

The Greens at Dalton Owners Association
Rules & Regulations
Effective August 24, 2016

In accordance with ARTICLE 3, Section 3.7, of THE FIRST AMENDED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR THE GREENS AT DALTON, The Board of Directors has adopted the following Rules & Regulations which supersede all previous Rules and Regulations.

1. **Residential Use.** All Villas shall be used exclusively for single family residential purposes. See Article 8, Section 18.1(a)-Residential Use of The first Amendment to Amend the CC&R's of The Greens
2. **Improvements.** No improvements shall be constructed on any Lot, except as approved by the Board, or other entity to whom review responsibilities have been assigned. Improvements shall mean any changes, alterations, modifications or improvements to buildings, structures, parking areas, walls, hedges, plantings, driveways, walkways, signs, decks, enclosures, change in exterior color or shape excavation and all other site work, including, but not limited to, grading work constructions, utility improvements, removal of trees or plantings, and any new exterior construction or exterior improvements.
3. **No Commercial Use.** No commercial or business enterprise of any nature shall be allowed or permitted at any Villa, provided however that the Owner of the Villa may be permitted to conduct a home occupation, miistic or 1 literary activity at any Villa upon approval of the Board as to such occupation or activity.
4. **Antennae.** No exterior radio, television, microwave or other antennae dish or signal capture or distribution device in excess of three feet high or 24 inches in diameter shall be permitted or installed on any lot or on any roof. Location of satellite dish or any such device must be approved in writing prior to installation by the Board of Directors.
5. **Wood burning devices.** There shall be no more than one solid fuel burning device per dwelling unit. Any such devices are limited to either a fire place or a USEPA phase 11 wood stove.
6. **Fences.** No fences shall be erected or maintained within the Greens, with the exception of fencing separating the Greens from the adjoining property on the north and fences enclosing patio area which have been approved in writing by the Board as to size, color, materials and location.
7. **Signs.** No sign of any kind shall be displayed for public view on any portion of any lot, except upon application to and written permission from the Board. Only the American Flag may be flown on a Lot and one For Sale sign no larger than 18 x 12 inches.

8. **Drainage.** No lot owner shall do or permit any work, construction of improvements or do any landscaping which shall alter or interfere with the natural drainage for the property, except to the extent the same is approved by the Board.
9. **Structures Prohibited.** No occupied temporary structure, modular home, mobile home, trailer house or RV vehicle shall be permitted within the Greens. Vehicles may be parked for loading and unloading purposes not to exceed a period of 24 hours.
10. **Trash.** No trash, ashes, garbage or other refuse shall be allowed to accumulate or be placed upon any lot or area within the property. There shall be no burning or other disposal of refuse outdoors. Each owner shall provide suitable wildlife resistant receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from wind and protected from animal and other disturbances. Every Villa owner will own and be responsible for their individual trash receptacles. Trash receptacles will be stored within garages or a Board approved enclosed structure and can be left outside only on the day of trash pick-up.
11. **Completion of construction.** All construction, reconstruction, alterations or improvements, approved by the Board, shall be prosecuted diligently through completion, and shall be completed within twelve months of the commencement thereof.
12. **Abandoned or Inoperable Vehicles.** Abandoned or inoperable automobiles or motor vehicles of any kind shall not be stored or parked on any driveway, road or common element within the Greens. Abandoned or inoperable vehicles shall be defined as any vehicle which is either incapable of legal operation upon a public highway or has not been driven under its own propulsion for a period of thirty days or longer. A written notice describing the abandoned or inoperable vehicle and requesting the removal thereof may be personally served upon the owner or owner's tenant or posted on the unused vehicle, and if such vehicle has not been removed within seventy-two hours thereafter, the Board acting on behalf of the Association shall have the right to remove the same and will be held harmless of liability from the owner of said vehicle, and the expenses thereof shall be charged to the owner.
13. **Parking.** All vehicles for owners must be parked within the garages constructed for the Villas. Vehicles may temporarily be parked in the

driveway or the street for washing, loading and unloading and for other similar purposes. The Association may adopt and enforce more stringent regulations on parking. It is the intent that garages are utilized for parking of vehicles to maintain a neat and orderly appearance at the Greens. Guest parking spaces are available at the end of Dog Leg Lane and Mid Iron Court.

14. **Noise.** No exterior horns, whistles, bells or other sound devices, except security and/or warning devices used exclusively to protect the improvements on any lot shall be placed or used on any lot.
15. **Nuisance.** No obnoxious activity shall be carried on within the Greens, nor shall anything be done or permitted to exist or operate within the Greens so as to be offensive or detrimental to any other part of the Greens or its owners or occupants.
16. **Hazardous Activities.** No activities shall be allowed or conducted within the Greens which are or might be unsafe or hazardous to any person or property. Such hazardous activities include, but are not limited to fireworks, firearms, bow and arrows, explosives, air or pellet guns or any similar devices. The use of charcoal grills is strictly forbidden.
17. **Animals.** No livestock or exotic animals of any kind may be kept within the Greens. Common household pets, including but not limited to dogs, cats, birds and fish shall be allowed and each lot owner shall be limited to two such household pets. If the pet is the type of animal that is not confined to the Villa, the animal is to be on a leash when outside the Villa. The owner of any animal shall at all times be personally liable and responsible for all actions of such animal and for any damage or maintenance required as the result of such animals.
18. **Compliance with Cottonwoods at Dalton Ranch Declaration.**
Notwithstanding any provisions hereof, all lots and lot owners shall comply with the Declaration of Covenants, Conditions and Restrictions for the Cottonwoods at Dalton Ranch, Project No. 2001-171 as filed for record with the La Plata County Clerk and Recorder's Office and any supplements or amendments thereto.
19. **Villa Rentals.** Owners may rent Villas for periods of no less than 30 days. Rental agreements shall be submitted to the associations managing agent and at least one member of the Board prior to any rental period for notification and

review. See Article 8, Section 18.1(s) of The first Amendment to Amend the CC&R's of The Greens. No warning for a violation of the 30 day rental rule will be issued. The first offense will result in a \$500.00 fine. A second offense will result in a \$1,000.00 fine. Any fine not paid within 15 days after notification a lien will be placed on the lot owner's property bearing interest at the highest legal rate. All fines assessed shall be subject to the appeals process.

20. **Maintenance of Exterior Elements.** All BOD approved external elements added to a Villa shall remain the responsibility of the owner and shall be properly maintained.

21. **Grills:** Built in grill maintenance or replacement shall be the responsibility of Villa Owners. See Second Amendment to Amend the CC&R's of The Greens, Article 1, Sections 1.17 and 1.18

22. **Heat Tape:** Heat tape installation and maintenance shall be the responsibility of the Villa Owner See Third Amendment to Amend the CC&R's of The Greens, Article 7, Section 7.2

23. **Real Estate Transfer Fee.** There will be a transfer fee of \$1000 assessed to The Buyer of any Villa sold within The Greens. See Third Amendment to Amend the CC&R's of The Green, Article 5, of the new Section 5.1

In accordance with Article 11, Section 11.2.6, of said Declaration, the Board may levy fines and penalties for violations of the above Rules and Regulations. For a first offense, the Board will instruct the Association Manager to notify the owner in writing of the violation.

For a second offense, the Board will fine the owner \$150.00. The fine is to be paid within 30 days after notification.

For subsequent parking violations and failure to properly file rental agreements, the fines shall be increased as determined by the BOD.

For any fine or penalties not corrected within thirty days after proper notification, the Board may place a lien against the violating owner's property **bearing interest at the highest legal rate. All fines assessed shall be subject to the appeal process.**

An owner or long term tenant may appeal a levied fine within fifteen days of the

levying of that fine and request a hearing by the Board. Such hearing shall be held as soon as possible at a time set by the Board. The decision of the Board resulting from the hearing shall be final. Any fine levied at the hearing shall be paid within thirty days of the appeal meeting. For any fine or penalties not corrected within the thirty days, the board may place a lien against the violating owner's property bearing interest at the highest legal rate.

APPROVED BY THE BOARD this 26 day of August, 2023.

A handwritten signature in black ink, appearing to read 'S. Hood', is written over a horizontal line.

Board President

Steven Hood