and coal ashes may not be dumped within the Project or the Storage Area, but, **when** **completely extinguished**, may be put in the dumpsters or ash container in the dumpster area.
* Non-biodegradable substances, including but not limited to, motor oil, anti-freeze, paint, etc. are prohibited from being dumped within the Project or Storage Area.

The Board of Directors may issue to violators of the rules in this Trash Disposal section not only fines, but also assessments in an amount equal to what a violator would have paid to properly dispose of the items and/or materials or the cost to the Association for removal and cleanup of the items and/or material whichever is greater.

**PARKING**

* All vehicles within the Project must have an Association issued parking permit sticker displayed in the lower driver’s side corner of the rear windshield. Vehicles without parking stickers are subject to towing at the vehicle owner’s expense.
* Each Owner, or person(s) designated in writing by an Owner, is entitled to two parking stickers plus one transferable guest tag per Townhouse. There is no fee.
* **IT IS THE RESPONSIBILITY OF AN OWNER TO CONTACT THE ASSOCIATION’S MANAGEMENT COMPANY TO OBTAIN PARKING PERMITS WHEN NEW VEHICLES WILL BE PARKED IN A COMMON PARKING AREA AND TO CANCEL OLD PARKING PERMITS.**
* Owners and Occupants must park in the Common Parking Area (“G” Lot) for their Building.
* Owners and Occupants who park their vehicles without a sticker, with a cancelled sticker or in parking areas other than their Building’s Common Parking Area are subject to fines that will be assessed to the Owner of the Townhouse in which the motorist is living.
* Vehicles shall be parked in designated areas only.
* No vehicle should block access to other parking spaces.
* Commercial vehicles are prohibited in the Common Parking Areas except when delivering or providing service to a Townhome. For purposes of this rule, a 3/4 ton or smaller vehicle, commonly known as a pickup, is not a commercial vehicle.
* Vehicles including but not limited to trailers, campers, ATVs and snowmobiles shall not be parked or stored anywhere in the Project except for the Storage Lot.
* Abandoned or non-functioning vehicles will be removed by the Association at the vehicle owner’s expense.

**SIGNS**

* Except as allowed under CCIOA 38-33.3-106.5 (Patriotic and Political Expression), no signs, posters or advertisements of any kind other than real estate signs no larger than 18” x 24”, notices from the Association and legal notices are allowed on windows, doors or other exterior surfaces of any Townhouse without prior written approval of the Association. The SPOA Rules and Regulations regarding signage will be strictly enforced.
* Any real estate sign not removed within five (5) days after the real estate closing transaction may be removed and disposed of by the Association.

**SATELLITE DISHES AND ANTENNAS**

* Satellite dishes shall not be greater than one meter in diameter or diagonal measurement and may not be installed on Association Property or any other Owner’s Townhouse without permission.
* Installation of an exterior antenna for among other things AM/FM radio, amateur (‘ham”) radio or “CB” radio must be approved by the Board of Directors of the Association.
* Any satellite dish or antenna not being used must be removed.

**REPAIRS AND MAINTENANCE**

* Common area improvements and utilities are the responsibility of the Association. Any Owner involvement in these repairs must be preapproved by the Association.
* If any Owner in the Project fails to maintain the exterior of their Townhouse in a manner satisfactory to the Board of Directors, the Association, after approval of a majority of the Board of Directors, shall have the right, through its agents and employees, to enter said townhouse lot to repair, maintain, and restore the exterior. The cost of such exterior maintenance shall be added to and become part of the assessment to which the Townhouse is subject and constitutes a lien against the Townhouse.

**MODIFICATIONS**

* No material modification, including but not limited to architectural, structural or aesthetic improvements or modifications may be made to any Building or any Townhouse, including within the exterior lot of any Townhouse, without the prior written approval of the Association.If written approval was not obtained, the Association may require removal of the modification at the Owner’s expense.
* Any project that disturbs any vegetation or the contour of the ground must restore the contour and vegetation to substantially the same state, as determined by the Board of Directors or their committee. The restoration must start within six (6) months of the completion of the project and shall be completed six (6) months thereafter. The Board of Directors or their committee may grant exceptions. As part of the approval process, the party proposing a project shall provide photographs of the area prior to any changes for comparison by the Board of Directors or their committee once the restoration is completed.
* Wires, cables, pipes, tubes, conduits, etc. shall not be attached to the side of buildings.
* Modifications must meet all Routt County building requirements.
* Modifications may also be subject to the architectural control provisions of the Stagecoach
* Declaration governed by SPOA.

**PROPANE TANK INSTALLATIONS**

* Individual propane tanks are prohibited.
* No tank shall be installed without the prior written approval of the Association.

* One propane tank is permitted per Building. Propane tanks will be 1,000 gallons in size and will be buried at a location authorized by the Association
* Owners of all six Townhouses in the Building to be served by such tank must approve installation of the tank on the form(s) required by the Association.
* Prior to approval, the Association will require evidence of ownership or other property interest before authorizing the placement of the tank in the selected location.
* The Association will not approve any tank located within Common Parking Areas, otherwise known as “G” lots, unless the Association has received the written approval of all Owners having an interest in such Common Parking Area on such form(s) as the Association may require.

* All tanks shall be connected to a distribution manifold with capacity for six meters. Piping to individual units will be outside the Building. The gas supplier will own the gas in the tank and bill individual Owners for consumption based on the meter readings.

* All tanks shall be installed at the sole expense of the Owners in the Building and arrangements for payment between the Owners and the tank installer shall be the sole responsibility of the Owners in the Building.
* Only properly licensed individuals are allowed to install propane tanks, lines and appliances.
* The installation of the tank, exterior and interior gas lines and appliances must meet all applicable legal requirements including County Building and Fire codes.
* Propane tanks must be properly barricaded against vehicles and snowplows. The cost of the barricade shall be borne by the Owners of the Townhouse units installing the tank, as part of the cost of the installation project. Such barricade shall also require the architectural approval of the Board of Directors or their committee.
* Owners must allow the Association access to their gas company’s inspection records.

**STORAGE LOT**

The Storage Lot is property leased by the Association from Stagecoach Ski Corporation and is provided as a courtesy. It is neither a junkyard nor a vault. It is fenced, with a locked gate, but the Association is not responsible for security to this lot nor will it be responsible for any loss, damage or theft of property stored on the lot. It is recommended that insurance be obtained for items being stored. The Association reserves the right to refuse any person permission to store an item in the Storage Lot. Access to items in the Storage Lot is limited during winter.

* Owners are eligible for one space in the Storage Lot on a first-come, first-serve basis. An Owner may allow their Tenant/Occupant to use that space.
* An Owner must contact the Association to request a space in the Storage Lot.
* All items stored must have the consent of the Association, and no item is considered to be stored with the consent of the Association until it is registered in writing with the Association.
* Unauthorized, abandoned or dangerous items are prohibited from the Storage Lot and are subject to removal or seizure.
* All persons using the Storage Lot must agree in writing to waive all claims and hold the Association and the Stagecoach Ski Corporation harmless against all losses while the storage item is stored. A deposit of one hundred dollars ($100.00) is required and will be refunded when the space is surrendered in a usable condition.
* No item may be moved into the Storage Lot until all required documents are delivered completed to the Association and the deposit is received.
* Persons who store items in the Storage Lot will be issued the combination to the padlock on the gate and must not give the combination to anyone but their family or other Owners or Occupants of the Project.
* Abandoned and unauthorized items will become the property of the Association. After the Association has exhausted all reasonable attempts to contact and/or notify the owner of such items or has otherwise complied with the legal requirement for disposition of the item, the Association may dispose of it and retain the net proceeds, if any, as permitted by law. Any outstanding disposal costs incurred shall be charged to the Townhouse owner and added to and become part of the assessment to which the Townhouse is subject.
* An item is considered abandoned if the owner, as listed in the registration records of the Association, is no longer an Owner or Occupant.

**ASSOCIATION PROPERTY**

* Personal property may not be stored on Association owned or leased property unless approved in advance, in each instance, by the Association.
* Owners will be held responsible for any damage to Association Property caused by them or their Occupants.
* The Association Property shall be available for use by the members of the Stagecoach Townhouse Association in accordance with the purpose for which such area is intended, without hindering, impeding or imposing upon the rights of other Owners and in accordance with such rules and regulations as are duly established from time to time by the Association. Without limiting the Association’s authority over the Association Property, the Association may from time to time establish and enforce, and may alter, amend, suspend, revoke and waive rules and regulations, restrictions and limitations pertaining to the use, enjoyment and operation of the Association Property.
* No structure, landscaping or alteration shall be started, constructed, re-constructed, placed, used, moved onto or permitted to remain on Association Property unless the action has been approved in advance by the Association. Approval will be entirely at the discretion of the Association.

**UMBRELLA RULE**

Any items or provisions not covered herein, but named and covered in the documentation of the SPOA will be enforced and subject to the same fine assessment as the foregoing items.

**VIOLATION FINE ASSESSMENTS**

* For each and every violation of any provision of the governing documents (which collectively includes the Stagecoach Declaration of CCRs, OUMAs, Articles of Incorporation, Amended and Restated Bylaws, and Rules), the fine that may be assessed by the Association on written notice to the Owner is TEN DOLLARS ($10.00).
* If the violation is a continuing one, the fine assessment is TEN DOLLARS ($10.00) per day for each continuing violation.
* If the Association incurs expenses in correcting a harm, injury or damage caused by a violation of these Rules and that expense exceeds the fine assessment, then the assessment will be the expenses incurred.
* In all cases, AN OWNER IS LIABLE FOR ALL FINE ASSESSMENTS FOR VIOLATIONS OF THESE RULES BY SUCH OWNER OR BY THE OCCUPANTS OF SUCH OWNER’S UNIT. The Association reserves all remedies for collection of such fine assessments, including lien and foreclosure of the lien therefore against an Owner’s Townhouse.
* Fine Assessments will be itemized on the Owner’s monthly statement.

Adopted by the Board of Directors at the July 9, 2015 Board of Directors meeting. Recorded with Routt County Clerk & Recorders office , Reception #765209