

**RULES & INFORMATION ON USING OUTDOOR GRILLS FOR
CONDOMINIUM HOMEOWNERS ASSOCIATION OF
KISSING CAMELS TOWNHOMES
AS OF MARCH 24, 2021**

COLORADO SPRINGS FIRE CODE 308.1.4

- Open-flame cooking devices – Charcoal and solid-fuel burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet of combustible construction (includes porches, decks, your home, a tree, a bush, a fence). Solid-fuel includes wood, smoked wood chips, and pellets, per Colorado Springs Fire & Life Safety Educator Angela Bird with the Fire Marshall's Office.
- This section states that in the city of Colorado Springs, residents of apartment and condominium complexes need to remember that no charcoal grills and other open flame cooking devices can be used on balconies or within 10 feet of a structure.
- On March 22, 2021, Fire & Safety Educator Angela Bird stated that there has been big confusion regarding the difference between condominiums, apartments, and townhomes. She confirmed that apartments and condominiums are treated the same, as stated above. Ms. Bird also stated that the Department is putting together a new advisory guide, which will be worded in less fire code talk and more people talk, so the differences are more clearly understood and followed. Ms. Bird will be making a presentation at our April Town Hall meeting on fire codes and prevention, as well as wildfire mitigation.

AMENDED AND RESTATED CONDOMINIUM DECLARATION FOR KISSING CAMELS TOWNHOMES

- Article IV – Section 4.6 Nuisances - No noxious or offensive activity shall be allowed to be carried on within the Condominium Project, nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful enjoyment or possession and proper use of the Condominium Project by its residents. **All parts of the Condominium Project shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard to exist. No Unit Owner shall permit any use of his Unit or make use of the Common Elements which will increase the rate of insurance upon the Condominium Project.** The Association may adopt rules and regulations relative to abatement and enjoinder of nuisances.

HOA FARMERS INSURANCE POLICY

- According to Kristyn Cline, our new Farmers Insurance Agent, there are no longer “habitational guidelines,” as such. However, she stated that Farmers Insurance does not insure BBQ grills with charcoal, based on the same Colorado Springs Fire Department code, as set forth above.
- This would also include open flames such as fire pits.
- Our HOA insurance can be automatically canceled, if we do not follow and enforce the Fire Code rules. No insurance claims would be paid. Liability for payment of damage and loss would be transferred from the insurance company to the homeowner responsible for the noncompliance.

APPLICABILITY TO RENTAL UNITS - HOMEOWNERS LEASING UNITS, TENANTS, AND LEASING AGENTS

Second Amendment to Amended and Restated Condominium Declaration for Kissing Camels Townhomes - Leasing Recitals:

4.2 (c) (2) Leasing Provisions (2) General – “The Owner must provide the tenant copies of the Declaration, Bylaws, and Association Rules and Regulations, and the signed lease agreement shall provide an addendum stating that the Owner has done so.”

4.2 (c) (3) Compliance with Declarations, Bylaws, and Rules and Regulations (i) – “Lessee agrees to be personally obligated for the payment of any assessments of other charges against the Owner which become due as a consequence of the leasee’s activities, including but not limited to, activities which violate provisions of the Declaration, the Bylaws, or the Rules and Regulations, or damage to any Common Area elements. The above provisions shall not be construed to release the Owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.”

4.2 (c)(3)(iii) -....”Leasee acknowledges that the violation by leasee or any occupant living with lessee of any provision of the Declaration, Bylaws, or Rules and Regulations shall constitute a default under this lease. Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws, and the Rules and Regulations, and is solely responsible for all violations and losses caused by such occupants....**Any violation of the Declaration, Bylaws, or Rules and Regulations by leasee or any occupant is deemed to be a violation of the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Colorado law....**

Example of a Recent Lease Agreement Statement - Paragraph 20 states “Tenant agrees to abide by all restrictive covenants, HOA Bylaws and Rules and Regs, Environmental laws and Zoning laws pertaining to the property. Tenant agrees to be responsible for any hazardous waste caused by the Tenant. Tenant must abide by all county and Federal laws. There will be no activity that will cause loss of insurability of the property.” [Needs to be amended to include local city laws.]

MONETARY FINES AND COMPLIANCE ASSESSMENTS FOR VIOLATIONS AND NONCOMPLIANCE

Second Amended By-Laws of Condominium Homeowners Association of Kissing Camels Townhomes – Section 4-3 - Other Powers and Duties:

4-3-1 - The Board of Directors shall be empowered to administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions as set forth in the Declaration referred to in Section 1-1.

To ensure the safety and well-being of our homeowners and tenants, monetary fines may be imposed in order to deter violations and compel compliance. In addition. Compliance Assessments may be levied against an individual homeowner to reimburse the HOA for its costs incurred in repairing damage to the common area caused by the homeowner, their guest, or their tenant.