

Cobblestone at Cheyenne Mountain Ranch, Inc.
February 2011

INTRODUCTION	2
ASSOCIATION STRUCTURE	3
<i>Board of Directors</i>	
<i>Board Meetings</i>	
<i>Architectural Control Committee</i>	
EXTERIORS	4-6
<i>Porches / Patios/ Decks</i>	
<i>Common Areas/Building Exteriors</i>	
MAINTENANCE	6-9
<i>Association Responsibility</i>	
<i>Owner Responsibility</i>	
<i>Garage Doors / Emergencies</i>	
MISCELLANEOUS	9-12
<i>Nuisances, Bright Lights, Loud Noise</i>	
<i>Soliciting / Flyers / Advertisements</i>	
<i>Trash Service</i>	
<i>Lease-Rentals / Light Fixtures</i>	
<i>Antennae / Satellite Dish / OTARD</i>	
<i>Mailboxes / Quiet Hours / Pest Control</i>	
<i>Home Business / Misc.</i>	
PARKING & VEHICLES	12-14
<i>Trucks / Speed / Vehicles</i>	
<i>Garages</i>	
PETS	14-15
<i>General / Owner Duties</i>	
INSURANCE & SECURITY	15
SIGNS & OTHER DISPLAYS	15-16
<i>For Sale / For Rent</i>	
<i>Political / Security-Alarm / Flags</i>	
SWIMMING POOL	16-17
<i>Owner Responsibility</i>	
ENFORCEMENT PROCEDURES	18-20
ASSESSMENTS / COLLECTIONS	20-24
GENERAL PROVISIONS	24-25
PROPERTY MANAGEMENT	25
ATTACHMENTS	26-29

*The Homeowners Association of
Cobblestone at Cheyenne Mountain Ranch, Inc.*

RULES AND REGULATIONS

February 2011

**These Rules & Regulations dated February 2011
supersede any and all previous Rules and Regulations
to include Rules dated July 2007 & November 2008 & October 2009**

NOTE:

The governing documents of the Association are the Declaration of Covenants, Conditions and Restrictions for The Homeowners Association of Cobblestone at Cheyenne Mountain Ranch recorded in Book 3171 at Page 503 of the El Paso County records (“CC&R’s”), the Articles of Incorporation, the Bylaws and these Rules and Regulations hereinafter referred to as the governing documents. In the event of conflict between these documents, the CC&R’s shall prevail followed by the Bylaws. Buyers should read and review all governing documents prior to signing any contract or closing upon ownership of a Lot or Dwelling Unit.

Please be reminded this document highlights many of the common issues that surface, but is by no means exhaustive. These Rules and Regulations are not comprehensive and are intended to supplement and or enhance the CC&R’s and Bylaws. The Board may adopt individual Rules and Regulations at particular times and amend these Rules and Regulations from time to time. For clarification, fuller explanation or additional information, owners and tenants should refer to the CC&R’s and the Bylaws. Copies of all governing documents are available from the Property Manager.

INTRODUCTION

Acting on the authority granted by the Board of Directors (the “Board”) of The Homeowners Association of Cobblestone at Cheyenne Mountain Ranch, Inc., a Colorado non-profit corporation, (the “Association”) is empowered by the Articles of Incorporation, Article IV, Sections D, F and I and the Colorado Common Interest Ownership Act in 38-33.3-302(1)(a) to adopt and enforce such rules and regulations as it deems advisable for the operation, control, and clarification of the Articles of Incorporation, Bylaws and CC&R’s. The Board of Directors is publishing this booklet with two purposes in mind:

1. To provide a set of guidelines that will address issues, which may not be not specifically detailed in the “CC&Rs” and to present those and other guidelines in a clearer, more concise manner.
2. To ensure all owners and residents are aware of the Association’s policies and procedures and information.

I. ASSOCIATION STRUCTURE

A. Board of Directors

*Articles of Incorporation, Article V. A.
Bylaws, Article IV., Section 1 & 2*

The Association is a non-profit corporation, which is governed by its Board of Directors. The Board is a volunteer group of homeowners who meet on a regular basis to conduct the business of the Association; that is, to exercise discretion, reasonable efforts and reasonable business judgment standards, to keep up maintenance and repairs as needed, to take steps to ensure all contractors are honoring their service agreements, and to ensure that violations of the governing documents are corrected. Directors are elected during regular annual meetings by a vote of homeowners or are appointed to the Board to fill vacancies. Appointments to fill vacated positions will remain in place for that term. All board members terms are for three (3) years. Officers are elected by the Board and serve a one (1) year term.

B. Board Meetings

Bylaws, Article V

The Board meets with the Management Company and other contracted representative(s) on a regular basis. All owners are welcome at the meetings to observe and/or present concerns during the agenda item allowing such concerns. If an owner wishes to discuss an issue at a meeting, he should notify the Property Manager, in writing, at least 10-days prior to the meeting so that said item can be placed on the agenda. The Board will limit the time allowed for any one speaker to hold the floor. The Association's governance policies shall govern meeting procedures.

C. Architectural Control Committee (ACC) - Actions Requiring Board Approval

CC&R's, Article VIII

Owners must obtain written approval prior to making any exterior modifications or beginning any work. To obtain approval, owners must write a letter detailing their request and submit it with a \$100.00 deposit, which may be in the form of a personal check made payable to the Association, with all documents sent to Z & R. Owners are responsible for obtaining a receipt indicating the date on which they submitted their request. The ACC shall approve or deny all submissions within thirty (30) days from the submission date unless more time is required.

Examples of this would be the installation and location of central air conditioning equipment, a new screen door, window or door replacements, back patio fencing or privacy walls or any event that alters the exterior of the Building or changing of the grounds (removal of sod, attaching or drilling into the siding/trim). If you are unsure about any item or request, it is your responsibility to contact the ACC. Once work has been completed, owners are required to notify the ACC of completion. Work should be completed in 30 days unless special circumstances occur. An inspection of the work will then be accomplished. Failure to obtain prior written permission may result in a \$100.00 or higher amount assessment fine being levied. Additionally, failure to notify the ACC of completed work to be inspected may also result in an assessment fine in an amount to be determined and forfeiture of the \$100.00 deposit.

The Owner is responsible for obtaining any building permits and inspections as may be required by the City.

II. EXTERIORS

A. Appearance

Residents must keep their patios and yards neat, clean and free from debris. This includes, but is not limited to, immediate pickup and removal of animal excrement. Storage of personal items on walkways, graveled areas, porches, decks or patios is prohibited, except as otherwise permitted below. No trashcans are permitted in these areas. No lighting is permitted to be installed on the outside of the Dwelling Unit or in the Common Area, without the written permission of the ACC. Such lighting includes (but is not limited to) all types of perimeter lights, luminaries, strings of mini-lights, etc. Owners are responsible for contacting the Property manager if they are uncertain about any item.

B. Bicycles

Bicycles must be stored inside the Dwelling Unit, in a Garage or on a rear patio area and be in serviceable and working condition. They are not permitted to be stored on a front porch or anywhere in the Common Areas.

C. Prohibited Items

1. Items strictly prohibited include, but are not limited to, any condition deemed to be unsightly, that creates a liability or monetary cost to the Association, that endangers the health or safety of the residents of the community, that poses a fire hazard or produces any noxious or offensive odors, and the storage of any item(s) that may attract insects or other parasitic infestation, as determined by the Board.
2. Awnings, shutters, sunshades, window coverings, or other projections that are attached to an exterior wall or building surface must be of a type and coloration approved by ACC.
3. Personal possessions, such as tools, toys, recreational equipment, strollers and other similar items, must be stored in Garages or Dwelling Units.

D. Permitted Items

1. **Front Porches:** the only items permitted to be placed or installed are one (1) sitting bench or one (1) to two (2) patio chairs, an accent table, and (2) labeled dairy boxes, a reasonable number of flowerpots and bird feeders as long as they are not attached to the siding surfaces and are kept in a clean and attractive manner. All flowerpots must be placed on the front porch or adjacent to the front entry on concrete; none are allowed on the steps for safety. Flowerpots are allowed on the rock border areas around the residence during the growing season (April 1st to November 1st, each year) and must be removed and stored inside the Dwelling Unit, Garage or rear patio area in a neat appearance during the winter unless permission is granted by the ACC to leave the flowerpots in place. In the winter months, a snow shovel and broom may be stored on the patio.
2. **Back Patios/Decks:** Only one (1) propane, electric or hybrid (gas/charcoal) barbeque grills is permitted per Dwelling Unit. No charcoal grill, wood fueled stove, smoker or other similar cooking apparatus may be placed or used on any patio, balcony, stoop or deck. These forms of cooking apparatus [charcoal grills, smokers, fryers, etc.], are strictly prohibited. Owners are discouraged from utilizing any device that emits an open flame, even with a spark arrestor. Anything that could pose a hazard or attract insects is strictly prohibited.

3. The only other items permitted are bird feeders as long as they are not attached to the siding surfaces and are kept in a clean and attractive manner, one (1) storage container, suitable for outside use, no larger than 60 inches wide by 24 inches deep by 24 inches high (60"x24"Dx24"H) sitting on the concrete or within the confines of the deck only, that is used to store personal items such as recreational equipment, furniture pads, etc. The containers must be neutral in color. All patio furniture must be specifically designed for outdoor use and be in serviceable condition and present an uncluttered appearance. Flowerpots are allowed on the rock border areas around the residence during the growing season (April 1st to November 1st, each year) and must be removed and stored inside the Dwelling Unit, Garage or rear patio area in a neat appearance during the winter unless permission is granted by the ACC to leave the flowerpots in place. Dead growth must be cleaned out of pots/containers at the end of the growing season (November 1st at the latest). In the winter months, a snow shovel and broom may be stored on the patio.
4. **General:**

The Board of Directors and ACC will use its discretion and have final say what number of flowerpots, personal property, decorations, etc., are reasonable. Any pots/containers are to be confined to the front or rear concrete pads of the Units; placement is allowed on or along the sides of homes in the rocks during the growing season only. NOTE: the rock borders around each home are Association property. Residents may NOT plant in the Common Area to include grass or gravel areas unless given permission by the ACC. Holiday decorations shall be removed within two (2) weeks after each holiday. Small enclosures or "niches" in front of Betsy Ross models are to be kept clear unless written permission from the ACC is obtained for specific items. Owners with homes in Phase IV may plant the area between driveways with annuals or perennial flowers or they may place up to six (6) one 1-gallon pots on the rocks.

III. COMMON AREAS/BUILDING EXTERIORS

CC&R's, Article I, Section 5 & Article VII, Section 15

Common Area shall mean that property, which constitutes the Properties herein described and defined, together with all facilities and improvements placed thereon, and any and all interest which the Association may acquire in adjacent lands, any easements granted to the Association and the Owners and, in general, all apparatus and installations existing for common use, including Parking Areas and all other parts of the Properties necessary or convenient to its existence, maintenance, and safety ..."

A. Personal possessions

Personal possessions (stereos, tools, patio furniture, tents, recreational equipment, BBQ grills, etc.) must not be left in the Common Area, Parking Areas, streets or sidewalks. When not in use, all articles must be stored inside the Dwelling Unit or Garage. The Association disclaims any and all liability for any article left in all of these areas or any resulting injury.

B. Recreational Activities

Recreational games and sports, motorized scooters, pocket bikes, mopeds, battery operated toys; rollerblades, skateboards, playing street hockey, etc. are prohibited. Owners are encouraged to utilize off-site facilities or city parks.

C. Structures

Residents and guests are not permitted to climb/walk on roofs, garages, dumpsters, fences or retaining walls, or any other Common Area or Dwelling Unit Exterior.

D. Property Damage

1. Owners are responsible for any damage to any property (landscaped areas, structures, & sprinkler apparatus, etc.) or injury to guests, tenants, etc., due to their own actions or actions of their family members, residents, guests, or pets, etc. The Association disclaims any and all liability for any such activities conducted in the community.
2. Owners, tenants, guests, and their family members are not allowed to engage in activities, recreational or otherwise, so close to the buildings or parked vehicles as to create a danger to the structure/vehicle or cause damage to Common Areas, Dwelling Unit Exteriors or personal property.

E. Association Contractor Involvement / Interference

Owners are not to contact, instruct, order or otherwise direct Association contractors while in the performance of their duties on property. If an owner needs to report a work order or has a question or concern for a particular project, you must contact the Property Manager for assistance. Owners will be subject to the Enforcement Procedures for violations of this provision.

IV. MAINTENANCE

This shall provide a summary of the division of maintenance responsibility for common maintenance items between the Association and the Owners. To determine the maintenance responsibility for items not listed here, please refer to the CC&R's.

A. Association Responsibilities

CC&R's, Article X, Section 1 & Article XII, Sections 1-6

The Association shall provide the following maintenance:

1. Maintain, repair and replace the Common Area (including asphalt surfaces, Parking Areas, sidewalk, landscaping, recreational facilities, trash enclosures, lighting, etc.)
2. Maintain, repair and replace the Dwelling Unit Exteriors (roof, foundation, steps, footings, patios, fences, balconies and outer surfaces of the exterior walls of Dwelling Units). The Association will only maintain items that are unaltered or original for fences, cement front and rear patios, concrete steps and stoops, and rear upper decks. If an Owner makes changes or alters an item from original construction such as a patio, fence or balcony, that Owner accepts all future maintenance and replacement responsibilities.
3. Maintain, repair and replace Garage exterior surfaces (except Garage doors, the outer framing components of the door, any openers or related hardware.) The garage light fixture and light bulb are maintained by the Association;
4. Maintain, repair and replace exterior utilities serving more than one Dwelling Unit;
5. Paint and resurface Dwelling Unit Exteriors and Garage Exteriors;
6. Landscaping around Dwelling Unit Exteriors that is Common Area;

7. Maintain, repair and replace window wells, provided that the Owner is responsible for any type of cover, regular cleaning of the well area and installation and maintenance of a ladder. Owners are encouraged to install covers to prevent water and animal intrusion. Covers must be submitted to and approved by the ACC prior to installation.

Interior Damage from Exterior Leak: The individual homeowner is responsible for repairs, replacement and maintenance of the interior of their Dwelling Unit. Interior repair shall include but not be limited to, the repair of any damage resulting from window or other exterior or ground leaks or the intrusion of water through the foundation or floor cold joint at the footer.

If the Association is performing maintenance, repair or emergency replacement of the Common Area or Dwelling Unit Exterior and damage is sustained, any interior repairs shall be an expense of the Association. The Association will promptly repair the exterior problem after receiving actual notice of same. NOTE: the Association will perform interior repairs resulting from roofing system and/or chimney leaks.

B. Owner Responsibility

CC&R's, Article XII, Sections 1-2, Article IV, Section 1-3

Owners are responsible for the following:

1. Maintain, repair and replace all portions of the Dwelling Unit/Dwelling Unit Exterior/Garage where that responsibility is not shifted to the Association, including:

- A. The interior of the Dwelling Unit;
- B. Glass surfaces (including cleaning), all windows, casings, locks and related hardware, all framing and window screens;
- C. All entry doors, front/rear, framing, related hardware, all storm/screen doors;
- D. Garage doors (except painting of the exterior of the door, body and trim by the Association), including garage door openers and related hardware;
- E. Structural components of the Dwelling Unit;
- F. All pipes, lines, ducts, conduits, or other apparatus serving only the Dwelling Unit, located on the Lot; Any fireplace in the Dwelling Unit;
- G. All communications, television, telephone, cable and electrical systems, fuse panel, electrical receptacles and outlets serving only the Dwelling Unit,
- H. Garage light fixture and light bulb are maintained by the Association;
- I. Garage interior light fixtures, outlets, garage door openers, etc., are the Owners responsibility;
- J. Front and rear light fixtures on the home, including the bulbs;
- K. The Owner is responsible to repair/maintain and or replace any item on the exterior of the home which has been altered from original construction such as a patio, fence, balcony or deck. NOTE: the synthetic rear decks are the Association's responsibility.

In addition, each Lot Owner shall have the responsibility:

- A. To keep the Dwelling Unit in a neat, clean and sanitary condition.
- B. To perform his or her responsibility in such manner so as not to unreasonably disturbs other persons in other Dwelling Units.
- C. To promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible.

To ensure aesthetic consistency, any repair or replacement work must be approved by the ACC prior to commencing. Only Association approved replacement garage doors are authorized.

2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners in accordance with the Declaration. This applies to but is not limited to, home interior walls, back patio fencing and garage separating walls.

3. Windows & Doors

a. Windows & Doors – Frames:

Owners have the responsibility of replacing all windows and doors, including the frames and hardware. The approval of ACC must be obtained prior to any replacements. The Association will paint the wood trim areas on the exterior surfaces periodically as determined by the Association.

b. Windows – Glass:

When being replaced, the windows must match the existing dimensions and style (e.g., the crossbar/grid design and style of opening [double hung/sliding]). The approval of ACC must be obtained prior to any replacements.

c. Window coverings:

The only permitted coverings are curtains, drapes, blinds or interior shutters. Window quilts, towels, tinfoil, sunshades or other screenings are not permitted as window coverings.

4. Air Conditioners:

a. Installation

Temporary air conditioners (e.g., window mountable units) or similar appliances such as evaporative (swamp) coolers may be permitted under special approval conditions. Central air conditioners installed on the ground immediately next to the residence are permitted as well as interior window mount units that do not extend outwards from the screen. All owners must have written ACC permission prior to installation.

b. Operation

All central air conditioners (or similar appliances) and any related fixtures are to be maintained in an attractive, clean, quiet, and safe condition. Any air conditioner or similar appliance, which is creating an annoying condition as determined by the Association, will be repaired, replaced, or removed at the owner's expense, following notice and an opportunity to repair. Any loss, damage, or expense incurred from their operation will be the sole liability of the owner.

8. Screen/Storm Doors: Must be submitted to the ACC prior to installation.

9. Water Intrusion: Each Owner shall be solely responsible for any water intrusion or infiltration into the Dwelling Unit or other improvements located upon his Dwelling Unit, including the basement from any source of water entry from underground pipes. The Owner's liability shall include, but not be limited to, any water extraction, installation of interior drainage systems, and maintenance and repair of sump pumps. Each Owner shall be solely responsible for any consequential damage to any part of the Dwelling Unit, any carpeting or other personal property therein.

10. Garage Doors: As noted above, the garage door is the responsibility of the owner for maintenance and replacement, which includes the side trim/framing, tracks, door opener and any related hardware. Owners must clean the exterior surfaces as needed so the door is aesthetically pleasing and be in good physical/working condition. Owners are responsible for maintaining any electrical outlets and divider partition walls in the garage. The Association may request the replacement of the garage door due to deterioration, damage or being unsightly as determined by the Board. If an owner fails to maintain a garage door system, the Association will notify the owner and provide a thirty (30) day period where all work must be completed. Any work performed by the Association will be billed directly to the owner. To ensure aesthetic consistency, any repair or replacement work must be approved by the ACC prior to commencing.

11. Emergency Response & Repairs: In the event there is an emergency in your Unit, (loss of water, electricity, gas, sewer backup, etc.), each owner is to contact a service provider to respond and initially investigate the cause. Owners are also responsible to contact Colorado Springs Utilities to inquire about utility concerns, 448-4800. If it were determined that the cause of the emergency lies within the confines of that Lot or extension of utilities, that owner would be responsible for effecting repairs. An example would be in the event of a sewer line backup, if the blockage was found to be within the boundary of the Lot or the block was in the service line for the home prior to the "main" line at the street, that owner would be responsible for the repairs. If the blockage were found to be outside the confines of the Lot or extension of utilities, in an area for which the Association is responsible, the Association would reimburse the cost of the service provider to repair the cause of the blockage in the Association's maintenance area. The Association would be responsible for reimbursing the Owner for the cost of any repairs to the interior of the Dwelling Unit or other areas for which the Owner is responsible if the damages resulted from a backup in the Common Area.

V. MISCELLANEOUS

A. Nuisances - Bright Lights/Loud Noises

No noxious or offensive activity shall be carried on nor shall anything be done or placed which is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. The Board shall exercise sole discretion in determining whether a noise is unreasonably loud or if a light is unreasonably bright. No activities shall be conducted on the Properties and on improvements constructed on the Properties, which are or might be unsafe, hazardous or cause annoyance to any person or property - no firearms shall be discharged, no open fires shall be permitted on the property, no foul or obscene language, no domestic disturbances and no fireworks.

No light shall be emitted from any Dwelling Unit/Lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Dwelling Unit/Lot or automobile which is unreasonably loud or annoying; and no odors shall be emitted from any Dwelling Unit/Lot that are noxious or offensive to others. Examples of some activities, but not limited to, that would be considered a nuisance or offensive would be parties or gatherings inside or outside during quiet hours, domestic disturbances, loud car stereos, any event which would disturb any owners' right to quiet enjoyment of their home, performing work in a garage, etc.

B. Soliciting / Flyer Distribution / Advertisement

No forms of solicitation and/or advertisement are allowed to be distributed or displayed within the community. This includes home businesses. (For Sale/Rent Rules: see Section IX, A).

C. Trash Service

Present contracts provide: Phases I, II, and III – trash is collected on Tuesday and Friday. Phase IV trash is collected on Monday. If a holiday falls on the normal pickup day, the pickup may be delayed one day. Trash is not to be kept on porches/patios/decks at any time. No hazardous materials, including vehicle batteries, oil, parts, more significant landscaping debris, furniture or other items too large or too heavy for pick-up shall be disposed of in refuse containers. All trash is to be available for pickup by 7:00 a.m. on the days of pickup. If you have oversized items, please call the Property Manager for a special pick-up and billing. Any trash left outside the dumpster enclosure that is identified may result in assessment fines. **NOTE:** owners are not permitted to have roll-off or drop dumpsters, or PODS/Mobile Mini type storage units left in a parking space or driveway for storage or personal use. These units are only permitted for construction use but must be approved prior by the ACC.

D. Lease / Rental

CC&R's, Article IV, Section 3

Only an entire Dwelling Unit may be leased. The owner is responsible for advising the Association of the owner's off site address and for providing a copy of the lease, including a copy of the Association's Addendum's within 10 days of the date a lease is executed. In the event an Owner did not supply the above noted information, that owner will be subject to assessment fines. The owner is responsible for ensuring that the tenant(s) complies with all the terms of these Rules, the Addendum's A & B and the CC&R's. The owner shall provide all tenants(s) with copies of the Rules and Regulations and the CC&R's and inform said tenant(s) that all of these rules and restrictions are enforceable against tenants.

Any lease agreement shall provide that the terms shall be subject in all respects to the provisions of the CC&R's and Addendum's, and that any failure by the tenant to comply with the terms shall be a default under the lease and may be grounds for the Association to impose separate fines and/or to enforce the lease and to impose separate fines and/or evict a tenant. No Dwelling Unit shall be leased for less than twelve (12) months. Short term and hotel type leases and subletting are not allowed. After the completion of a full 1-year term lease, the current resident may rent on a month-to-month option.

For any Unit being leased or any lease renewal occurring after the effective date of this Rule, Owners must attach to the Primary Lease a copy of Addendum's A & B, signed by both the Owner and the Tenant. Owners may include in the Primary Lease any provisions they desire, provided such provisions do not contradict with the Addendum's A & B, Declaration, Rules or other governing documents of the Association, or applicable law or public policy. **NOTE: SEE LEASE ADDENDUM ATTACHEMENTS A & B.**

E. Porch/Patio/Deck Lights

If owners would like a photocell or motion detector light, they may install a sensor or replace the fixture at their own expense after receiving ACC approval. The fixture must match the existing style. Floodlights with motion sensors shall be affixed so that the light does not shine in the street or become activated by vehicle traffic. All requests to replace light fixtures must first be submitted, reviewed and approved by the ACC.

F. Antenna / Satellite Dish

The mounting location must be approved by the ACC prior to its installation. The installation with Association approval is permitted. Please contact the Property Management Company for further information.

G. Mailboxes

Mailboxes are the property of the United States Post Office. For information regarding keys, problems with locks, etc., please call the main post office (570-5484). They can direct you to the proper substation that handles your individual box. Owners and residents are not permitted to attach any signs, displays or advertisements on the mail box units.

H. Quiet Hours

Quiet hours are from **10 p.m. through 8 a.m. At all times**, residents shall take care to not make noise that would reasonably disturb their neighbors. Residents shall take particular care during the quiet hours. Any resident observing a violation of this rule at any time is encouraged to call the Colorado Springs Police noise complaint line to file a noise complaint in addition to filing a written complaint with the property management.

I. Pest Control

Is provided in the Common Areas and for the exterior of the structure for treatment and/or removal of nuisance, biting or stinging insects/animals including bees, hornets, wasps, skunks, snakes, squirrels and mice. For any animal or insect not specifically listed, the Board will use its discretion on a case-by-case basis and decide if the removal/treatment it is covered by the Association. The Association will provide dead animal removal from the Common Areas.

J. Home or Other Business

Home businesses which are incidental to the residential use are permitted to the extent they do not: 1) Violate any Federal or State law or any other ordinance of the City of Colorado Springs, 2) Violate any provision of the governing documents of this homeowner's association and these Rules and Regulations, 3) Create a nuisance to the immediate neighbors, specifically or the community in general, 4) Involve use of any guest parking space(s), even temporarily, such as dropping off or picking up clients, patrons, patients, customers or students, 5) Receive deliveries on any product(s) for resale, including but not limited to Tupperware, Party Lite etc., 6) Engage in day care activities having more than one child that is not related, regardless of age and 7) Engage in repair or restoration services, like wood working, automotive, motorcycles, etc.

K. Garage / Estate Sales

Due to the limitations of parking, displays of signage and concerns for security, owners must submit a request for a sale event that will be considered by the Board of Directors.

L. Fire Wood Storage

Fire wood must be located in the rear patio area and be stacked a minimum of six (6") inches from the exterior siding/trim. Wood is recommended to be stored in a designated holder. ACC approval is not required for the storage of wood.

M. Yard Ornaments

Yard ornaments, including but not limited to, birdbaths, birdhouses, fountains, sculptures, statues, flags and banners, etc. require ACC approval. Location of yard ornaments in the grass portion of the lawn is not permitted.

N. Living with Wildlife

Living in a foothills environment also creates an appropriate need for caution where wildlife is concerned. It is a violation to feed and/or harass wildlife. Any persons caught doing this will be subject to State, City and Association penalties. The State fine for a dog harassing wildlife is \$274. Colorado considers big game animals as state property valued at \$500 for a deer, \$700 for an elk and \$1,000 for a bighorn sheep. That means pet owners could be billed for any wildlife injured or killed by their dog. Colorado law also allows any peace officer to capture or kill a dog that is caught chasing wildlife. Under Colorado law, intentionally feeding big game animals is illegal. The prohibition applies to deer, elk, antelope, mountain goats, bighorn sheep, mountain lions and bears. Violators face a \$50 State fine. Please visit the Colorado Division of Wildlife's web page, (<http://wildlife.state.co.us/>).

VI. PARKING AND VEHICLES

CC&R's, Article IV, 4 & 5, & CC&R's, Article VII, Section 12

A. Parking

Vehicles must be parked in a designated parking space, driveway or garage area. No owner shall use the street, the driveways, visitor parking areas or overflow parking areas for storage of a vehicle of any kind. No vehicle of any type shall be parked in the confines of the complex for the purpose of accomplishing repairs or reconstruction thereto except for emergency repairs and then only to enable the movement of the vehicle. Any vehicle parked in a fire lane, in a designated no parking area, blocking a parking space, garage or driveway in violation of the CC&R's and Rules and Regulations, or constituting a threat to the safety of the community may be immediately towed as provided by law, without further notice. Vehicle owners assume the risk and shall be liable for all fines, towing, and attorneys fees incurred in any violation without liability to the Association. **Parking spaces marked "guest" are for the exclusive use of guests and are not to be used by owners/residents.**

B. Recreational Vehicles / Commercial / Other

Pickup trucks are not permitted to be parked in the open Parking Areas of the community, any space whether it's assigned, guest or open. **See Item C below.** No commercial type of vehicle, trucks, motorcycles, towed trailers, or recreational vehicles shall be stored or parked within the confines of the community except in a garage. A recreational vehicle shall include motor homes, motor coaches, buses, and pickup trucks with camper tops or similar accessories, camping trailers or trailers of any kind. Trailers, boats, motor homes and commercial vehicles may only be parked temporary (not to exceed a twenty-four [24] hour period) for loading/unloading, deliveries or emergencies.

All vehicles must display current registration and be in operable condition (tires must not be flat, all glass in place, no leaking fluids, be able to be moved under its own power, etc.). Any vehicle not moved under its own power for a period of five (5) days may be considered abandoned and will be reviewed for any conditions listed above. If a vehicle is not driven daily, it must be moved off site after five (5) days for a minimum of twenty-four (24) consecutive hours. The Board or its property manager shall make the determination of an unlicensed, inoperative, or unused vehicle in their sole discretion.

C. Trucks

Article VII, Section 12. Parking Areas

“ ... no trucks ... shall be stored or parked on the Common Area, including Parking Areas except in a Garage, nor shall they be parked on any residential street except while engaged in transport to or from a building.” Pick up trucks must be parked within a garage; no parking is permitted in the open Parking Areas. A truck is defined as any vehicle that has a bed for hauling or similar purpose or which is registered and identified by its license plate as being a truck.

D. Speed

Vehicle speeds (including residents, guests, vendors and contractors) shall not exceed 10 m.p.h.

E. Vehicles

All vehicles shall meet local noise requirements; automobiles, motorcycles, scooters or other registered vehicles must have mufflers in good working condition. Vehicles also must be properly maintained and not create a disturbance or annoyance to others. Oil changes, brake replacement, fluid changes or other more involved vehicle repairs are not permitted within the community. Any damage caused to the community by improperly maintained vehicles may be repaired by the Association and billed to the owner of the Dwelling Unit upon providing the owner with notice and 10 days to repair. The number of vehicles permitted in any parking space at any given time is limited to one (1). The parking of a motorcycle or a pick-up truck in a parking space is prohibited. Vehicles used by maintenance personnel in the performance of their duties are permitted.

F. Garages

CC&R's, Article V, Section 2

All garages must be kept sufficiently clear to allow the parking of the proper number of designated vehicles, meaning one (1) car for a single stall garage or two (2) cars for a double stall garage. Garages will not be used as a primary storage area, living areas or for any other activity that would prohibit the parking of the proper number of vehicles. The community parking spaces were designed with the understanding owners must use their garages as a primary parking space first. Accordingly, garage owners must park their vehicle(s) in the garage. All garage doors must remain closed at all times except for ingress/egress. (Exception: the Association owns a single stall garage used for storage.) Any owner wishing to add a partition wall must submit a detailed ACC request for review prior to beginning any work.

VII. PETS

CC&R's, Article VII, Section 8

A. General:

The Association has encountered considerable difficulties with pets, including damage to the Common Area, pets not being picked up after, barking and noise, attacks and dogs running loose on the Common Areas. These Rules and Regulations are necessary for the health, safety, welfare, comfort and property values of the members of the Association. The Board has adopted the following rules and regulations:

- *No pet shall be permitted to run loose anywhere in the community.*
- *No pet shall be permitted to defecate on the walks, driveways, landscape areas, or elsewhere about the buildings and grounds without it being cleaned up immediately.*
- *No pet shall be allowed to damage the grass, trees, shrubs, or any other portion of the Common Area. Owners failing to clean up after their pet and dispose of the feces in the dumpster may be fined on the first offense. No pet shall be permitted to bark, howl, whine or otherwise create any obnoxious sound, odor, or disturbance.*
- *No pet shall be leashed or tethered to any object on the Common Area including, but not limited to trees, mailboxes, lamp posts, shrubbery, utility meters, tether anchors, etc.*
- *No pet shall be leashed on the front porch or patio of a Dwelling Unit unless the owner or other responsible person is present; the leash shall not extend into the Common Area. Pets are permitted in fenced patios or decks provided no inhumane conditions exist and no nuisance is created.*
- *No pet shall be left outside any Dwelling Unit or otherwise left unattended.*
- *All pet(s) must be on a physical leash in the hands of the owner or responsible person. Electronic collars are not considered a leash.*
- *If the Association determines a pet in an unreasonable burden or is a danger to the community because of a bite or attack, excessive barking, wildlife chasing or attacks, noise or other activities, the Association may require the owner of the pet involved take measures to mitigate or eliminate the problem, including permanent removal of the identified pet from the home. If an owner has more than one dog/pet and the individual dog/pet causing the violation can not be determined, the owner may be subject to remove all pets from the home.*
- *No pet(s) shall be kept for the purpose of breeding, boarding, or any other commercial purposes. Other Household Pets may be but are not limited to: dogs, cats, snakes, birds, reptiles, guinea pigs, hamsters, ferrets, gerbils, etc.*

B. Owner's Duties:

The owner of any pet shall assume any and all liability for the pet and its compliance with the governing documents. The owner of a pet hereby releases the Association, its agents and representatives, from any claims regarding such pet and shall indemnify and hold the Association, its agents and representatives, harmless from any and all liability for bites, enforcement of this Rule, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the pet. The owner of a pet shall insure that it is kept in a clean, quiet and controlled condition. An owner of a Dwelling Unit shall advise his guests, occupants or tenants of the governing documents, and any future Rules and Regulations, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any persons dogs or pets from the premises if any violations occur. Any person entering the community shall be deemed to be aware of the governing documents and to agree to comply fully and promptly with these requirements.

VIII. INSURANCE

CC&R's, Article VIII

For questions regarding the Master Policy, please contact the Property Manager. The Association carries a master insurance policy for all of the Units in the complex. Any loss or damage within the Unit should be covered by the Owner's insurance, but to the extent covered by the Association's insurance, the Owner shall be responsible for paying the deductible or any portion of the loss or expense which is not covered by the Association's insurance. The Association strongly recommends that all Owners obtain HO-6 coverage for the Unit with at least \$5,000.00 for "Coverage A-Dwelling" and at least \$5,000.00 for "Loss Assessment".

Owner's Responsibility: Owners are responsible for reviewing the Association's insurance coverage and obtaining such insurance as the Owners are required or may desire to have for their own protection. Nothing in this Rule shall impose any liability upon the Association. In the event any damage is caused by an Owner, his agents, contractors, guests or tenants, that Owner and his/her Unit shall be solely responsible for any portion of the loss or expense which is not covered by the Association's insurance. Please note that the Association does not provide police or security services so each owner is responsible for their own safety, nor is the Association responsible for any personal property belonging to the owner.

IX. SIGNS & OTHER DISPLAYS

CC&R's, Article VII, Section 7

A. For Sale / For Rent Signs

No signs shall be placed in the Common Area, entrances to the community, or any other portions of the community. Two (2) professional real estate "For Sale" or "For Rent" signs are permitted to be displayed with one (1) sign outside the residence adjacent to the front door in the rock border area and one (1) sign inside the residence, displayed in the window of a residence. Open house advertisements are permitted in the front of the subject residence and in the Common Area during the hours of the open house.

B. Political Signs

No forms of political signs may be displayed earlier than forty-five (45 days) prior to election day and seven (7 days) after the election. The Association permits owners/residents to display a maximum of one (1) sign per candidate or issue, with the sign not to exceed thirty-six by forty-eight inches (3'x4'). No signs are allowed in the Common Areas.

C. Security / Alarm Monitoring Signs

The display of a home security system sign, maximum of two (2), may be placed in the ground within two feet of the front/rear entrance doors. Small window stickers/decals are permitted.

D. Construction / Advertisement / Other Signs

“No signs or advertising devices of any nature shall be erected or maintained on any part of the Project without the prior written consent of the Board.” If you are unsure about a sign or request, please contact the Property Manager for more information.

E. Display of the American Flag or Service Flag

The display is permitted but the Association must first approve the size, placement and manner of display. The Flag must be flown in accordance with the Federal Flag Code, P.L. 94-344; 90 STAT. 810; 4 U.S.C. 4 to 10. The pole should not exceed a maximum of 2”-4” diameter base and not exceed 20’ installed height, with a maximum 3’x5’ flag.

X. SWIMMING POOL

The swimming pool is normally open from Memorial Day through Labor Day each year. Depending upon usage, weather and maintenance issues, the pool may be opened earlier or remain open past Labor Day. Use is solely restricted to residents and their accompanied guests. You may not give your Key or PIN access code to other owners/residents. Entry to the pool area shall be through the gate only by means of the lock. Climbing over the fence is strictly forbidden. No lifeguard is on duty at any time. **POOL USE IS AT YOUR OWN RISK.** Failure to observe the following Rules can result in loss of pool privileges and or fines.

Hours of Operation 8:00 a.m. to 10:00 p.m.

- The managing agent, Board members, Committee Members, pool service technicians, grounds maintenance personnel, or any other authorized individual shall have the authority to close the pool at any time due to weather conditions, vandalism, safety considerations, etc. They also have the authority to remove any person for violation of any of the rules.
- **No pets are allowed in the pool area.**
- The entire pool and bathroom areas are **NON SMOKING.**
- Foreign matter or debris will not be thrown into the pool. Reservation of the pool area for private use is not permitted.
- Any obnoxious, disruptive, noisy, intoxicated, or otherwise unwelcome persons will be removed from the pool area.

- Proper swimming attire must be worn in the pool. Shorts, cutoffs and playsuits are not allowed in the pool. Incontinent persons must be diapered and be wearing plastic pants. Any persons violating this rule will be billed all fees to properly clean the pool.
- Bobby pins and hairpins must be removed before using the pool.
- Swimming caps or hair ties are required for any person, male or female, with hair longer than shoulder length. Suntan oil shall be wiped off before entering the pool.
- NO GLASSWARE or glass items in the pool area. Only sound equipment with earphones for personal listening is allowed.
- Persons with infectious diseases, open sores, bandages or recent vaccinations are not allowed in the pool. Large floats, boards, inner tubes and other recreational equipment are not permitted in the pool except small ring type floatation devices used for small children and air mattresses.
- If any person is found in violation of any of the pool rules or is past due on any assessment [dues, fines, late fees, legal fees, etc.] more than thirty (30 days), the Board may suspend the owner's right to use the pool indefinitely or for a period determined by the Board after being given notice.
- Any unauthorized person(s) caught in the swimming pool or pool area will be subject to arrest, prosecution for trespassing and other enforcement actions available to the HOA (which may include fines and permanent revocation).
- Any person(s) caught in the pool before or after hours will be subject to arrest and prosecution for trespassing and the Board may suspend the owner's right to use the pool indefinitely or for a period determined by the Board. Please leave the pool area promptly at closing.
- No bicycles, skates, skateboards or any wheeled vehicles, except wheelchairs or other assistance devices are permitted in the pool area.
- Trash must be deposited in the containers provided.
- NO DIVING of any kind is permitted in the shallow end of the pool. Persons are discouraged from headfirst diving maneuvers in any section of the pool.
- All unnecessary noise, running, jumping, screaming, rough-housing, spitting, undue splashing, diving or jumping into the pool, obscene language or dangerous behavior will not be tolerated at any time in or around the pool area. An adult (any person above the age of 18), parent or guardian must accompany and remain with children under the age of 16.
- A maximum of four (4) guests are allowed, per household. Special permission for more than four (4) may be obtained by calling the managing agent during regular business hours. Guests may not be at the pool without an owner/resident being with them at all times.

XI. ENFORCEMENT PROCEDURES

CC&R's, Article VII, Section 14, & Article XI, Section 3 (e, f)

Anyone observing a violation should notify the management company in writing. For proper documentation, such notification should be provided in writing or by Email and include the name and unit number of the person(s) in violation (if known) and the date, time, and location of the violation. Be sure to include your own name, address and phone number. Reports will be handled confidentially (within reason or unless disclosure is legally required), but the information must be supplied to validate the violation(s) and pursue any legal action when necessary. The following policies and procedures are for covenant and rule enforcement:

1. Enforcement Procedure. The Board shall not impose fines, suspend rights to vote, or suspend rights to use the recreational facilities because of a covenant or rule violation unless and until the Association has sent or delivered written notice to the Owner and/or violator as provided below.

A. Complaint. Any Owner within the community may send the Association a formal, written complaint via either electronic mail or regular mail of a covenant or rule violation, with as much information as is known.

Complaints may also be initiated by the Manager, or any member of the Board of Directors or the Architectural Control Committee. Complaints that cannot be independently verified by a Board member or the Association's management agent must be in writing. The Board shall have no obligation to consider oral complaints or anonymous complaints. The Board shall have the authority to determine whether a written complaint is justified before continuing with the Notice and Hearing Procedure.

B. Notice of Alleged Violation. A Notice of Alleged Violation of any provisions of the Declaration, Bylaws, Rules and Regulations, or Resolutions shall be provided in writing to the applicable Owner as soon as reasonably practicable following the receipt of a complaint or discovery by the Board of such violation. The Board may also, at its option, provide a copy of such notice to any non-Owner violator. The notice shall describe the nature of the violation and the possible fine that may be imposed, the right to request a hearing before the Board to contest the violation or possible fine, and may further state that the Board may seek to protect its rights as they are specified in the governing legal documents. All notices shall be delivered by messenger or sent by regular and/or certified mail.

C. Request for Hearing. If an Owner desires a hearing to challenge or contest any alleged violation and possible fine, or to discuss any mitigating circumstances, the Owner must request such hearing, in writing, prior to the next Board meeting. The Owner will be added to the agenda. If the Owner has been previously notified of the alleged violation, has not corrected the violation, and may have a fine levied against him/her, a hearing date shall automatically be set for the next Board meeting. The Owner shall be notified of the date, time and place of the hearing by regular and/or certified mail. The Owner will also be given the opportunity to submit a written response to the alleged violation. The request for hearing or other written response shall describe the grounds and basis for challenging the alleged violation or the mitigating circumstances. If the owner fails to respond or attend the hearing, the right to a hearing shall be deemed forever waived. The Board shall determine if there was a violation based upon the information available to it, and if so, assess a reasonable fine as set forth in the fine schedule. The Board of Directors shall give written notice of said fine to the applicable Owner.

D. Board of Directors to Conduct Hearing. The Board shall hear and decide cases set for hearing pursuant to the procedures set forth herein. The Board may appoint an officer or other Owner to act as the Presiding Officer at any of the hearings. The Board shall determine whether a violation exists and impose fines.

E. Conflicts. Any Board member who is incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and the Board member shall be disqualified from all proceedings with regard to the hearing.

If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer may appoint an Association member, in good standing, to serve as a voting member of the hearing board.

F. Hearing. The Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall establish a quorum, explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board. The complaining parties and the Owner shall have the right, but not the obligation to be in attendance at the hearing. Each party may present evidence, testimony, and witnesses. The decision of the Board at each hearing shall be based on the matters set forth in the Notice of Alleged Violation and Hearing, Request for Hearing, and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors in accordance with the terms of the Colorado Common Interest Ownership Act, all hearings shall be open to attendance by all members of the Association. If a complaining party is unable to attend the Hearing, he or she may instead submit a letter to the Board explaining the basis of the complaint.

G. Decision. After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its written findings and decision, and impose a reasonable fine, if applicable, within 14 days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority vote of the Board of Directors present.

2. Fine Schedule.

A. The following fines are guidelines for violation of the provisions of the Declaration, Bylaws, Rules and Regulations and Resolutions of the Association:

First violation:	Courtesy reminder letter
Second violation:	Warning letter/Notice of Hearing
Third violation:	\$50.00/occurrence
Subsequent violations:	\$100.00/occurrence

Continuing violations shall be considered a separate occurrence for each day it continues and a per diem fine may be imposed at the discretion of the Board after the hearing until such time as the violation is remedied.

The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may not be deemed necessary by the Board in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the above referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance.

The Board may waive all, or any portion, of the fines if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the violator coming into compliance with the Declaration, Bylaws or rules.

B. All fines shall be due and payable upon notice of the fine and will be late if not paid within 10 days of the date that the Owner is notified of the imposition of the fine. An interest charge of 11% shall be invoked, plus a \$10.00 per month late charge.

All fines and late charges shall be considered an assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees as authorized by Colorado law.

3. Additional Enforcement Rights. The Association, at any time, may pursue legal action against an Owner to enforce the provisions of the Declaration, Bylaws, rules or resolutions without first following the preceding notice and hearing procedures, if the Board determines that such action is in the Association's best interests.

4. Failure to Enforce. Failure of the Association to enforce the Declaration, Bylaws, rules and resolutions will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the above referenced governing documents for the Association.

C. Owner / Agent / Tenant Responsibility:

1. Owners shall be responsible for violations committed by their guests, contractors, family members, agents or tenants. The Board may proceed against the owner, the individual violating the rule, or both.

2. Each owner may use the general common elements in common with the other Unit owners and the limited common elements in accordance with the purpose for which they were intended, without hindering or encroaching upon the lawful rights of the other owners. All owners shall be obligated to pay the assessments imposed by the Board of Directors or Property Manager of the Association to meet the common expenses.

XII. COLLECTIONS / DUES / LATE FEES

In compliance with the Colorado Common Interest Ownership Act and the Declaration of Covenants, Conditions and Restrictions of Cobblestone at Cheyenne Mountain Ranch, the Board of Directors adopted this uniform and systematic procedure regarding collection of assessments and other charges. The Association adopts the following policy and procedures for collection of assessments:

1. Due Dates, Late Charges, Interest, Suspension of Rights, and Acceleration of Assessments.

A. Due Dates: Monthly installments of the annual assessment are due and payable on the 1st day of each month. Payments shall be deemed received and shall be posted on the date the payment is received in the Association's office or the Association's payment processor's office. Any installment not paid in full when due shall be considered past due and delinquent.

B. Late Charge. A late charge in the amount of \$10.00 shall be imposed for any assessment, fine or other charge not paid within 10 days of the due date without further notice to the Owner. Such late charge is a personal obligation of the Owner and a lien on the Lot.

C. Interest. Interest at the rate of 11% per annum shall accrue on any delinquent assessment, fine or other charge from the due date without further notice to the Owner. Interest will be added to the Owner's account 30 days following the due date. Such interest is a personal obligation of the Owner and a lien on the Lot.

D. Suspension of Rights. An Owner's voting rights shall be automatically suspended without notice if an assessment or other charge is not paid within 10 days of the due date. An Owner's rights to use recreational facilities may also be suspended without notice if an assessment or other charge is not paid within 10 days of the due date.

E. Acceleration. Upon 30 days written notice to the Owner, the Board may accelerate and declare immediately due all of that Owner's unpaid installments of the annual assessment. Upon acceleration, that Owner loses the privilege of paying any and all assessments and charges in installments for the remainder of the fiscal year, unless such privilege is otherwise reinstated in the Board's sole discretion.

2. Return Check Charges.

A. If any check or other instrument payable to or for the benefit of the Association is not honored by the bank or is returned by the bank for any reason, including, but not limited to insufficient funds, the Owner is liable to the Association for one of the following amounts, at the option of the Association:

(i) An amount equal to the face amount of the check, draft, or money order and a return check charge of \$20.00; or

(ii) If notice has been sent as provided in C.R.S. § 13-21-109 and the total amount due as set forth in the notice is not paid within 15 days after such notice is given, the person issuing the check, draft or money order shall be liable to the Association for collection for three times the face amount of the check, but not less than \$100.00.

B. Any returned check shall cause an account to be past due if full payment of the monthly installment of the annual assessment or of any other charge is delinquent.

C. If two or more of an Owner's checks are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's future payments, for a period of one year, be made by certified check or money order.

3. Attorney Fees. The Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner pursuant to the terms of the Declaration and Colorado law. Attorney fees incurred by the Association shall be considered part of the assessments and shall be due and payable immediately when incurred, upon demand.

4. Application of Payments. All payments received on account of any Owner or the Owner's property, may be applied first to post-judgment attorney's fees, costs and expense; then to costs and attorney's fees not reduced to a judgment; then to interest; then to late charges; then to return check charges; then to fines and other amounts levied pursuant to the Declaration; then to delinquent assessments; then to current assessments not reduced to judgment; and finally to amounts reduced to judgment.

5. Delegation of Authority to Sign Notice of Lien. The Board of Directors delegates authority to the Association's attorney to sign and acknowledge the Notice of Assessment Lien. This delegation may be withdrawn at any time. In the event the delegation is withdrawn, the Board will send written notice to the Association's attorney of the withdrawal.

6. Time Frames. The following time frames shall be followed in the collection of monthly installments of the annual assessment and for collection of other charges.

Due date	1 st day of the month for monthly installment of annual assessment or upon notice of assessment or charge for all other assessments, fines and charges.
Late Fee date	10 days after due date
Interest date	30 days after due date
First Notice from Association or manager	11 - 30 days after due date
Delinquent account turned over to Association's attorney; demand letter sent to Owner.	60 days after due date
Lien filed	90 - 120 days after due date

Notwithstanding the time frames set forth above, if a lien holder with priority over the Association's lien (i.e., first mortgagee) takes title to a Lot through foreclosure or deed in lieu of foreclosure, the Association may file a lien on the Lot for any delinquent payment.

Once accounts are turned over to the Association's attorney, Owners shall make payment to the Association at the address of the Association's attorney. The Association's attorney shall consult with the Association regarding collection procedures and payment arrangements.

7. Notices: Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notice to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

8. Referral of Delinquent Accounts to Attorneys. Upon referral of a delinquent account to the Association's attorneys, the attorneys shall take appropriate action to collect the accounts referred.

After an account has been referred to the Association's attorney, the account shall remain with the attorney until the account is settled, has a zero balance or is written off. The Association's attorney is authorized to take whatever action is necessary, in consultation with the President of the Board of Directors or other person designated by the Board, believed to be in the best interest of the Association, including, but not limited to:

A. Filing a lien against the delinquent Owner's property to provide record notice of the Association's claim against the property, if not already filed;

B. Filing suit against the delinquent Owner for a money judgment. The purpose of obtaining a personal judgment against the Owner is to allow the Association to pursue remedies such as garnishment of the Owner's wages or bank account to collect judgment amounts;

C. Instituting a judicial action of foreclosure on the Association's lien. The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or in other circumstances that may favor such action;

D. Filing necessary claims, documents, and motions in Bankruptcy Court to protect the Association's claim; and

E. Filing a court action seeking appointment of a receiver. A receiver is a disinterested person, appointed by the court, who manages rental of the Owner's property, and collects the rents according to the court's order. The purpose of a receivership for the Association is to obtain payment of current assessments, reduce past due assessments, and prevent waste and deterioration of the property. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney.

Upon referral of any matter to the Association's attorney, the Association shall pay the Association's attorneys their usual and customary charges as well as any costs incurred by the attorney on the Association's behalf, promptly upon receipt of the monthly invoice from the attorney.

9. Notification to and Communication with Owners. This Collection Policy shall be made available to all Owners by the Association as required by Colorado law. After a delinquent account has been referred to the Association's attorney, all communication with the delinquent Owner shall be handled through the Association's attorney. Neither the manager, if any, nor any member of the Board of Directors shall discuss the collection of the account directly with an Owner after it has been turned over to the Association's attorney unless the attorney is present or has consented to the contact. However, the Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.

10. Certificate of Status of Assessment/Estoppel Letter. The Association shall furnish to an Owner or such Owner's designee upon written request, delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid assessments currently levied against the Owner's Lot. The statement shall be delivered within 14 calendar days after receipt of the request personally or by certified mail, first-class postage prepaid, return receipt requested for a fee. The fee for the statement shall be assessed in accordance with the management company's fee schedule for such statements, which fee shall become an assessment. If the Owner's account has been turned over to the Association's attorney, such statement shall be handled through the Association's attorney and shall include any attorney fees incurred in providing the statement.

11. Bankruptcies and Public Trustee Foreclosures. Upon receipt of any notice of a bankruptcy filing by an Owner, or upon receipt of a notice of a foreclosure by any holder of an encumbrance against any Lot within the Association, the Association shall advise the Association's attorney of the same and turn the account over to the Association's attorney.

12. Waivers. The Association may alter the time for the filing of lawsuits and liens, or otherwise modify the procedures contained herein, as the Association shall determine appropriate under the particular circumstances. Any such accommodation shall be documented in the Association's files with the conditions of relief. Failure of the Association to require strict compliance with this Collection Policy shall not be deemed a waiver of the Association's right to require strict compliance and shall not be deemed a defense to payment of assessment fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Collection Policy.

XIII. AMENDMENT AND GENERAL PROVISIONS

A. General

1. The Board hereby reserves the right, at any time and from time to time, to modify, amend, or repeal any of these Rules and Regulations in accordance with the CC&R's, the Articles of Incorporation and Bylaws of the Association, and applicable law.
2. Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.
3. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

4. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereto, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.
5. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Rules and Regulations or the intent of any provision hereto.
6. The Association shall be entitled to recover its attorney's fees and expenses in any enforcement of the CC&R's or these Rules and Regulations, or both.

XIII. PROPERTY MANAGEMENT

Z & R Property Management
6015 Lehman Dr., Suite 205
Colorado Springs, CO 80918
Office: 719-594-0506
Fax: 719-594-0473
Email: Derek@Zandrmgmt.com

Additional copies of this booklet are available from the property management company and the Rules are available on line at the HOA's website (www.hoacobblestone.com).

Attachment A

Cobblestone at Cheyenne Mountain Ranch, Inc.

LEASE ADDENDUM (2-11co2)

Any Owner who rents their Dwelling Unit must execute this form, upon initial execution of a lease, upon renewal or any extension or modification and by the tenant.

This Addendum is attached to and made part of the lease by and between _____ (Owner”) and _____ (“Tenant”) dated _____ for the lease of the premises located at _____ (“Dwelling Unit”) located in the Cobblestone community.

1. Owner shall provide Tenant with copies of the Declaration of Covenants, Conditions and Restrictions, the Rules and Regulations, any Resolutions (together “Governing Documents”), which are enforceable against a Tenant. The lease is subject to and consistent with the provisions of the Governing Documents, as the same may be amended from time to time. Owner shall promptly provide Tenant with any amendments to the Governing Documents. Tenant acknowledges he/she has received copies of these Governing Documents. The Governing Documents are attached to this Lease Addendum and made a part hereof.

2. The names of all residents in the Dwelling Unit, whether identified as “Tenant” or not, are: _____

3. Tenant and all other occupants shall comply with all the terms of the Governing Documents and this Lease Addendum. Notwithstanding the foregoing, Owner shall remain responsible for the payment of assessments and other charges which become due Association pursuant to the terms of the Governing Documents.

4. Tenant’s and/or other occupant’s failure to abide by the terms of the Governing Documents shall constitute material breach of the Lease.

5. The covenants and agreements contained in this Lease Addendum shall be deemed to be part of the lease and incorporated entirely therein as if included originally. In case of a conflict between the terms of this Lease Addendum and the lease, the terms of the Lease Addendum shall take precedence. In case of conflict between this Lease Addendum and the Governing Documents, the Governing Documents shall control.

6. The Owner transfers and assigns to Tenant and other occupants for the term of the lease any and all rights and privileges that the Owner has to use the Association’s Common Areas, including, but not limited to, the use of any and all recreational facilities and amenities. The Owner and Tenant acknowledge that the Association may suspend such rights of Tenant and/or other occupants for any reason that it would, under the terms of the Governing Documents, be authorized to suspend Owner’s rights, including the Tenant’s or other occupant’s failure to comply with any of the provisions of the Governing Documents, the Owner’s failure to comply

with any of the provisions of the Governing Documents, or the Owner's failure to pay assessments in a timely manner.

7. Tenant and all other occupants must follow all of the Association's parking rules, as may be amended from time to time, and are subject to the penalties therein for any violations, including towing at Tenant's/occupant's expense.

8. If Tenant or other occupant violates any of the terms of the Governing Documents, Association shall notify Owner in writing of the violation and demand that the violations be corrected through the Owner's efforts within thirty (30) days of the date of notice or such shorter time frame as may be appropriate in the event of a health/safety matter. Association may also send a copy of such notice to the Tenant. Tenant shall promptly comply with any orders for correction. If the violation is not corrected within the time frame established by the Association, the Tenant shall be in default of the lease and shall be subject to an eviction action by Owner.

9. Tenant acknowledges and agrees that the Association shall have the right, but not the duty, to enforce the terms of this Lease Addendum, including but not limited to instituting and prosecuting an eviction action as attorney-in-fact for the Owner. Owner irrevocably names, constitutes, appoints and confirms the Association as his or her attorney-in-fact to take all such actions, as it deems appropriate on his/her behalf. Both the Owner and Tenant acknowledge that the Association is a third-party beneficiary of the Lease Addendum.

10. This Lease Addendum shall not be modified without the written consent of the Association.

11. This Lease Addendum shall remain in effect for the duration of Tenant's tenancy, whether by renewal of the lease or as a holdover tenant.

12. A copy of this Lease Addendum and the lease shall be provided to the Association within ten (10) days of its execution by the Owner and Tenant.

By my signature below, I (Owner's Name _____) do hereby certify that I have complied with the Governing Documents and this Lease Addendum and further state that my Lease is subject to and adhering to same, and in the event there is a violation, I (Owner) may be subject to fines and any other legal remedies provided by the Governing Documents and my tenants will be subject to eviction by the Owner or the Association.

Owner Name	Unit	Signature	Date
------------	------	-----------	------

By my signature below, I/we (Tenant's Name _____) do hereby acknowledge that I/we are subject to the terms of this Lease Addendum and the Governing Documents and agree that I/we shall comply with such terms. I/we acknowledge and agree that the Association has the right to enforce this Lease Addendum and the Governing Documents and that such enforcement rights may involve termination of the lease and an eviction action.

Tenant(s) Name	Signature	Date
----------------	-----------	------

Attachment B

Cobblestone at Cheyenne Mountain Ranch, Inc.

RULE REGARDING LEASE ADDENDUM (2-11co3)

OWNERS' RESPONSIBILITIES FOR PROVIDING ALL
ASSOCIATION GOVERNING DOCUMENTS & RULES TO TENANTS

The Owner of a Dwelling Unit shall have the right to lease or rent Dwelling Unit, subject to the terms of the Declaration and the Rules and Regulations.

- (A) No Owner may lease less than the entire Dwelling Unit;
 - (B) No Dwelling Unit shall be leased for less than twelve (12) months. Short term and hotel type leases and subletting are not allowed. After the completion of a full 1-year term lease, the current resident may rent on a month-to-month option.
 - (C) All leases shall be in writing;
 - (D) All leases shall provide that the terms of the lease and lessee's occupancy of the Dwelling Unit shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, the By-laws, the Rules and Regulations and any Resolutions of the Association. Any failure by the lessee to comply therewith shall be a default under the lease. Any Owner who leases Dwelling Unit shall, within ten (10) days after the execution of such lease, forward a copy of same to include the Lease Addendum to the Association or the Association's Management Contractor; and
 - (E) Any Owner who leases Dwelling Unit shall, and hereby does, appoint the Association his attorney-in-fact and grant to the Association the right to terminate such lease by a written notice to the tenant, in the event that such Owner's tenant shall fail to comply with any of the terms and provisions hereof, or the Association's By-laws, Rules and Regulations.
- It is the obligation of the owner to provide the Property Management Company with the current contact information for the Tenants. Notice sent to a Dwelling Unit address or the last address furnished by the owner shall be binding upon the Dwelling Unit or owner.
 - Each Owner will advise the Association of the Owner's off site address and provide a **copy of the lease** to include a copy of the Association's Lease Addendum within 10 days of executing the lease and Lease Addendum. The Lease Addendum must list the names of all the occupants of the Dwelling Unit. The Owner and tenant(s) will comply with all the terms of the Declaration of Covenants, Conditions and Restrictions, Bylaws, the Rules and Regulations, any Resolutions (all herein referred to as the Governing Documents) and the Lease Addendum. Each Owner who rents his or her Dwelling Unit must attach all Association Governing Documents to the lease and Lease Addendum.
 - Failure to submit this information and have updated information on file will subject the owner to an immediate assessment fine.
 - The Tenant(s) must acknowledge they have received copies of these Governing documents and the Lease Addendum by signing the addendum and returning it to the Owner/Landlord.
 - The term "Lease" is defined as both the primary lease and the lease addendum.

- Tenant must agree to abide by all provisions of the Governing Documents. Tenant must acknowledge receipt of a copy of the Governing Documents and that Tenant's failure to abide by the terms of the Governing Documents shall constitute material breach of the Lease Addendum and the Lease.
- The Owner transfers and assigns to Tenant for the term of the Lease any and all rights and privileges that the Owner has to use the Association's Common Areas, including, but not limited to, the use of any and all recreational facilities and amenities. The Lease Addendum will state that the Association may suspend the Tenant's access to Common Area amenities for any reason that it would, under the terms of the Governing Documents, be authorized to refuse an Owner such access, including the Tenant's failure to comply with any of the provisions of the Governing Documents, or the Owner's/Landlord's failure to comply or pay assessments.
- Tenant must follow all of the Association's parking rules and is subject to the penalties therein for any violations, including towing at the Tenant's expense.
- In the event of a default by the Tenant in the performance of the terms of the Lease Addendum or the Governing Documents, then, in addition to all other remedies which it may have, the Association or its representative shall notify the Owner of the default(s) and demand that the default be corrected through the Owner's efforts within thirty (30) days of the date of the notice or shorter time frame in the event of a health/safety matter. If the default(s) is not corrected within the 30-day period or other such time frame established by the Association, the Owner shall immediately, at his or her own expense, institute and diligently prosecute an eviction action against the Tenant. The eviction shall not be settled without the prior written consent of the Association or its representative.

In the event the Owner fails to fulfill the foregoing obligation, the Association shall have the right, but not the duty, to institute and prosecute an action as attorney-in-fact for the Owner, at the Owner's sole cost and expense, including all legal and other fees incurred. All costs and attorney's fees incurred by the Association to enforce the terms of the Lease Addendum or of any of the Governing Documents, or to evict a Tenant pursuant thereto, will be assessed against the Dwelling Unit and the Owner thereof, and shall be deemed to constitute a lien on the Dwelling Unit involved. The Association may enforce collection of the lien in the same manner as an assessment.

Owner Name _____

Unit _____

Signature _____

Date _____

By my signature below, I/we (Tenant's Name _____) do hereby acknowledge that I/we are subject to the terms of this Lease Addendum and the Governing Documents and agree that I/we shall comply with such terms. I/we acknowledge and agree that the Association has the right to enforce this Lease Addendum and the Governing Documents and that such enforcement rights may involve termination of the lease and an eviction action.

Tenant(s) Name _____ Signature _____ Date _____