

The Townhomes at Rockrimmon Association, Inc.

252 West Rockrimmon Blvd, Colorado Springs, CO 80919

Rules and Regulations

January 1, 2024

KEEP A COPY IN YOUR UNIT

**This edition of Rules and Regulations, updated and adopted the 1st January,
2024, supersedes all others**

Townhome at Rockrimmon Association, Inc.

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1. Purpose and Authorities

- a) In accordance with authorities in the Townhomes at Rockrimmon (TAR) governing documents, [and C.R.S. 38-33.3-302](#), the elected Homeowners Association (HOA) Board of Managers (referred to as Board of Directors for the remainder of this document) establish these Rules and Regulations for the purpose of maintaining a quality living environment for all residents and to protect property values.
- b) The governing documents include the Articles of Incorporation, Declaration of Covenants, Bylaws, Responsible Governance Policies and the Rules and Regulations. All governing documents are located at <http://tarocka.com/>
- c) All owners and tenants and their guests must comply with the Association's Governing Documents upon acceptance of deed or lease.
- d) All residents should report Rules and Regulations violations to the Property Manager.
- e) Rules and Regulations will be enforced using the processes defined in the Policies and Procedures for Covenant and Rule Enforcement.
- f) These Rules and Regulations may be amended by the HOA Board of Directors in accordance with The Declaration of Covenants, Conditions and Restrictions, paragraphs 6.2 & 13 and By- Laws, Articles IV 2(b) & XII. 12 and the Procedures for the Adoption of Policies, Procedures, Rules, Regulations, or Guidelines adopted by the Board on 15th day of November 2020.
- g) If there are any inconsistencies between these Rules and Regulations and the HOA Governing Documents or Colorado statutes (e.g., Common Interest Ownership Act (CCIOA)), then the latter takes precedence.
- h) The Association and its Members, as well as tenants and visitors, must comply with all Federal, State, City, and County ordinances (e.g., noise, loitering, curfews, etc.) that apply to the complex.

2. Common Elements

- a. **Clubhouse Hours: 9 AM – 9 PM or as adjusted by HOA Board.**
No more than a total of 6 individuals from any unit/household may use the Clubhouse facilities at one time. Total capacity for the Clubhouse is subject to fire and code regulations and is posted accordingly. Smoking, drug use or alcohol is prohibited in the Clubhouse, with the exception: Alcohol will be permitted for reserved party room scenarios only.
 - 1) **Keys (Clubhouse & Mailbox):**
 - a) Limit of two clubhouse keys per Unit
 - b) Lost clubhouse keycards are \$25/each
 - c) Mailbox keys – either contact Property Management who will call an authorized locksmith (at owners' expense) or contact an authorized locksmith.
 - d) Guests are allowed to use the pool with the owner/occupant of the unit.

b. Swimming Pool:

All Owners, tenants, guests, and visitors are cautioned that they use the pool, it's equipment, and facilities at their own risk. Owners will also be responsible for any damage caused from such use by themselves, their guests, tenants, and visitors. The Association assumes no liability for personal injury and is not responsible for any loss of personal property of Owners, their tenants, guests and/or visitors.

- 1) There is no lifeguard on duty – swim at your own risk
- 2) No smoking, alcoholic beverages or food allowed inside the pool area
- 3) No glass containers allowed in pool area. Plastic only. If glass is broken near the pool, per federal law, the pool must be drained, cleaned, and refilled, which will result in a temporary pool closure and the cost will be charged as a special assessment against the Unit and the Owner who brought, or whose tenant, guest and/or visitor brought the glass to the pool area.
- 4) No diving into pool
- 5) The pool is not a bathtub. Shower before entering (no exceptions)
- 6) Swimming attire must be worn in the pool and/or Jacuzzi (NO street clothes allowed)
- 7) No large flotation devices allowed, i.e., rafts or tubes
- 8) No unsafe, or offensive behavior or activity is allowed
- 9) No children in the diaper stage can be in the pool without a swimmer diaper and must be used by all children in diaper stage.
- 10) Children under 14 must be accompanied and supervised at all times by an adult (18 or older) while in the pool area.
- 11) No throwing items in the pool. No breaking items in and around the pool. No flying airplanes in the pool.
- 12) HOA Board members may limit the number of people in the pool for safety reasons
- 13) The pool, Jacuzzi or sauna cannot be reserved for exclusive private use
- 14) All persons must dry off thoroughly prior to entering other parts of the clubhouse.
- 15) Play equipment, big rafts, blow-up lounge chairs, inner tubes, beach balls, etc. are not acceptable. Items of use for the safety of people who can't swim such as life jackets, arm floats, and the like are acceptable and allowed. Small pool toys such as diving sticks, masks, goggles and snorkels are acceptable as well.

c. Sauna:

All Owners, tenants, guests, and visitors are cautioned that they use the sauna, it's equipment, and facilities at their own risk. Owners will also be responsible for any damage caused from such use by themselves, their guests, tenants, and visitors. The Association assumes no liability for personal injury and is not responsible for any loss of personal property of Owners, their tenants, guests and/or visitors.

- 1) There is no lifeguard on duty - use at your own risk
- 2) No oils, lotions or soap allowed in sauna
- 3) No smoking, alcoholic beverages or food allowed
- 4) No glass containers allowed in sauna area. Plastic only. If glass is broken near or in

the sauna, per federal law, the sauna must be closed and cleaned which will result in temporary sauna closure and additional cost to the owner of the unit.

- 5) People on prescribed medication or those being treated for any illness should consult their physician before entering the sauna.
- 6) Swimming attire must be worn in the sauna (no street clothes)
- 7) No unsafe, improper, or offensive behavior or activity is allowed
- 8) Time in the sauna is limited to 30 minutes

d. Game Room:

- 1) Any damage to the billiards tables will be billed to the owners.

e. Multipurpose Room (Party Room):

- 1) Other Clubhouse amenities (pool, sauna, tennis courts (not available for use), fitness room, etc.) can be used in conjunction with the multipurpose room reservations, with no more than 10 guests in the pool at any time
- 2) Reserve through the Communications@prioritypm.net (who will work with the Property Manager) with a \$150 refundable deposit
- 3) Cannot be reserved on a permanent recurring basis
- 4) Cannot be used for monetary gain (HOA Board may approve fundraisers)
- 5) Directional signs to clubhouse events are authorized 2 hours prior to the event and must be removed immediately after the event
- 6) No doors may be propped open

f. Patio Area:

- 1) No smoking allowed
- 2) No alcoholic beverages allowed

g. Tennis Courts: Currently, not available for use

h. Green Space

- 1) Enjoy it, but don't damage it
- 2) Stay off areas designated under repair
- 3) Residents are prohibited from playing in the roads
- 4) Recreating in roadways, driveways or sidewalks is prohibited

i. Parking and Roads

- 1) Residents will not exceed use of parking spaces provided with the unit
- 2) Residents will not use guest parking
- 3) **Overnight guest parking is by permit only from hours 12 am – 7 am:**

- a) To obtain a permit, contact Communications@prioritypm.net
- b) Provide request 2 days in advance.
- 4) No motor vehicles will park in residence's patio area of any unit
- 5) Motor homes, campers, trailers, boats, other RV's etc. are prohibited unless parked entirely within the confines of a closed garage.
- 6) Commercial vehicles or moving trucks are allowed in the roadway for the minimum time necessary to complete their work; however, they must be postured to move their vehicles immediately in the event of an emergency
- 7) Vehicles parked in the fire lane or blocking access (behind driveways or carports), **will be towed immediately without notice**. Vehicle owners should contact the posted towing company if their vehicles have been towed
- 8) All vehicles parked on a unit's driveway must not exceed the length of the driveway/carport.

j. [Utilities and Services](#)

- 1) Water is paid by your HOA dues-do not waste water
- 2) Trash is paid by your HOA dues
- 3) Dumpsters are for Phase I units (carports) only
- 4) No furniture or appliances are allowed in or by the dumpsters – call trash company (Infinite) for special pickup; Mt. Carmel Veterans Service Center; ARC;
- 5) All other units must provide and use their own trash containers with attached lids.
- 6) Trash containers allowed out morning of trash collection and put away by evening of same day in garage or patio area
- 7) Keep garbage in trash bags and trash containers to preclude attracting wild animals
- 8) Lawn, tree and shrubs are maintained by HOA hired contractor
- 9) Snow removal is accomplished by contractor and/or maintenance personnel, but only after 2" of snow. Owners are responsible for shoveling their own sidewalks. Should residents locate an icy area, please notify Property Management Company.

k. [Building Maintenance](#)

- 1) The HOA maintains the exteriors of the buildings and carports
- 2) Patio and deck areas are considered a Limited Common Elements.
 - I. The HOA maintenance staff reserves the right to access these areas for maintenance concerns between the hours of 8:00 AM to 7:30 PM without notice to the owner.
 - II. Additionally, the HOA reserves the right to remove any gate locks on a 24 X 7 basis for emergency or maintenance concerns. Locks on gates are not considered approved modifications. Locked gates may incur Rules and Regulations violations.
- 3) The HOA paints buildings, carports, garage doors, and fences
- 4) Only indoor or Central type air conditioning units are allowed within the facility year-round. After filling out a **Modification Request form**, and after **the Board has**

approved the Modification Request, window air conditioning units or fans are allowed from May through September and to be removed **No Later Than September 30th**.

- 5) Fireplaces require annual cleaning and/or inspection by December 31ST of each year. Verification of completion or use will be requested on **Townhome at Rockrimmon “The Residence” Annual Mailing form**.
- 6) Dryer vents require cleaning and/or inspection every other year. Verification of completion will be requested on **Townhome at Rockrimmon “The Residence” Annual Mailing form**.

I. Other Conditions

1. Damage to common elements caused by an owner(s) or their guest or tenants will be the liability of the owner(s) involved. All cost of repairs and associated expenses (e.g. legal, administrative, etc.) will be assessed to the owner(s) account, if not reimbursed by the owner(s) involved, and may result in lien(s) on owner(s)' units or other legal actions until the debt is paid per the Collection Policy of the Association. Additional violations may apply.
2. Only the Property Manager and authorized maintenance personnel are allowed in management or maintenance storage garage and rooms, in any mechanical rooms supporting common area utilities and on roofs.
3. The common areas are not for owners' private use (e.g., storage) nor will it be altered without HOA Board approval

3. Individual Townhomes (Units)

a. Upkeep

- 1) All areas associated with the unit (carports, patios/decks, driveways, porches, windows, window coverings, screens, doors, etc.) will be kept in good repair, clean, and not be unsightly such that it detracts or devalues the aesthetics of the complex.
 - I. Decks, patios and/or balconies must only have appropriate outdoor furniture. Unacceptable furniture includes, but not limited to couches, sofas or any other material not specifically designed to act as outdoor furniture.
 - II. All decks, patios and/or balconies need to be kept in a neat, orderly appearance and cannot be used for storage. Owners shall keep their window wells clean and free of debris.
- 2) Items left in HOA common areas (bikes, toys, clothing etc.) will be disposed of weekly. Items left in Clubhouse will be placed in lost and found for 30 days.
- 3) Carports will be kept clean, free of garbage or debris and used for licensed vehicles only.
- 4) Units with garage doors must remain closed at all times when unattended for more than 30 minutes to deter criminal activity and for general safety.
- 5) Primary window coverings will be curtains, shades, or blinds in good condition, (no

holes, or missing/bent slats) white or a neutral color, for consistency of appearance and property value retention

- 6) Residents will maintain external lights & bulbs electrically controlled/switched by the unit

b. Repairs and Alterations

- 1) Owner requests for repairs must be submitted in writing through the work order process. Work orders can be submitted using the online work order form available at <https://portal.prioritypm.net/> or email: Communications@prioritypm.net
 - I. Maintenance personnel will not directly accept verbal or written requests for repairs under any circumstances.
- 2) All external repairs or alterations must conform to the complex architecture, meet city and/or county codes, and require approval of the HOA Board through the Modification Request/Architectural Change Requests (ACC Requests) process:
 - I. <https://portal.prioritypm.net/> or email: Communications@prioritypm.net.
 - II. All specifics of the Modification Request/ACC Requests process must be met.
 - III. Insurance certificates must be provided to the HOA for any contractor working on HOA Property.
 - IV. Modification requests/ACC Requests for repairs and alterations must be submitted to the Property Manager: <https://portal.prioritypm.net/> or email: Communications@prioritypm.net at **30 days** prior to any work being performed.
 - i. The Board will approve or decline written Modification Request forms which will remain on file as a binding contract of the transaction.
 - ii. Response to Modification Request/ACC Request forms to occur within 30 days of initial receipt or after complete documentation is provided.
 - iii. No work shall be started without written approval.
- 3) All interior repairs and alterations that involve structural changes (e.g., load bearing wall) must meet city and/or county code and requirements and HOA Board approval through the Modification Request process.
- 4) Owners are responsible for garage doors, windows, doors, gates, and air conditioning units. Modification Request/ACC Request process applies to any updates.

c. Satellite Dishes, Antenna, and Cables

- 1) All installations require a Modification Request/ACC Request forms and approval by the Association PRIOR to installation
- 2) All installations are subject to the Cable TV or Satellite TV guidelines
- 3) Cable and/or Satellite Dish can only have one (1) entry point at the lowest level,

unless authorized by the Association.

d. Prohibited Items and Activities

- 1) Businesses that require clients to visit the unit.
- 2) Business advertisements visible outside the unit (excluding resident's vehicles)
- 3) Commercial vehicles (exceptions are vehicles providing a limited contracted service see parking rules and regulations above 2.d.)

Definition: Commercial Vehicle shall mean any vehicle that has a manufacturer's gross vehicle weight rating (GVWR) of more than 10,000 lbs. has a towing unit with a manufacturer's GVWR of more than 10,000 lbs. when the GVWR exceed 26,000 lbs., is used to (a) carry 15 or more passengers (excluding the driver), or (b) carry (15) or less people (including the driver) when carrying children to or from school and home regularly for compensation; is a tank designed to haul liquids or liquefied gases in bulk in permanently mounted tanks or portable tanks rated at 1,000 gallons or more, or carries hazardous materials.

- 4) Personal spas/Jacuzzis
- 5) Garage/yard sales: Exception: HOA yearly complex-wide garage sale
- 6) Any activity that creates a disturbance or annoyance at any time of the day or night that denies the peaceful enjoyment of one or more other units.
- 7) Any activity which is in violation of a Federal, State, City or Local ordinance or is deemed offensive or immoral.
- 8) Any activity that impedes or interferes with the HOA Board business or progress. This may include:
 - a) Harassing or threatening members of the Board of Directors or committee members
 - b) Attempting to unfairly influence the Board of Directors when normal processes such as votes, or surveys are involved and said influence would create an unfair advantage for an individual or individuals when such processes are in place
 - c) Interfering with contractors or staff performing activities approved by the Property Manager or HOA Board
- 9) Car washing within the facility, including inside carports or garages
- 10) Charcoal grills, fire pits or any other open burning

e. Pet Policy

- 1) **Dogs and cats are required to be vaccinated and to be licensed** through the Humane Society of the Pikes Peak Region.

https://codelibrary.amlegal.com/codes/coloradospringsco/latest/coloradosprings_co/0-0-0-7029 .

- 2) Dogs outside of units must always be leashed and in the hands of an adult who can control the animal.
- 3) Residents will immediately pick up their pet's excrement.
- 4) Indoor cats are allowed and must always be kept inside. Any cat found outdoors will be considered stray and will be removed from the facility.
- 5) No dog or cat shall be permitted to run loose around the buildings or grounds. No dog or cat shall be chained or tethered outside any Unit or tied or chained to any patios or other parts of the community, or otherwise left unattended.
- 6) Dogs are permitted within the patio areas while under the direct and leashed supervision of their owners. Owners must be prepared to silence the dog should excessively barking or howling or other noise begin. No dog shall be permitted to defecate on the walkways, driveways, landscape areas, or elsewhere about the buildings and grounds of Townhome at Rockrimmon without it being cleaned up immediately.
- 7) No dog shall be allowed to damage the grass, trees, shrubs, or any other portion of the Common Areas.
- 8) No dog shall be permitted to bark or howl excessively, or otherwise create any obnoxious sound, odor, or disturbance. Excessive shall be defined as a loud repetitive noise for an extended period of time. An example of normal behavior would be an animal alerting its owner of people near the home while they pass by or visitors to the home. The owner of an animal shall ensure that it is kept in a clean, reasonably quiet, and controlled condition.
- 9) The owner of an animal shall assume all liability for the animal. The owner of an animal hereby releases the Association, its agents, and representatives, from any claims regarding such animal and shall indemnify and hold the Association, its agents, and representatives, harmless from all liability for bites, enforcement of this Rule, injuries, damages, claims or expenses, including without limitation reasonable attorney's fees, relating to the animal.
- 10) Animal owners are responsible for any damage that is caused to the Common Area by their animal(s), the repairs for which shall be made by the Association and assessed to the Unit Owner.
- 11) The owner of an animal agrees that the Association shall have the right to revoke the animal if there are repeated violations of the Declaration or Rule or any future rule and may require the immediate and permanent removal of that animal.
- 12) The Association agrees that revocation of any animal will be an absolute last resort if all other attempts to gain compliance have failed.
- 13) Animal sitting businesses are prohibited.
- 14) Violent or aggressive animal(s) will not be allowed in the community and Board will demand animal(s) to be removed immediately. Report aggressive dogs to the Humane Society.
- 15) **Fine Schedule: see HOA Covenant and Rule Enforcement Policy**

f. Commercial Signs and Holiday Decorations

- 1) No commercial advertising sign allowed by owners, guests, or tenants
- 2) For Sale or Rent signs may not exceed 18x24" and are limited to three signs in Unit's window/sliding doors.
- 3) Directional signs to open house or clubhouse events are authorized 2 hours prior to the event and must be removed immediately after the event.
- 4) The display of flags and non-commercial signs is covered under the Policy for the Display of Signs and Flags.
- 5) Holiday decorations are allowed 45 days prior to & 3 weeks after the holiday.

g. Insurance

- 1) Copies of the HOA's insurance certificate and information are available upon written request to the Manager. Read the policy for what the HOA is responsible for and what each homeowner is responsible for. HOA members are responsible for any personal deductibles. The HOA's policy does not cover the contents of units or any personal injuries within the units or by guests; owners are strictly responsible to obtain such insurance.
- 2) In addition, individual owners are responsible for obtaining an "HO6/Condominium Unit Owner's Policy" which covers the interior of the condominium units. Owners shall confirm they have an "HO6/Condominium Unit Owner's Policy" on Owner Information Request form.
- 3) Owners should only file a claim on the HOA's policy after complying with the HOA's procedures. Filing a false claim can cause an increase in the master policy premium and therefore may be considered a Rules and Regulations violation and may be a fineable offense. Please work with the Property Manager to verify the validity of claims prior to filing any claim with the master policy holder and provide a copy of Owner's personal insurance policy to Property Manager.
- 4) The HOA is not responsible for any damage to the inside of a unit that has been caused by acts of nature. The HOA is not responsible for damage to sewer connection up to the main sewer line.
- 5) Owners are also encouraged to obtain a loss assessment endorsement to cover any special assessments due to hail/wind events as the Association's deductible will be imposed as a special assessment.

h. Leased Units

- 1) All lease contracts must stipulate that the tenant, their guests and visitors must comply with all governing documents and that violations of the Association Documents are a violation of the terms of the lease
- 2) All lease contracts must be filed with the Property Manager prior to access to amenities
- 3) Owners and their tenants can be held liable for violations by the tenant, their

- guests, and visitors
- 4) If the tenant, their guests and/or visitors continue to violate the Association Documents, the Board may hold hearings to determine the proper course of action to prevent future occurrences. The Board reserves the right to require an Owner to evict a tenant for continued violations of the Association Documents by the tenant, their guests and/or visitors.
 - 5) Owners forfeit the right to use amenities once their property is leased
 - 6) Units will not be leased for transient or hotel purposes
 - 7) The unit owner is ultimately held liable for their tenants, guests and visitors' compliance with the Association Documents

4. Rules & Regulations and Assessments (Dues) Enforcement Processes

a. Association Monthly Assessments (See Association Collection Policy)

- 1) Assessments are equal among all owners in accordance with governance documents
- 2) Assessments will be paid to the Property Manager: <https://portal.prioritypm.net/> or email: Communications@prioritypm.net

b. Rules and Regulations Violations (See Association Covenant Enforcement Policy)

- 1) Violations must be submitted either via email or in writing, with pertinent details to the Property Manager, specifically:
 - I. Identify the Unit #
 - II. Provide the date and time of the violation
 - III. Provide details of the violation
 - IV. Best if you are able to provide video of the violation
 - V. Provide your name, unit # and phone number/email
 - VI. Send information to property manager via email:
Communications@prioritypm.net
 - VII. In writing to Priority Property Management, 287 E. Fountain Blvd, Ste 300, Colorado Springs, CO 80903.
 - VIII. Your name and address will NOT be used when the alleged violator is contacted.

c. Fines and Penalties (See Association Covenant Enforcement Policy)

d. Other Conditions

- 1) All suspected violations of city, county, state, and federal law should be reported directly to law enforcement or other appropriate agencies by the residents. The Property Manager's primary duty is to maintain the complex and help enforce HOA rules and regulations. They may also contact law enforcement or other agencies as

- necessary.
- 2) Violation notice dates are determined by the day of personal delivery of the notice letter or for notice letters sent certified mail, the date the recipient signed for or refused the mail or letters sent by regular mail, two days after the post mark date.
 - 3) Reasonable legal fees or other costs including administrative expenses incurred by the HOA related to enforcing governing documents will be assessed against the violating owner(s) and their unit, in addition to associated fines and penalties
 - 4) For emergencies, all residents should call 911

5. HOA Governance and Administration

a. HOA Board

- 1) The HOA Board consists of seven members serving 3-year staggered term
- 2) Officers of the HOA Board are determined by the Board members each year
- 3) A quorum for decisions requires a minimum of four HOA Board members
- 4) All registered owners in good standing are eligible to run in the election of HOA Board members
- 5) Refer to the By-Laws for additional details on HOA Board responsibilities
- 6) The Board will comply with conflict of interest standards set for in the Colorado Revised Nonprofit Corporation Act, Colorado Common Interest Ownership Act and the HOA's conflict of Interest Policy.

b. Meetings (See Association Conduct of Meetings Policy)

- 1) Board meetings are held on the 3rd Wednesday each month or other day as agreed upon
- 2) Annual Owners' meetings are held annually in November
- 3) All Owners or Owner representatives are welcome to attend
- 4) Special meetings of the Board will be announced as required with at least 3 days' notice . Special meetings of the Members will be announced with not less than ten days notice.
- 5) Meetings agendas and other information will be posted on the mailbox boards, TAR website, or via email.

c. Voting

- 1) **Registered owners** in good standing can vote in annual and special meetings
- 2) Owners must be registered with the HOA managing agent to be eligible to vote
- 3) Owners must register their primary mailing address if not living in the complex
- 4) Registered owners may execute a proxy appointing and authorizing one person to attend annual or special meetings of HOA members to vote in their absence.
- 5) Annual meeting voting will be counted by neutral third parties or volunteers who are not board members
- 6) Amendment to Declaration of Covenants requires 67% of HOA members in good

- standing's approval
- 7) Refer to the HOA By-Laws for additional details on voting

d. Finances

- 1) The HOA Board publishes the next annual operating budget November of each year
- 2) The HOA Board publishes reserve and operating expenses and balances monthly
- 3) The HOA Board determines annual dues based on projected annual operating costs
- 4) The HOA Board maintains reserve accounts for future major repairs and emergencies
- 5) Reserve funds are invested only in government backed accounts with objectives to preserve principle and maximize interest
- 6) Reserve funds will be managed by a reputable & professional management company or financial institution
- 7) Withdrawals from reserve require HOA Board Approval
- 8) Refer to HOA governance documents for additional detail on finances
- 9) The Board may, at its sole discretion, have reserve plans or reserve studies conducted, but absolutely no representation is made as to the frequency of such reserve studies, the source of any current or projected funding for reserves or whether those studies will be based upon physical analysis, financial analysis or both. The Board may modify, add, or delete any component of any reserve plan, study or Association budget. Copies of any future reserve study or financial document may be available upon request, in writing, addressed to the Board.

6. HOA Records (See Association Inspection of Records Policy)

a. Records to be Maintained by the Association

The following records shall be maintained by the Association and shall be made available to owners of the Association in good standing in the manner described in the other Sections of this policy.

- 1) Declaration of Covenants, Conditions and Restrictions of the Townhome of Rockrimmon, Inc., recorded at Reception NO. 440609 of the records of El Paso County, Colorado and all amendments thereafter;
- 2) Articles of Incorporation;
- 3) Bylaws;
- 4) Policies, Procedures, Rules and Regulations, and Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligation of Members;
- 5) Detailed records of receipts and expenditures affecting the operation and administration of the Association;
- 6) Records of claims for construction defects and amounts received pursuant to settlement of those claims

- 7) Minutes of all meetings of its unit owners and executive board, a record of all actions taken by the unit owners or executive board without a meeting, and a record of all actions taken by any committee of the executive board;
- 8) Written communication among, and the votes cast by, executive board members that are (1) directly related to an action taken by the board without a meeting pursuant to CRS §7-128-202, or (2) directly related to an action taken by the board without a meeting pursuant to the Association's Bylaws
- 9) The names of unit owners in a form that permits preparation of a list of the names of all unit owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each unit owner is entitled to vote;
- 10) Financial statements as described in CRS 7-137-106, for the past three years and tax returns of the Association for the past seven years, to the extent available;
- 11) A list of the names, electronic mail addresses, and physical mailing addresses of its current executive board members and officers;
- 12) Its most recent annual report, if any;
- 13) Financial records sufficiently detailed to enable the Association to comply with CRS 38-33.3-316(8) concerning statements of unpaid assessments;
- 14) The Association's most recent reserve study, if any;
- 15) Current written contracts to which the Association within the immediately preceding two years;
- 16) Records of executive board or committee actions to approve or deny any requests for design or architectural approval from unit owners;
- 17) Ballots, proxies, and other records related to voting by unit owners for one year after the election, action, or vote to which they relate;
- 18) Resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations, and obligations of members or any class or category of members; and,
- 19) All written communications within the past three years to all unit owners generally as unit owners.

7. Terms, References & Definitions:

Governing Documents: The Declarations of Covenants, Conditions and Restrictions for Townhomes at Rockrimmon Condominium, The Articles of Incorporation of Townhome at Rockrimmon Association, Inc. and The Amended By Laws of Townhome at Rockrimmon Association, Inc. recorded on June 8, 1978, in Book 3047, page 292 and 275 of the real property records of El Paso County and The Colorado Common Interest Ownership Act (CCIOA)

Complex - buildings, grounds, recreational facilities and amenities, driveways, and sidewalks that together form the property owned by the Townhome at Rockrimmon Association, Inc.

Resident: Owners, tenants, guests in residence more than 15 days (considered as residence status) and any other person residing in the unit with the owner's permission.

Property Manager: HOA hired person(s) that serve to manage and maintain the administrative needs of the complex as well as help enforce the rules and regulations of the HOA

Common Areas: Any areas the Association maintains: landscape areas, driveways, sidewalks, parking lots, walkways, roadways or elsewhere about the buildings and grounds.