

*The Townhome at
Rockrimmon
Association, Inc.*

252 West Rockrimmon Blvd, Colorado Springs, CO 80919

Rules and Regulations

January, 2013

KEEP A COPY IN YOUR UNIT

**This edition of Rules and Regulations, updated and adopted the 1st of January 2013,
supersedes all others**

Townhome at Rockrimmon Association, Inc. Website - <https://tarocka.com>

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Townhomes at Rockrimmon Rules and Regulations

1. Purpose and Authorities:

- a) In accordance with authorities in the Townhomes at Rockrimmon (TAR) governing documents, the elected Home Owners 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 Articles of Incorporation, Declaration of Covenants, By-Laws, 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 Section 4.
- 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 Procedure for the Adoption and Amendment of Policies, Procedures and Rules adopted by the Board on 15th day of October, 2012.
- 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 and ordinances (e.g. noise, loitering, curfews, etc.) apply to the complex.

2. Common Elements

- a. Clubhouse Hours: 9 AM - 10 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. Owners and tenants will have their clubhouse privileges' revoked if dues are delinquent or who are undergoing rules and regulations violations. 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 and mailbox keys per unit

- b) Lost clubhouse keycards are \$25 to replace
- c) Mailbox keys are \$25 to replace
- d) Loaning keys to non-residents is not allowed
- e) Allowing access to residents with revoked privileges is not allowed

2) Swimming Pool: All Owners, tenants, guests and visitors are cautioned that they use the pool, its' equipment, and facilities at their own risk. Owners will also be responsible for any damages 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.

- a) There is no lifeguard on duty – swim at your own risk
- b) No smoking, alcoholic beverages or food allowed
- c) 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.
- d) 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.
- e) No diving into pool
- f) The pool is not a bathtub. Shower before entering (no exceptions)
- g) Swimming attire must be worn in the pool and/or Jacuzzi (NO street clothes allowed)
- h) No large flotation devices allowed, i.e. rafts or tubes
- i) No unsafe, improper or offensive behavior or activity is allowed
- j) No children in the diaper stage can be in the pool without a diaper, a swimmer diaper must be used by all children in the diaper stage.
- k) Children under 16 must be accompanied and supervised at all times by an adult (18 or older) while in the pool area.
- l) HOA staff or Board members may limit the number of people in the pool for safety reasons
- m) The pool, Jacuzzi or sauna cannot be reserved for exclusive private use
- n) All persons must dry off thoroughly prior to entering other parts of the clubhouse.
- o) Play equipment, big rafts, blow-up lounge chairs, inner tubes, beach balls, etc. are not acceptable. Items of use for the safety of children who can't swim, or are too young, 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.

3) Jacuzzi (includes sauna): All Owners, tenants, guests and visitors are cautioned that they use the Jacuzzi, its' equipment, and facilities at their own risk. Owners will also be

responsible for any damages 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.

- a) There is no lifeguard on duty - use at your own risk
- b) No oils or soap allowed in Jacuzzi
- c) The Jacuzzi is not a bathtub. Shower before entering (no exceptions)
- d) No smoking, alcoholic beverages or food allowed
- e) No glass containers allowed in Jacuzzi area. Plastic only. If glass is broken near the Jacuzzi, per federal law, the Jacuzzi must be drained, cleaned and refilled which will result in temporary Jacuzzi closure and additional cost.
- f) Children under 16 using the Jacuzzi must have an adult (18 or older) IN the Jacuzzi with them and supervising them at all times.
- g) Children under 16 are not allowed to adjust the Jacuzzi controls
- h) Children under 5 are not allowed in the Jacuzzi or sauna.
- i) Persons on prescribed medication or those being treated for any illness should consult their physician before entering the Jacuzzi or sauna.
- j) Elderly persons should consult their physician before entering the Jacuzzi or sauna.
- k) Swimming attire must be worn in the Jacuzzi (no street clothes)
- l) No unsafe, improper or offensive behavior or activity is allowed
- m) Enter and exit the Jacuzzi using the designated entrance only
- n) No jumping or diving into the Jacuzzi
- o) For your safety, time in the Jacuzzi is limited to 15 minutes

4) Game Room:

- a) Those playing must alternate games, if others are waiting to play, after their game is finished.
- b) Children under 12 must be accompanied and supervised by an adult (18 or older)

5) Multipurpose Room (Party Room):

- a) Other Clubhouse amenities (pool, Jacuzzi, sauna, tennis courts, game room etc.) can be used in conjunction with the multipurpose room reservations, with no more than 10 guests in the pool at any time.
- b) Reserve through the Property Manager with a \$150 refundable deposit, or \$200 with the use of the grill
- c) Cannot be reserved on a permanent recurring basis
- d) Cannot be used for monetary gain (HOA Board may approve fundraisers)
- e) Directional signs to clubhouse events are authorized 2 hours prior to the event and must be removed immediately after the event

6) Patio and BBQ:

- a) Reserve BBQ Grill through the Property Manager with \$50 refundable deposit
- b) No smoking is allowed in the patio area

b. Tennis Courts:

- 1) Tennis is the only activity allowed on the tennis courts
- 2) Players will play no more than 1.5 hours total if others are waiting to play

c. Green Space:

- 1) Enjoy it, but don't damage it
- 2) Stay off areas designated under repair
- 3) Children are prohibited from playing in the roads

d. Parking and Roads:

- 1) Residents will not exceed use of parking spaces provided with the unit
- 2) Residents will not use guest parking
- 3) The parking of a motor vehicle by the occupant of a unit on a street, driveway, or guest parking area in the common interest community is permitted if the vehicle is required to be available at designated periods at such occupant's residence as a condition of the occupant's employment and all of the following criteria are met:

- (I) The vehicle has a gross vehicle weight rating of ten thousand pounds or less;
- (II) The occupant is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services;
- (III) The vehicle bears an official emblem or other visible designation of the emergency service provider; and
- (IV) Parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other unit owners or occupants to use streets, driveways, and guest parking spaces within the common interest community.

- 4) Daytime guest parking will be limited to 6 hours
- 5) Overnight guest parking is by permit only. Permits are available in the office from the Property Manager or On-Site Manager Monday thru Friday 8am to 5pm. Evenings from 6pm to 10pm and week-ends 9am to 10 pm, call the maintenance/safety cell phone 719-310-0397.
- 6) No vehicles will park in the roadways (e.g. behind carports and garages)
- 7) Motor homes, campers, trailers, boats are prohibited unless parked entirely in the carport or garage
- 8) 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
- 9) Vehicles parked in the fire lane or blocking access (behind driveways or carports), will be towed immediately without notice

- 10) Vehicle owners should contact the posted towing company if their vehicles have been towed
- 11) The speed limit within the complex is as posted and Owners may be fined for violations, including violations by their tenants, guests and visitors.
- 12) Vehicles are required to stop at posted stop signs prior to entering the facility
- 13) All vehicles in the complex must have current tags and be operational
- 14) Vehicles violating parking rules will be towed at owner's expense without notice, and the On-Site Manager, staff and Board of Directors reserves the right to tow vehicles without notice as needed to maintain the safety and security of the residents and the complex (this includes any city, county, state or federal ordinance violation or any other illegal activity).

e. 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
- 5) All other units must provide and use their own trash containers with attached lids.
- 6) No trash containers allowed out before 7 pm the night before collection
- 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 major accumulation of snow

f. Building Maintenance

- 1) The HOA maintains the exteriors of the buildings and carports
- 2) Patio and deck areas are considered a shared common element. 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. 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.
- 5) Fireplaces require annual cleaning and/or inspection by December 31st of each year. Verification of completion or use will be requested on Owner Information Request form.
- 6) Dryer vents require cleaning and/or inspection every other year. Verification of completion will be requested on Owner Information Request form.

g. Other Conditions:

- 1) The above common elements are only for owners, and their guests or tenants, who are not delinquent in dues or who are undergoing rules and regulations violations process.

Keycards will be temporarily suspended until dues are paid and/or rules and regulations violations are resolved.

- 2) 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.
- 3) Only the On-Site 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.
- 4) The common elements are not for owners' private use (e.g. storage) nor will it be altered without HOA Board approval
- 5) Solicitation is prohibited in the complex.

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. 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. All decks, patios and/or balconies need to be kept in a neat, orderly appearance and cannot be used for storage.
- 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 can store items in the garage
- 5) Garage door must remain closed at all times when unattended for more than 30 minutes to deter criminal activity and for child safety.
- 6) 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
- 7) 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://tarocka.com> or in writing to the Property Manager at the HOA office during regular business hours. Work order forms are available in the HOA Office. 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 process. All specifics of the Modification Request process must be met. Insurance certificates must be provided to the HOA for any contractor working on HOA Property.
- 3) Modification requests for repairs and alterations must be submitted to the Property Manager or On-Site Manager prior to any work being performed. The Board will approve or decline written Modification Request forms which will remain on file as a binding contract of the transaction.
- 4) 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.
- 5) Owners are responsible for garage doors, windows, doors, gates and air conditioning units. Modification Request process applies to any updates.

c. Satellite Dishes, Antenna, and Cables:

- 1) All installations require approval by the On-Site Manager, 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 On-Site Manager

d. Prohibited Items and Activities:

- 1) Businesses that require clients to visit the unit, to include day care business.
- 2) Business advertisements visible outside the unit (excluding resident's vehicles)
- 3) Commercial vehicles (exceptions are vehicles providing a limited contracted service see parking rule and regulations above 2.d. 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 GCWR 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 (The HOA orchestrates complex-wide garage/yard sales)
- 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) Contacting members of the Board of Directors at their homes or outside of normal processes in place through the Property Manager, through meeting processes or through committee memberships
 - 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 On Site Manager or Board of Directors
- 9) Car washing within the facility, including inside carports or garages
- 10) Charcoal grills, fire pits or any other equipment that allows open burning

e. Pet Policy:

- 1) No dogs are allowed, except as required by disabilities law
- 2) Waiver forms and the pet policy document are available in the HOA office
- 3) Authorized dogs will be leashed at all times. Authorized pets may only be in common areas to assist their owner
- 4) Residents will immediately pick up their pet's excrement in common areas
- 5) Guests are not allowed to bring dogs to the complex when visiting, unless a service dog
- 6) Indoor cats are allowed and must be kept inside at all times. Any cat found outdoors will be considered stray and will be removed from the facility.

f. Signs and Flags:

- 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
- 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) Political signs, limited to one 36x48" are allowed 45 days prior to & be removed the day after the election
- 5) American flags will be allowed in the shared common area of each unit (enclosed patio area) or above the garage door, with a Modification Request approval.
- 6) The display of a service flag bearing a star donating the service of the owner or occupant of the unit, or of a member of the owner's or occupants immediate family, in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of the window or door of the unit not larger than 9 X 16 inches is allowed.
- 7) Other Flags may be flown on the day(s) of applicable occasion, events, holidays, or sports team and not to exceed 15 days after the occasion, event and/or holiday.
- 8) 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 at CB Insurance web-site, www.CentralBancorp.com. Read the policy for what the HOA is responsible for and what each home owner 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 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 finable offense. Please work with the Property Manager to verify the validity of claims prior to filing any claim with the master policy holder.
- 4) The HOA is not responsible for any damage to the inside of a unit that has been caused by acts of nature

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 Assessment (Dues) Enforcement Processes

a. Association Monthly Assessments (Dues):

- 1) Assessments are equal among all owners in accordance with governance documents
- 2) Assessments will be paid to the Property Manager or mailed to the Clubhouse at 252 W. Rockrimmon Blvd. Colorado Springs, CO 80919
- 3) Assessments are due in total the 1st of the month & late after the 15th of the month
- 4) Assessments received after the 15th of the month will be charged a \$10 a month late fee
- 5) Assessment balances in arrears over 30 days will be charged 8% per month until current.
- 6) Expenses incurred by the HOA for returned checks will be charged to the owner
- 7) Assessment balances in arrears over 90 days can result in liens being filed against the owner's property
- 8) Payments received are first applied to legal fees, late charges, interest, and then assessments.

- 9) Owners are liable for all costs and fees incurred by the Association to collect delinquent amounts owed to the Association, including all legal fees and costs
- 10) Delinquent accounts lose their privileges to use amenities until current
- 11) Delinquent accounts lose their right to vote in person or by proxy until current
- 12) Unpaid assessments will be collected according to governing documents and state laws.

b. Rules and Regulations Violations:

- 1) Violations must be submitted in writing, with pertinent details to the Property Manager. Incident reports are available at <https://tarocka.com>
- 2) If the Property Manager validates the complaint, notice will be sent to the alleged violators by a 1st notification letter. The Board may determine the hierarchy of fines as set forth below in Section 4(d) and based on severity of the offense or how it impacts the safety of the facility and after the owner has the opportunity for a hearing as set forth below in Section 4(c).
- 3) If the alleged violator is a guest or tenant, notice will be sent by regular and certified mail to the owner and the alleged violator at the address shown in the HOA records.
- 4) Alleged violators have 10 days to respond in writing, correcting the violation, or attend the hearing date indicated in the violation letter.
- 5) Failure to respond in writing within 10 days or failure to attend the hearing is an implied violation admission.

c. Dispute Resolution:

- 1) Complaints will be presented in writing to the Property Manager at the HOA office during regular business hours. Emails may also be sent to chris@zandrmgmt.com. If requested, the complaint will be reviewed by the HOA Board and a response will be provided at the Board's earliest convenience. Complaints will not be accepted by the maintenance personal.
- 2) For disputed violations, a formal hearing with the HOA Board will be held
- 3) The hearing will be held and conducted in a manner deemed appropriate by the HOA Board
- 4) The alleged violator, accuser, and witness on both sides of the dispute may be present; however, if parties involved fail to appear, the hearing may proceed as scheduled
- 5) Alleged violator may be represented by legal counsel if he/she give at least 14 days written notice to the HOA Board so that the Association's attorney may attend
- 6) Upon request of the alleged violator, the written complaint will be read followed by any written rebuttals
- 7) Upon request of the alleged violator, the formal rule and regulation will be read
- 8) The alleged violator will be offered an opportunity to present opening statements. The opening statement will be limited to 10 minutes.
- 9) The HOA Board members will offer all present an opportunity to speak
- 10) Information revealed that indicate illegal activities will be forwarded to local authorities.
- 11) When satisfied with the information provided, the HOA Board will vote, in private, to determine courses of action by majority vote.
- 12) The HOA Board will provide their decision and course of action in writing to the principle parties involved within twenty-one (21) days of the hearing.

13)The HOA Board and the alleged violator may agree to defer disputes to arbitration or other means to resolve disputes per the Alternative Dispute Resolution Policy of the HOA

d. Fines and Penalties:

Fine Schedule – Unless otherwise specified, the fines for violations of the Covenants and Rules, in a 12 month period, shall be as follows:

- | | |
|----------------------------|--|
| 1) First Offense | Written Warning |
| 2) Second Offense | Up to a \$50.00 fine* |
| 3) Third Offense | \$50.00 fine* |
| 4) Fourth Offense | Up to a \$100.00 fine* |
| 5) Fifth Offense | \$100.00 fine* and request for eviction of tenant or Injunctive relief against the Owner |
| 6) Each Additional Offense | \$100.00 fine* |

*Fines will only be assessed after the violator has been given notice and had the opportunity for a hearing with the Board. Fines may be higher than \$100.00 depending on the severity of the violation.

e. 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 and On-Site 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 terms
- 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) Board members are limited to 2 consecutive terms to ensure fresh perspectives.
- 6) Refer to the By-Laws for additional details on HOA Board responsibilities.

- 7) The Board will comply with conflict of interest standards set for the in the Colorado Revised Nonprofit Corporation Action, Colorado Common Interest Ownership Act and the HOA's conflict of Interest Policy.

b. Meetings:

- 1) Board meetings are held on the 3rd Monday each month.
- 2) Annual Owners' meetings are held annually in December.
- 3) All Owners or Owner representatives are welcome to attend.
- 4) Special meetings will be announced as required with at least 5 days notice
- 5) Meetings agendas and other information will be posted on the mailbox boards and website
- 6) Meetings will comply with Governing Documents and guided by Robert's Rules of Order.
- 7) Speakers will be recognized by the HOA Board Chairperson prior to speaking.
- 8) The HOA Board Chairperson will regulate time spent on topics to stay on schedule.
- 9) Residents who attend the meeting who are disrespectful, disruptive, offensive, etc. will be directed to leave by the HOA Board and deemed in violation of this rule and process in accordance with paragraph 4 (verbal in lieu of written notice of violation is authorized)
- 10) Executive sessions are called by the HOA Board for the following matters that are permitted by the Colorado Common Interest Ownership Act for discussion by an executive or closed session are limited to:
 - a) Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;
 - b) Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;
 - c) Investigative proceedings concerning possible or actual criminal misconduct;
 - d) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
 - e) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;
 - f) Review of or discussion relating to any written or oral communication from legal counsel.

Upon the final resolution of any matter for which the board received legal advice or that concerned pending or contemplated litigation, the board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

Prior to the time the members of the executive board or any committee thereof convene in executive session, the chair of the body shall announce the general matter of discussion as enumerated in paragraphs (a) to (f) above

No rule or regulation of the board or any committee thereof shall be adopted during an executive session. A rule or regulation may be validly adopted only during a regular or

special meeting or after the body goes back into regular session following an executive session.

The minutes of all meetings at which an executive session was held shall indicate that an executive session was held and the general subject matter of the executive session.

11) Refer to the HOA By-Laws for additional details on voting.

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 by secret ballot 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 December 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 reserves require HOA Board approval
- 8) Refer to HOA governance documents for addition 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 in accordance with Section 5(e) below.

6. HOA Records

Although members have important rights to information not available to the general public, member status does not (in and of itself) entitle an individual to unfettered access to all corporate information; members have less right to acquire information than do directors, and they cannot require the Association to create documents.

Any member delinquent in the payment of assessments levied by the Association is not in good standing and their right to inspect and copy records of the Association is suspended until such times as the member no longer has a past due balance.

In no event will production of the records of the Association be used to invade the privacy of other owners or to create a financial burden or otherwise harass the Association or the unpaid volunteers who make up the Board of Directors or otherwise compromise the financial security of the Association.

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:

Declaration of Covenants, Conditions and Restrictions of the Townhome at Rockrimmon, Inc., recorded at Reception No. 440609 of the records of El Paso County, Colorado and all amendments thereafter;

- 1) Articles of Incorporation;
- 2) Bylaws;
- 3) Policies, Procedures, Rules and Regulations, and Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members;
- 4) Detailed records of receipts and expenditures affecting the operation and administration of the Association;
- 5) Records of claims for construction defects and amounts received pursuant to settlement of those claims;
- 6) 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;
- 7) Written communications 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;
- 8) 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;
- 9) 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;
- 10) A list of the names, electronic mail addresses, and physical mailing addresses of its current executive board members and officers;
- 11) Its most recent annual report, if any;
- 12) Financial records sufficiently detailed to enable the Association to comply with CRS § 38-33.3-316(8) concerning statements of unpaid assessments;
- 13) The Association's most recent reserve study, if any;
- 14) Current written contracts to which the Association is a party and contracts for work

- performed for the Association within the immediately preceding two years;
- 15) Records of executive board or committee actions to approve or deny any requests for design or architectural approval from unit owners;
 - 16) Ballots, proxies, and other records related to voting by unit owners for one year after the election, action, or vote to which they relate;
 - 17) 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
 - 18) All written communications within the past three years to all unit owners generally as unit owners.

b. Records Must Be Made Available:

Subject to the exclusions and limitations set forth herein, maintained records must be available for examination and copying by unit owner or an owner's authorized agent and most are available on the Association's website at: <https://tarocka.com>.

- 1) Owners must submit a written request, describing with reasonable particularity the records sought, at least ten days prior to inspection or production of the documents. A suggested form is attached to this policy.
- 2) Examination and copying times shall be limited to normal business hours or the next regularly scheduled executive board meeting if the meeting occurs within thirty days after the request.
- 3) The Association may impose a reasonable charge, which may be collected in advance to cover the costs of labor and material, for copies of Association records, which will not exceed the estimated cost of production and reproduction of the records. The estimated cost will include the removal of records or entries described in Sections 4, 5 and/or 6 below.
- 4) The right to copy records under this section includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission, if available, upon request by the Owner and the advance payment of costs.
- 5) Copies should be available within ten (10) working days of receipt of the request, unless the condition or voluminous nature of the records makes this time frame impractical. In such cases, the copies should be made available as soon as is practical.
- 6) The Association does not warrant or represent the accuracy, completeness, or any other matter as to materials which are required to be provided by statute or judicial proceeding. As a result, the Association shall not be liable for the disclosure or copying of the above-described materials.

c. Limitations As To Use Of Membership List:

1) No membership list may be obtained or used for any of the following purposes without written consent of the executive board:

- a) For a purpose unrelated to a unit owner's interest as a unit owner;
- b) For the purpose to solicit money or property unless such money or property will be used solely to solicit votes of the unit owners in an election to be held by the Association;
- c) For any commercial purpose; or
- d) For sale to or purchase by any person.

2) Any Owner requesting an ownership list may facilitate the production of said list by furnishing a sworn statement to verify:

- a) that he/she will not use the list for the purposes stated in Subparagraph ii through iv of Paragraph (a) of Section 4 above; and
- b) that in the event the list is used for any improper purpose, he/she will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and shall be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

d. Records That May Be Withheld From Inspection and Copying:

The following records may be withheld to the extent that they are (or may concern) the following:

- 1) Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;
- 2) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;
- 3) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
- 4) Disclosure of information in violation of law;
- 5) Records of an executive session of an executive board; or
- 6) Records of individual properties other than those of the requesting owner.
- 7) The names and physical mailing addresses of the owners of time-share units as defined in C.R.S. § 38-33-110(7).

e. Records That Must Be Withheld:

The following records are not subject to inspection or copying:

- 1) Personnel, salary, or medical records relating to specific individuals; or
- 2) Personal identification and account information of members, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers.

f. Limitations As To Use Of Membership List:

- 1) Owners who desire to examine Association records that are not posted on the website must make an appointment with the records custodian and submit the Document Request Form. The Board of Directors or the Manager (hereinafter collectively referred to as the "custodian") shall review the request in accordance with the principles set forth above, and shall have discretion to deny requests (or to seek legal advice as to whether to deny requests) in appropriate cases.
- 2) Reasonable effort will be made to accommodate the Owner within a reasonable period of time. When the appointment is made, the Owner will be asked to designate the amount of time they want to reserve for the inspection. The custodian shall have discretion to (1) schedule the time and place; and (2) to require that records will be inspected only in the presence of a Board member, management company employee or other person designated by the Board. Owners shall not remove any document from the Association's records, nor shall they remove records from the Association's place of business.
- 3) If possible, the custodian shall make an appointment with the Owner at a place and a time convenient to both parties to conduct the inspection. However, if the request requires the participation of unpaid volunteer board members, the time, place and length of inspections will be based upon the board member's schedule. All appointments for inspection will be limited to one (1) hour unless otherwise agreed by the board member; if additional time is needed, additional appointments will be made.
- 4) Certain records may be copied at the Owner's expense. This cost will be only a copying charge if the Owner designates such records for copying during the inspection by use of tab, clip, or Post-It note upon the pages desired. However, an Owner may not otherwise alter the records (for example, no folding, pencil or pen marks, etc.). The custodian, on behalf of the Association, will make the copies, and may collect the estimated cost in advance.
- 5) In cases where Owners request documents rather than inspection and the Association must locate the requested document(s), the Owner requesting such copies shall reimburse the Association for the actual cost of that service, which may include labor and materials for research, locating and retrieval, as well as copying, which amount may be collected in advance.

- 6) Depending on the number of pages requested, the records custodian may request
 - a) advance payment of the estimated cost of such copies; and
 - b) that the Owner return at a later date to pick up the requested copies, in order to allow personnel to set aside time to reproduce the documentation requested.
- 7) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association's office where the inspection or copying is taking place.

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

On-Site Manager: HOA hired person(s) that serve to manage the maintenance needs of the complex as well as help enforce the rules and regulation of the HOA

HOA Bookkeeper: HOA hired company to manage finances