



Rules & Regulations

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INTRODUCTION

These Rules and Regulations are published to ensure that Five Fountains continues to be a quality condominium community with an excellent quality of life atmosphere and to aid in maintaining the value of owner's investment in Five Fountains. They supplement the Declarations, Covenants and Restrictions, the Bylaws of the Association, and the Articles of Incorporation.

The information contained herein applies to owners and renters alike.

Revisions to these Rules & Regulations will be made as required and updated pages issued accordingly.

The Five Fountains Condominium Association, Inc. (the "Association") strives to comply with all federal, state and local laws. Each Owner and unit occupant shall read and comply with the following documents, which shall be hereinafter referred to as the "Association Documents":

- Declaration of Covenants, Conditions and Restrictions, recorded in Book 2782 beginning at Page 531 of the real property records of El Paso County, Colorado, and any amendments thereto (the "Declaration");
- Bylaws of the Association (the "Bylaws");
- Articles of incorporation of the Association (the "Articles of incorporation");
- Any policy procedure, rule, or regulation of the Association, including these Rules and Regulations.

The Association Documents, including these Rules, shall include those matters required or allowed for this Association by the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-101 et seq. ("CCIOA").

GENERAL INFORMATION

This Association of Condominium Owners is a Non-Profit Corporation chartered under the laws of the State of Colorado. Its purpose is to perform for the Owners those responsibilities and tasks of maintenance and management that are normally part of homeownership.

BOARD OF DIRECTORS

This is the governing body of the Association, which fulfills the above purpose, and transacts the Association's business. The Board of Directors, in turn, may employ a Managing Agent to be responsible for all detailed maintenance and management. Five Fountains does not employ an office manager to handle on-site duties.

DEFINITION OF COMMON AREA

All the land and improvements except that property described in the Declaration as a "unit" and as described in the individual unit Owner's Deed. The improvements that are managed by the Association consist of all walks, drives, lawns, shrubs, parking areas and common area fences. The property owned by an owner is in essence the "air space" in the unit.

The Association maintains these common area items and also provides exterior maintenance on each building as follows: Painting, (any changes including color is to be approved), repairs and replacement or other care as required, roofs, gutters, downspouts, and other exterior building surfaces and improvements. However, unit window glass and screens, doors and storm doors, patio areas and patio fences are the responsibility of the individual Condominium Owner to maintain.

ASSESSMENT FOR COMMON AREA UTILITIES AND EXPENSES

1. Expenses for the common area are funded from the monthly assessment paid by each Condominium Owner as provided in the Declaration. The assessment is mandatory and if not paid when due may result in action against the condominium unit.

2. All utilities for the common areas are included in the assessment. Individual unit gas consumption is an additional assessment based on actual usage and is billed separately each month by the Association since the gas is on a master meter system.

3. Should any default occur by any Owner in the payment of the monthly assessment or any assessment levied by authority of the Board of Directors, the rights of the Owner and his renter to use the common area recreational facilities may be suspended until the assessment is paid in full . This regulation shall be in addition to and not exclusive of any remedies that are afforded the Association (and its individual members) by the governing documents of Five Fountains Condominium Association, Inc.

PROPERTY LOSS OR DAMAGE

The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any common or other storage area.

RESPONSIBILITY OF UNIT OWNERS

Unit Owners shall be held responsible for the actions of themselves, other family members, guests, and renters, if the unit is rented, including any damage caused to the common elements.

SNOW REMOVAL

When heavy snow accumulation begins, roughly 2" to 4", snow removal equipment will be called in as soon as possible to clear snow in the common area.

RUBBISH REMOVAL

Rubbish removal occurs four times a week. To conserve space, flatten milk cartons or bulky cardboard boxes. Garbage should be drained, wrapped in newspapers or placed in a paper sack or plastic bag for proper disposal. No trash shall be left outside the trash containers.

COMMON AREA SPEED LIMIT

The Speed Limit in the community is 10 MPH. Residents and guests are cautioned to drive with extreme care to avoid children and other vehicles. Please respect the speed limit in our community.

RULES

ANTENNA AND AERIALS

No antenna or aerials shall be placed or affixed to the exteriors of the building by a unit Owner, and no antenna or aerial placed or affixed within a unit shall extend or protrude beyond the exteriors, including the roof of the building or the planes of such exteriors.

CLOTHESLINES

No clothesline shall be placed and no clothes drying shall be undertaken by a unit Owner on the common elements or on the exteriors of any unit, except in clothes dryers located in the laundry rooms.

WINDOW COVERINGS

All window coverings shall be kept in good order and repair. All window covering shall be white where viewed from outside and traditional in appearance, unless prior written approval is given.

PATIO AREAS

Clothing rugs, and other articles shall not be hung by unit Owners from rails or patios or from windows. Unit Owners with patios covered overhead must not use charcoal grills and other outdoor cooking equipment. All grills and other outdoor cooking equipment should be at least ten (10) feet from any structure when in use. They must be moved further out into open air for proper ventilation of smoke as well as away from potential fire hazard.

ALTERATIONS TO COMMON AREA

No alterations, additions, or repairs may be made by any unit Owner to the Common Area without the specific approval of the Board of Directors. This is to include storm windows and storm doors, which must be a style that will blend in with the structural appearance.

WALKWAYS

The walkways shall not be obstructed or used for any purpose other than the providing of access, ingress and egress, between the common elements and the units.

SAFETY

Residents, guests and visitors are not to use the streets, driveways and carports as play areas. Bicycles, motorcycles, mopeds, and the like; skateboards, roller-skates, and the like shall not be permitted on the grass or sidewalks, or under carport areas.

NOISE, ODORS AND NUISANCE

Residents, guests and visitors shall not cause any unreasonable noises or odors or carry on any nuisance or immoral or illegal activities on the Condominium property. Noise or conduct in a Residence or on Association property, which unreasonably disturbs or annoys other residents shall not be permitted at any times. No musical or sound-reproducing instruments or equipment, the sounds of which may be heard beyond the confines of each unit, shall be played in the premises between the hours of 10:00 p.m. and 8:00 a.m.

LITTER

No article of personal property shall be shaken by a unit Owner from the doors or windows of any unit. No unit Owner shall sweep or throw from his unit any dirt, or litter the Association property in any way.

GARBAGE

All garbage, trash, refuse, and rubbish from a unit shall be deposited with care in the trash receptacles provided for that purpose.

INFLAMMABLE ARTICLES

Except to the extent necessary for normal household use, no unit Owner shall use or permit to be brought onto the Association property any inflammable oil or fluid such as gasoline, kerosene, naphtha, benzene, or any other such article or explosive.

PARKING STICKERS

Any vehicle without a sticker is assumed to be a non-resident and will be towed away at the vehicle Owner's expense 72 hours from the time first noticed. Any non-resident visiting for more than 72 hours must notify the Managing Agent to obtain a guest pass.

PARKING

Each unit has one designated parking space to be used by the resident in that unit only. Any additional vehicles may be parked in any of the undesignated parking areas.

- a. Vehicles parked in the areas painted yellow on the curb or asphalt or posted "No Parking" or "Fire Lane" may be towed immediately, at the sole discretion of managements, without notification to the vehicle Owner.
- b. Notwithstanding provisions herein to the contrary, emergency motor vehicles are permitted in the Association's guest parking spaces if the emergency motor vehicle meets each of the following requirements:
 - i. the emergency motor vehicle is required by the unit owner's employer as a condition of employment;
 - ii. the emergency motor vehicle weighs ten thousand pounds or less;

- iii. the unit owner is a member of a volunteer fire department or is employed by an emergency service provider;
- iv. the emergency motor vehicle has some visible emblem or marking designating it as an emergency vehicle; and
- v. the parked emergency motor vehicle does not block emergency access or prevent other unit owners from using the streets.

REPAIR OF VEHICLES

No major vehicle repairs may be done on Association property. No vehicle shall be left up on blocks, jack stands, or the like, or remain in any condition where it cannot be moved. Hazardous materials, including anti-freeze and oil, shall be disposed of off the Association property in an authorized recycling center.

DISABLED/ABANDONED VEHICLES

No vehicle which cannot operate on its own power shall remain on the Association property for more than 72 hours, unless authorized by the Board of Directors.

RECREATIONAL AND COMMERCIAL VEHICLES

Recreational vehicles, trailers, boats, etc., must be parked in undesignated space in such a manner so as not to impede or restrict parking in surrounding spaces. Each vehicle may not occupy more than one space. Commercial vehicles must be in the process of being loaded or unloaded and must be parked in such a manner so as not to impede or restrict traffic flow. At no time shall any vehicle deviate from the streets, driveways, or parking areas of the Association onto any other part of the Common Area such as grassed areas, walkways, and the like.

ANIMALS AND PETS

- a. No animals, livestock or poultry of any kind may be raised, bred, or kept in any Condominium at Five Fountains.

This does not include the usual household pets, such as dogs or cats, provided they are not kept for commercial purposes. Only one dog is permitted per unit. All dogs must be less than 20 pounds in weight.

- b. Dogs must be on a leash at all times when they are brought outside of the unit. (To be under voice control alone is not acceptable). Any dog running at large, whether licensed or not, will be impounded by the Humane Society in accordance with Colorado Springs City Code.
- c. Animals may not be leashed unattended in any of the common areas at anytime.
- d. Pets will be walked to the designated pet areas for excretion purposes. Should an accident happen anywhere else, the Owner is responsible for immediate removal of excrement and cleanup. Owners are responsible for any damage created by their pet.

RECREATIONAL FACILITIES

- a. The Clubhouse facilities and pool are solely for the use of the residents and their guests.
- b. Residents who are babysitting children from outside Five Fountains Condominiums are not to bring their charge(s) to the Clubhouse or Pool.
- c. Rules and Regulations governing the use of the various facilities, including clubhouse, safety, sanitary provisions, and any other pertinent matters, may be adopted from time to time by the Board of Directors and will be posted at each area.

CLUBHOUSE

- a. The clubhouse houses the facilities for a billiard room and bathrooms with showers and sauna.
- b. The clubhouse is available to Owners/Tenants on a reservation basis only after an Owner has signed the Five Fountains Clubhouse User Agreement. Each occasion an Owner/Resident reserves the Clubhouse requires a newly signed User Agreement. The Owner of Record is the only authorized signatory for a clubhouse reservation. The non-owner must contact his Owner for the required signature prior to reservation.
- c. Reservation applications must be received at least 48 hours in advance. Reservations are made on a first come first basis.

SWIMMING POOL

- a. The pool will be open each year from approximately Memorial Day to Labor Day.
- b. Swimming and pool area facility use shall be at the risk of those involved and shall not be at the risk of the Association or any management company.
- c. The Board of Directors or other authorized persons have the authority to close the pool at any time because of weather conditions, safety reasons and the like.
- d. A shower must be taken prior to entering the pool to conform to State Health Regulations. Showers must be taken at home when the Clubhouse is closed.
- e. Persons with infectious disease, open sores, bandages, or recent vaccinations shall not enter the pool or pool area.
- f. Children under age 16 shall be accompanied and supervised by an adult at all times while in the pool or pool area.
- g. Additional rules and regulations are posted in the pool area.

- h. In order to qualify for free access pool use, residents are required to complete a pool release form.