

**LEGACY TOWNHOMES AT
CENTREPOINTE OWNERS ASSOCIATION
RULES AND REGULATIONS**

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FOR
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CENTREPOINTE OWNERS ASSOCIATION**

These Rules and Regulations (the “**Rules and Regulations**”) were duly adopted by resolution of the Board of Directors of the **Legacy Townhomes at Centrepointe Owners Association, Inc.**, a Colorado nonprofit corporation (the “**Association**”) on April 23, 2024 (the “**Effective Date**”).

RECITALS

These Rules and Regulations are made with respect to the following facts:

(A) The real property comprising Legacy Townhomes at Centrepointe, a Planned Community project located in the City of Fort Morgan and County of Morgan, Colorado (the “**Community**”), is subject to the Declaration of Covenants, Conditions and Restrictions of Legacy Townhomes at Centrepointe, recorded on March 29, 2024 by Brittany Homes, Inc., a Colorado Corporation as Declarant, in the Public Records of the County of Morgan, State of Colorado at Reception No. 950597 (as the same may be amended from time to time, the “**Declaration**”). Capitalized terms used but not defined in this document shall have the meaning given to such terms in the Declaration.

(B) Pursuant to the Declaration, the Board of Directors of the Association has, among other rights, the right to promulgate and adopt rules and regulations (including, without limitation, these Rules and Regulations) governing use of the property subject to the Declaration, and to enforce compliance with the same by each Owner.

**ARTICLE 1
GENERAL**

1.1 These Rules and Regulations are effective as of the Effective Date.

1.2 The Association shall provide each Owner with a copy of these Rules and Regulations at the time of the closing of the transaction pursuant to which such Owner purchases real property in the Community (in each case, a “**Unit**”).

1.3 These Rules and Regulations shall apply to the Owners and their tenants, agents, employees, customers, contractors, licensees, guests or invitees (collectively, “**Permittees**”). Each Owner is responsible for ensuring that its Permittees know, understand, and abide by these Rules and Regulations.

**ARTICLE 2
RULES**

2.1 Parking. Except in connection with the construction, maintenance or repair of the Community by Declarant or the Association, deliveries, or temporary loading and unloading,

commercial vehicles and trailers are not permitted in the Community. Recreational vehicles, campers and boats are not permitted anywhere in the Community. Illegally parked vehicles, derelict and abandoned vehicles, and vehicles parked in unauthorized spaces or in authorized spaces at unauthorized times at the Community may be fined, towed or booted by the Association at the vehicle owner's expense or the expense of the Owner whose Permittee is responsible for the vehicle, with or without notice.

2.2 Odors. No noxious or offensive odors shall be allowed to emanate from any Unit.

2.3 Pets. No animals, livestock, insects, rodents, poultry, reptiles, birds or other pets or animals may be kept, bred or maintained upon any Lot, except that not more than three domesticated animals (e.g., two cats and one dog), small birds kept in cages, fish and similar small pets may be kept upon a Lot and transported through the Common Areas in accordance with the Declaration and these Rules. Pets shall be on leashes at all times that they are outside of the Lot. An Owner, including an Owner whose Permittee brings a pet into the Community, shall immediately pick up any waste created by such pets. The Owners, including an Owner whose Permittee brings a pet into the Community, are responsible for preventing pets from damaging or soiling any landscaping, buildings or property owned by others. Pets may not be tethered to any of the Common Areas. Owners, including an Owner whose Permittee brings a pet into the Community, are fully responsible for all cleaning and repair fees if the Board or the Association's managing agent determines (in its sole discretion) that such pet is responsible for any damage anywhere in the Community. Permittees of the Owners will be permitted to bring pets into the Community so long as they fully comply with all provisions in the Declaration and these Rules and Regulations concerning pets.

2.4 Firearms. The discharge of firearms anywhere in the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the other documents governing the Community, the Association shall not be obligated to take any action to enforce this Section 2.4 and shall have no liability whatsoever in connection therewith.

2.5 Grills and Smokers. Owners and Permittees may only use electric grills, electric smokers or propane barbecue or smoker equipment with tanks less than 2.5 lbs., provided however, that any propane operated barbecue or smoker must be pulled away at least 10 feet from the Townhome or any other combustible structure (including fences) when in use. No charcoal, wood pellet (such as a Traeger or similar brand) or other similar type of open flame barbecue or smoker is permitted anywhere in the Community. Notwithstanding the foregoing, the Association shall have, and is hereby given, the right and authority to determine in its reasonable discretion that the use of barbecue or smoker equipment by a particular Owner or Permittee, as otherwise allowed herein, is nonetheless creating a nuisance to other Owners or Permittees, or creates a fire hazard, and prohibit the use of such barbecue or smoker equipment by such Owner or Permittee.

2.6 Trash. All trash, refuse or recycling receptacles owned and maintained by an Owner or Permittee inside shall remain inside their own garage, except on a trash and/or recycling collection day. Trash and recycling receptacles may be taken to the curb the evening prior to

trash and/or recycling collection day and shall be returned to the garage on the evening of collection day.

2.7 Hazardous Materials. The storage of oil, gas, or other flammable or hazardous material that may unreasonably jeopardize the safety and welfare of any person or property shall not be permitted in the Community; provided, however, that cleaning, maintenance, and supplies, together with temporary storage of paint in connection with construction activity, all in commercially reasonable quantities and used in accordance with law, shall be allowed.

2.8 Deliveries. All deliveries and moving of furniture, fixtures, equipment and other personal property to and from the Units shall occur between the hours of 6:00 a.m. and 10:00 p.m. and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or their Permittees.

2.9 Storage. No part of the Common Areas shall be used by any Owner for storage, vehicle repair, construction or any other purpose not specifically allowed under the Declaration unless written permission for such use is given by the Board. If, in the judgment of the Board, any item must be removed from a Common Area because it is a violation of this rule, the Owner responsible for said item shall be charged for the cost of such removal.

2.10 Leases. The Owners may rent or lease their Lots or portions thereof in conformity with requirements set forth in the Declaration, local zoning laws, ordinances and regulations. Leases entered into following recordation of the Declaration shall be in writing and shall state that the lease is subject to the provisions of the governing documents of the Association (the “**Association Documents**”) and that failure by lessee to comply with the terms of the Association Documents shall be considered default under the lease.

2.11 Compliance with Laws. No person shall do or permit anything to be done within the Property, or bring or keep anything therein which would conflict with health and safety laws or with any rules of the Association, or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over any portion of the Community.

2.12 Complaints. Complaints regarding the management of the Common Areas or regarding actions of another Owner or Permittee shall be made in writing to the Board, or the management company, as applicable.

ARTICLE 3 **AMENDMENT**

3.1 Amendment of Rules and Regulations. The Declaration and § 302 of CCIOA give the Board the authority to adopt and/or amend rules and regulations, so long as they are not in conflict with CCIOA, the Declaration, the Bylaws or the Responsible Governance Policies. The Board reserves the right to amend these Rules and Regulations, as may be required from time to time, without the consent of the Owners. All such amendments shall be binding as all other rules and regulations previously adopted. Prior to the adoption of or amendment to any rules and regulations, the Owners shall be provided written notice of the time and place the Board of

Directors will consider adoption of such rules and regulations (or amendment thereto) along with the text of the proposed rules and regulations, so that Owners will have a reasonable opportunity to be heard or to furnish their input.