

Summary of Rules and Regulations

Policies and Procedures

Adopted 3-8-22

For Residents of Yorkshire Commons Townhome Owners Association

Maintaining the quality of life for all residents is the intent of your Homeowners Association's governing documents. To achieve this goal, the Rules and Regulations were adopted to provide the greatest good for the greatest number of people. This summary has been prepared as a convenient reference for both owner and renter residents of Yorkshire Commons Townhome Owners Association. The complete text of the rules and other restrictive covenants and obligations are found in the Association Declarations which all owners have a copy of and should be familiar with. Owners who rent their units are responsible for providing a copy of the governing documents, including the rules, to their renter. Violations of the rules as well as maintenance problems should be reported to the management company. This document also includes policies set by your Board of Directors. If you have any questions, please refer to your governing documents first and if the issue is not addressed in the documents, please contact your managing agent for clarification. In all instances the recorded Declarations will supersede any rule, regulation, or policy set by the Board of Directors if it is direct conflict.

Your Association Manager:

Balanced Bookkeeping and Community Association Management
PO Box 25696
Colorado Springs, CO 80918

Phone: 719-593-9811

Kristie McKitterick, Association Manager
E-mail: balbookacc@aol.com

Your: Board of Directors:

Carah Barbarick, President

Mohit Kumar, VP

Jason Saenz, Treasurer

DISCLAIMER AND RELEASE. All Persons covenant and agree, by their entry into the community, that they are solely responsible for their own safety and security (and that of their family and guests). The Association, the Board, its officers, directors and employees (collectively the "Association") are NOT responsible for the safety or security and are NOT law enforcement agents. All Persons should promptly report any threatened or actual criminal activity to the POLICE. The Association is hereby released by all Persons from any liability or claim for loss, damage or injury to any Person or property related to safety, security or criminal activity.

THESE POLICIES, PROCEDURES, RULES AND REGULATIONS MAY BE CHANGED OR MODIFIED AT ANY TIME BY THE BOARD OF DIRECTORS, and shall constitute Rules and Regulations, as well as Policies and Procedures, under the Colorado Common Interest Ownership Act. In the event of any conflict between these Policies, Procedures, Rule and Regulations and the Association Documents or any statute or law, the Association Documents or statute or law shall prevail.

RULES AND REGULATIONS

OF

YORKSHIRE COMMONS TOWNHOME OWNERS ASSOCIATION

1. Homeowners Association Each owner of a lot in the subdivision shall read the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and the Bylaws and These Rules (the "Association Documents") of Yorkshire Commons Townhome Owners Association (the "Association"). Each owner shall strictly comply with the Association Documents. The Association's Board of Director ("Board") shall have the power to enforce the Association Documents and to amend these rules from time to time.

2. Flag Provisions In compliance with HB 21-1310, the following shall apply to flags and flagpoles:
 - A. Number. Each Unit may have not more than one (1) flag and not more than one (1) flagpole at a time.
 - B. Location. The flag may only be located on a flagpole or in a window or on a unit's balcony, if applicable. The flagpole must not be located more than five (5) feet from the unit's foundation and not in any public or utility easement, not on any common area, and not within five (5) feet of any sidewalk or street.
 - C. Size. A flag may not exceed six (6) square feet in size. A flagpole may not exceed ten (10) feet in height from dirt to the top of the flagpole.
 - D. Other Provisions. Flags bearing commercial messages are prohibited. Flags or flagpoles which violate Federal, State or City laws and codes are prohibited. Flags or flagpoles which violate this Rule or are a nuisance, unsafe or not kept in good attractive condition are prohibited. Flags shall not be placed on roofs, exterior walls, fences or unapproved structures. This Rule is in addition Federal flag requirements. Flags and flagpoles must comply with the architectural and sign requirement of the association. In its

sole discretion, the Architectural Committee can grant exceptions to the number, size, and location of flags and flagpoles, and may adopt other requirements for flags and flagpoles.

- E. Advertising/Signs Only standard "FOR SALE" or "FOR RENT" signs (not to exceed four square feet) will be allowed within the window of a unit.
 - F. The American Flag May be displayed on an owner's property or within the window of a unit or a balcony adjoining a unit but may not be attached to the exterior of the unit in any manner except by a bracket, which has been approved by the Association, or a flagpole located in the rear of the unit. The flag must be displayed in a manner consistent with Federal and State Flag Codes. The flag may not be any larger than six (6) square feet in size. A Service flag bearing a star denoting the service of the unit owner or a member of unit owner's immediate family in the active or reserve military service of the United States during the war or on conflict may be displayed on the inside of a window or door of the unit owner's home. The Service flag may not exceed six (6) square feet in size.
3. Sign Provisions In compliance with HB 21-1310, the following shall apply to signs and signs:
- A. Number. Each Unit may have not more than one (1) sign a time.
 - B. Placement. A sign shall be located only in the window of that unit.
 - G. Size. A sign may not exceed 24" x 24" in size.
 - H. Other Provisions. Signs bearing commercial messages are prohibited. Signs which violate this Rule or a nuisance, unsafe or not kept in good attractive condition are prohibited. Signs shall not be placed on roofs, exterior walls, fences or unapproved structures. In its sole discretion, the Board of Directors can grant exceptions to the number, size, and location of signs, and may adopt other requirements for signs.
4. Alternative Dispute Resolution In the event of any dispute involving the Association and an Owner, the Owner is invited and encouraged to meet with the Board of Directors to resolve the dispute informally and without the need for litigation. If the Owner requests to meet with the board, the Board shall make a reasonable effort to comply with the owner's request. Nothing in this policy shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the Association nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.
5. Architectural Control
- A. Each owner shall strictly comply with the requirements for architectural approval set forth in the Association Documents. The Board shall have sole

and complete discretion in interpreting, enforcing and determining compliance with the architectural control provisions of the Association documents and upholding the authority of the Architectural Control Committee (the "committee") which may be the Board itself. The Board may determine in its sole discretion whether an applicant has met the procedural and other requirements of architectural review.

- B. Subsequent to all construction by the Declarant, without the prior written approval of the Committee which is its sole discretion may impose conditions, restrictions or prohibitions:
 - (i) No buildings, fences, satellite dishes, or any other items shall be constructed, placed or maintained by the owner upon the landscaping or exterior of any lot.
 - (ii) No owner shall change the exterior appearance of the building or landscaping on the lot.
 - (iii) No owner shall attach awning, screens, screen doors or other items to the exterior of the building without the board's approval.
 - (iv) No signs, notices or other exterior displays shall be exhibited, painted, affixed or otherwise located upon any lot or any building on a lot.
 - (v) No owner or occupant shall plant flowers, trees, gardens, or shrubbery in any pots or any area of landscaping.
 - (vi) No owner or occupant shall erect any satellite dish aerial antenna poles, wires or similar objects upon the exterior of any building.
- C. No owner or occupant shall allow any patio furniture, bicycles, swimming pools, hot tubs, toys or other items to be left on the landscaping.
- D. No wood storage or other storage items shall be allowed on the exterior of any building.

6. Assessment Collection.

A. Owner Responsibility.

(i) Owners are responsible for paying assessments as provided in the Association's Governing Documents. In addition, Owners may have a statutory duty to pay under certain provisions of the Colorado Common Interest Ownership Act (CCIOA) to the extent that statute applies. The term "assessments" includes, as applicable, any and all regular and special assessments and associated fees, charges, late charges, attorney fees, fines and interest.

(ii) Owners are responsible for contacting the Association, and for making arrangements for the delivery of all payments to the Association, whether by mail or direct deposits. Owners must notify the Association in writing of any change in

their mailing address or status immediately. The Association shall not be liable for any errors or omissions in any billing to the Owner or collection action as a result of a failure to notify the Association in writing of an address change.

(iii) Owners are encouraged to use direct deposit of monthly assessments to avoid late charges, payment disputes, or other problems. Arrangements may be made by contacting in writing the manager, Balbookacc@aol.com.

(iv) Checks containing a restrictive endorsement on the back may, at the option of the Association, either (i) be returned to the Owner and the amount tendered shall be considered unpaid, or (ii) be deposited without waiving any of the rights and remedies of the Association to unpaid sums, whether or not the restrictive endorsement is crossed out.

B. Due Date Interest and Late Charges.

(i) The Association's Annual Common Expense Assessment shall be due and payable as provided in the Association's Governing Documents, and unless otherwise provided, monthly assessments shall be due on the 1st day of each month that assessments are due. The Board may accelerate assessments under certain circumstances, and further, special assessments, fines, fees and other charges shall be due on the date specified in any notice thereof or if not specified on the first day of the following month after the notice.

(ii) Any payment, which is not received by the 10th day after such payment is due, shall be considered past due and delinquent, and will be charged a late fee of \$15.00, which fee shall be levied and owed by the Owner for each month during which there is a balance on the account.

(iii) In addition to the late fee, the Association shall be entitled to receive any and all costs of collection, attorney's fees, and interest allowed by the Association's Governing Documents or any statute or law. The interest rate for delinquent sums is set forth either in the Association's Governing Documents at 18% percent per annum, or if not set forth therein, it shall be the highest rate allowed by Colorado law. Interest shall be levied each month on the 11th of the month during which that account has a balance owing.

C. Returned Checks.

(i) The Association will impose an administrative fee (currently \$25.00), or other amount deemed appropriate by the Board, for all returned checks, drafts or money orders.

(ii) If notice of a returned check, draft, or money order is 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 Owner who provided the returned check, draft or money order shall be liable to the Association for collection for three times the face amount of the check, draft or money order, but not less than \$100.00, and any expenses of collecting such sums.

(iii) 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 the Owner's future payments, for a period of one year, be made by ACH draft, certified check or money order.

(iv) The Association shall not be obligated to process any payment more than once, but in its discretion, it may attempt to process up to three times. Any costs associated with such processing, including charges by the payee's bank, shall be the sole responsibility of the payee.

D. Payment Plan.

(i) Statutory Payment Plan. Owners may be entitled to a one-time payment plan under Colorado statutes. Such statutory payment plan shall be subject to the following:

Any request for a statutory payment plan must be made by an Owner in writing and delivered to the Association's Registered Agent at the Registered Address. Any payment plan will be a legally binding contract, and the plan will require the Owner to pay all delinquent sums, including late fees, interest, attorney fees, charges and other costs. The payment plan will require that the Owner keep all monthly payments current and must pay off the entire delinquent amount in payments over a time period agreed by the Board, unless CCIOA requires equal monthly installments over a period of at least six (6) months. No statutory payment plan is available if the Owner does not occupy the Unit and has acquired the Unit as a result of: (1) a default of a security interest encumbering the Unit, or (2) foreclosure of the Association's lien.

(ii) Other Payment Plans. In its sole discretion, the Board may consider any other request for a payment plan, but such request must be in writing, describing the necessity for such plan and its terms.

(iii) Remedies. Nothing in this Rule prohibits the Association, or a holder or assignee of the Association's debt from pursuing legal action against an Owner if the Owner fails to comply with the terms of his or her payment plan. An Owner's failure to remit payment of an agreed-upon installment when due, to remain current with regular assessments as they come due during the repayment period, or if any payment is returned for insufficient funds, constitutes a failure to comply with the terms of his or her payment plan.

(iv) Complete Discretion. The Association is not obligated to negotiate a payment plan with an Owner who has previously entered into a payment plan. The Board shall have complete discretion as to payment plans, except as otherwise required by Colorado statute.

E. Notices of Delinquent Assessments.

(i) The Association may send the Owner various notices of unpaid assessments and may charge for any notices sent to the Owners in connection with such delinquent assessments, but the Owners are responsible for ensuring that their payments are timely and fully made, regardless of whether notice is sent. Assessments are due on the 1st of the month. A grace period may be provided in the association documents prior to the levy of a late fee or interest.

(ii) Before the Association turns over a delinquent account of an Owner to a collection agency, or refers it to an attorney for legal action, the Association shall, to the extent required by statute or law, send the Owner a "Notice of Delinquency" specifying:

(a) the total amount due, with an accounting of how the total was determined, which may be shown by enclosing a copy of that Owner's ledger;

(b) that an opportunity to enter into a payment plan may exist in accordance with Section 4 of this Rule, in which case the Owner (if eligible) must contact the Association's Contact Person in writing at the Contact Address, to request a payment plan within the time frame noted in Section 4.

(c) that the name (“Contact Person”) and contact information (“Contact Address”) for the individual whom the Owner may contact to request a copy of the Owner’s ledger in order to verify the amount of the debt shall be as set forth in the Notice of Delinquency and;

(d) that action is required to cure the delinquency, and that failure to do so within thirty (30) days may result in the Owner’s delinquent account being turned over to a collection agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner’s property, or other remedies available under Colorado law.

(iii) Only one “Notice of Delinquency” shall be required during any collection process.

F. Payment Priority

Regardless of inscriptions or notations on the front or back of the check, all payments shall be applied to outstanding balances in the following order of priority:

- (i) late charges;
- (ii) interest;
- (iii) attorney fees and costs;
- (iv) returned check charges;
- (v) past-due Special Assessments, past-due fines, or other charges, if any;
- (vi) currently due Special Assessments, or currently due fines, or other charges if any; and
- (vii) unpaid Assessments beginning with the oldest unpaid assessment.

This method of application of payments may result in the account continuing to be delinquent for current dues if the amount tendered is less than the total resulting in the application of late fees and interest.

G. Remedies for Collection of Delinquent Assessments.

(i) The Association may exercise any and all rights and remedies available under the Association’s Governing Documents, or under Colorado law, including without limitation, the Owner’s delinquent account being turned over to a collections agency, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner’s property, or other remedies available under Colorado law.

(ii) In the Board's sole discretion, and to the fullest extent permitted by the Association's Governing Documents and/or Colorado law, in the event at least six (6) months installment(s) are past due, the entire Annual Assessment may be accelerated upon at least 30 days written notice to the Owner, so that all monthly installments for the remainder of the Assessment year are immediately due and payable.

(iii) To the fullest extent permitted by the Association's Governing Documents and/or Colorado statutes, the Association may also deny rights to use Association facilities, voting rights, or other rights in the Association (including but not limited to inspection of records) until all assessments and other sums are paid in full. In order to be a "Owner in good standing" for purposes of this Rule, and to obtain a release of liens, restoration of voting or other rights, or to terminate litigation, the delinquent Owner must make payment in full of all assessments and other sums, including sums which arise after the collection process or after the Owner delivers a payment to the Association. The Association shall not be liable for any errors or omissions in any billing address or payment statement to the Owner.

(iv) To the fullest extent permitted by the Association's Governing Documents and/or Colorado statutes, the Association may (but shall not be required) proceed by filing litigation against any Owner who has not paid his assessment and, without affecting that remedy, may also file a lien against the delinquent Unit, which may be foreclosed as provided in the Association's Governing Documents and/or the CCIOA.

(v) To the fullest extent permitted by the Association's Governing Documents and/or Colorado statutes, the tenant in any rental Unit in the Association shall, upon written notice from the Association which may be included with the Notice of Delinquency described in Section 5(b), pay any delinquent annual or special assessment owed by the Owner of the rental Unit to the Association, and all payments made by the tenant to the Association shall reduce the tenant's obligation to make monthly rental payments to the Owner under the lease by the same amount. Despite such payments, the Association shall not be obligated to perform or incur any obligation under the lease. If the tenant fails to comply with the Association's written notice and to make the payments required, the Owner and tenant shall be subject to all rights and remedies described the Association's Governing Documents, and/or the CCIOA, including the right to request that a court appoint a receiver to manage the Unit.

(vi) To the fullest extent permitted by the Association's Governing Documents and/or Colorado statutes, the Association may also assign its assessment lien and/or collection rights against the delinquent property and/or delinquent Owner to a third-party assignee, without recourse or warranty of any kind. The assignee shall assume all responsibility for the enforcement of the assigned lien, and the Association shall not be liable for any actions of said assignee. Unless the Board otherwise agrees assignments shall apply only to assessment as described above that are owed to the Association prior to the assignment, and shall not assign, release or supersede any claims or lien the Association may have for assessments accruing after said date. If an assignee does not pay any assessments levied after the assignment, the assigned assessment lien shall be subordinate to any future assessment by the Association, and the assignee may not take any actions that would hinder the Association's right or ability to collect those unpaid future assessments. Any assignment shall automatically include the above terms without the necessity of any recital therein.

H. Association's Collection Action through its Attorneys.

(i) After a delinquent account has been referred to the Association's attorney, the Association may require that all communication with the delinquent Owner shall be handled through the Association's attorney. At the discretion of the Association, neither the manager, if any, nor any member of the Board of Directors have any authority to 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.

(ii) 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, and the Association shall be entitled to collect interest at the rate set forth in this Rule, from the due date of such payments, as well as reasonable attorney fees, court costs, and all other expenses of collection on said delinquent payment. The reasonable attorney fees incurred by the Association shall be due and payable from the delinquent Owner on the date(s) when such expense(s) are incurred by the Association. Payments made to the Association directly may not stop the legal process and may not pay the account current.

I. Foreclosure of Liens

(i) Liens under CRS 38-33.3-316. The Association may, have rights and remedies to collect assessments under the CCIOA, including liens. Any sums expended by the Association for repairs or other actions needed to preserve or protect any abandoned Unit within the Association during a foreclosure against said Unit shall be additional indebtedness secured by the priority lien claim described in CRS 38-33.316(2)(b)(i) and 38-33.3-316(c). The Association, or holder, or assignee, of the Association's lien under CRS 38-33.3-316, whether the holder or assignee of the Association's lien is an entity or a natural person, may only foreclose on the lien if:

(a) the balance of the assessments and charges secured by its lien, as defined in Subsection (2) of CRS 38-33.3-316, equals or exceeds six months of common expense assessments based on a periodic budget adopted by the Association; and

(b) the Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific unit on an individual basis. The Board may not delegate its duty to act under this Subparagraph to any attorney, insurer, manager, or other person and any legal action filed without evidence of the recorded vote authorizing the action must be dismissed.

(ii) Lien under Association's Governing Documents. In addition to the lien under CRS 38-33.3-316, the Association, or its assign, may exercise its rights and remedies under the Association's Governing Documents in accordance with Colorado law, including the filing and foreclosure of liens. The lien and other rights of the Association under the Association's Governing Documents shall not be affected or impaired by any restrictions or provisions set forth elsewhere in this Rule.

J. Bankruptcy of Owner

(i) The filing of a bankruptcy action does not terminate the Association's right to collect assessments, because:

(a) the Association has an Assessment lien claim against the Unit for all past assessments as described above, and

(b) the Owner will remain personally liable for all post-bankruptcy filing assessments so long as they retain title to the Unit. A notice of intent to surrender the property is not the same as the transfer of title.

(ii) Based on the above, when the Association learns that a bankruptcy action has been filed, the accounting for that Unit shall thereafter be based upon the filing date of that bankruptcy action (the "Petition Date"), and the Association should create two separate ledgers for the Unit showing assessments owed prior to the Petition Date and after the Petition Date.

K. Proof of Payments

(i) Since the records of the Association are kept in the ordinary course of business and the Association relies upon same on the behalf of all Owners, there is a presumption that those records are correct and that the Assessment is valid if there is no written dispute received by the Association within thirty (30) days after the mailing of a billing statement or other account status.

(ii) An Owner who wishes to dispute the amount or the validity of any Assessment charged to his/her Unit must submit a statement within thirty (30) days after the mailing of a billing statement or other account status that describes all disputed payments and can request information from (or request a hearing before) the Board but must put that request in writing in accordance with this Rule.

(iii) The Board may require that the Owner deliver documentation, such as cancelled checks or bank statements, to support the Owner's claims.

(iv) All payments made to settle a dispute and ALL correspondence regarding payment disputes must be sent by certified mail to the Association's Registered Agent at the Registered Address. If payment or correspondence is delivered by any other method, the Owner using that non-authorized method assumes the risk that the payment and any communication were not received by the Association.

L. Certificate of Status of Assessments.

Upon receipt of the written request described below, and the advance payment of the fee described below, the Association should furnish to an Owner or such Owner's designee a written statement setting forth the amount of unpaid assessments currently levied against the Owner's Unit. Such request must be delivered personally or by certified mail, first-class postage prepaid, return receipt, to the Association's Registered Agent at the address shown on the records of the Colorado Secretary of State. The statement should be delivered within 14 calendar days after actual receipt of the request. The request must include payment of the

Association's fee for such statements. Failure to pay any delinquent assessments or sums (including the fee), or to comply with any conditions stated in the statement will render the statement null and void. Any such statement shall be without warranty or liability to the Association. Despite the above, the Association, in its sole discretion, may accept other types of requests and other payment arrangements for such requests.

M. General.

(i) Nothing in this Rule requires the Board to take specific actions at a specific time. The Board has the option and right to continue to evaluate each delinquency on a case-by-case basis. The Board may modify the procedures contained herein as the Board shall determine appropriate under the particular circumstances.

(ii) Failure of the Association to strictly comply with any provision of this Rule shall not be deemed a waiver of the Association's right to require strict compliance by the Owner and shall not be deemed a defense to payment of assessments, fees or other charges, late charges, return check charges, attorney fees and/or costs as described and imposed by this Rule nor be asserted as a claim against the Association.

(iii) This Rule shall be effective as provided in the Association's Governing Documents, at which time it shall replace and supersede any prior rule or policy regarding assessments, collections, liens and legal remedies, provided however, that the Board may in its discretion suspend the effective date of any provision of this Rule for any collection actions filed or taken prior to January 2, 2014. This Rule may be amended by the Board in the future.

(iv) If any portion or provision of this Rule is found to be invalid, the remaining provisions shall continue in full force and effect.

7. Attorney Fees with Regard to Back billing:

A. That, in the case of any owner who has been fined as a result of violation of any Covenant, Rule, Regulation or Resolution, or who retains an attorney for any reason against the Association, or who causes the Board or Managers to retain an Attorney as a result of a legal challenge to the fine or for any other reason; through any of the following means shall be billed for any and all attorney fees incurred by the Association which are directly or indirectly connected to the case.

(i) The retention of an attorney resulting in correspondence with the Association

(ii) The filing of a lawsuit against the Association.

(iii) Any other legal method taken against the Association resulting in the need for the Association to seek legal advice.

B. That the costs of the Association attorney shall immediately be passed on to the owner involved as an attachment to the assessment account and shall remain a part of that assessment account until removed by payment thereof or a vote of the Board of Directors.

8. Business (Household Occupations) No business activities of any kind shall be conducted in any building or in any portion of the project without the prior written consent of the Board of Directors and only if that business activity is designated as household occupations. Distribution or warehousing services are strictly prohibited. No business advertising of any kind will be permitted. Waivers may be sought for specific forms of in-home business by making a written request to the Board of Directors.

9. Conflicts of Interest

A. The Board of Directors shall comply with all of Colorado's statutory provisions against conflict of interest as found in the Colorado Revised Non-profit Corporation Act and the Colorado Common Interest Ownership Act. A "conflict of interest" is defined by the Colorado statutes, but generally means any contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest. Director means a member of the Association's Board of Directors. A party related to a Director means a spouse, a descendent, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

B. Each Board member is obligated by law to disclose, in an open Board meeting, any existing conflict of interest prior to any discussion or action on that issue, and the Board member shall not vote on such issue.

C. If a Board member is uncertain as to whether a conflict of interest exists, the member must assume that it does in fact exist and proceed accordingly.

D. The above notwithstanding, at any Board meeting, a Board member with a conflict of interest may be counted “present” for the purpose of determining whether a quorum exists.

E. Any Board member who violates this rule, or any other Association Document, may be removed from the Board, in addition to any other legal penalty or remedy.

F. No conflicting interest transaction shall be voidable by an Owner or on behalf of the Association if the facts about the conflicting interest transaction are disclosed to the board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction; the facts are disclosed to the Owners entitled to vote on the matter and they vote to authorize the transaction; or the conflicting interest transaction is fair to the Association.

G. The Association may require that all Board members sign a copy of this rule to acknowledge that they have read and understand it and will comply fully with it.

10. Extermination Regulations The extermination of insects by the Association is determined by the type of insect. The following are the restrictions for payment by the Association for extermination of pests.

1. The Association may pay for some expense for exterminating exterior pests which can be a danger to human life. For example; bees, wasps.

2. The Association may pay for some exterior expense for exterminating pests which can be a danger to the physical property. For example; termites, rodents, pine beetles.

3. The Board of Directors reserves the right to determine what type of pest is to be included under categories 1 and 2.

4. The Association will not pay for the expense of interior or exterior extermination of any pests which do not fall under either category 1 or 2. For example; ants, roaches, fleas, mites, spiders.

5. The Board of Directors retains the right to determine the level of responsibility of the Association to pay the expense of extermination of any pest which does not fall under category 1 or 2.

6. Any request by a homeowner for the Association to pay for the expense of exterior or interior extermination must meet the following conditions.

A. A request is received in writing from the Homeowner.

B. The request includes the type of pest, an estimate of cost, the name of the extermination company, proof of licensing and insurance if the extermination is to be external, and a justification for the expense being absorbed by the Association.

C. The request must be provided to the Association prior to any work being completed.

D. Under no circumstances will the Association pay for the removal of pests if it is determined that the pests are a result of negligence on the part of the Homeowner. For example; extermination of roaches in a unit which is not clean and sanitary.

11. Fire Code Rule

Please visit www.coloradosprings.gov/fire for up-to-date information.

12. Freeze Ups It is the owner's responsibility to prevent water pipes from freezing. Thermostat settings should be maintained at a high enough setting to prevent freezing during times of extremely cold weather. Units having a bathroom adjacent to an outside wall should leave the sink cabinet doors open so warm air can circulate around the water supply and drain lines. Any damage determined to be caused by the freezing of water lines shall be the sole responsibility of the Owner and the Association shall require that the Owner pay any deductibles for an insurance claim.

13. Guests, Family Members, and Tenants Each Owner shall be liable for any violations or damage done by that owner's guests, tenants, contractors, invitees, or family members and each owner shall be subject to fine for any violations of the Association Documents by those persons. Each owner shall make such persons fully aware of the Association Documents and their requirements and shall incorporate the same into any leases and agreements. All tenants must be registered with the Association management company, within 30 days of signing of the lease.

14. Hazardous Activities No hazardous or unsafe activities shall be permitted to be conducted on the property. This includes but is not limited to open fires outside of a contained grill or started on the common area, the discharge of firearms, unsafe storage of flammable materials anywhere within the confines of the property or within the units and exceeding a speed of 10 miles per hour within the project. The Association will not accept responsibility for damage or injury which is a direct or

indirect result of a guest, tenant, or Owner engaged or allowing any of the activities listed above.

15. Insurance The Association's insurance policy does not cover the contents of a home, the personal property therein nor any liability to guests or other occupants therein. Each owner or occupant should obtain their own HO6 insurance for such matters and liabilities. The Association currently is recommending that you get at least \$50,000 in loss assessment to cover any special assessment due to wind and hail.

16. Insurance Claims Filing Policy

A. If any owner files a claim against the Association's insurance policies, that Owner shall be responsible for paying the deductible on that insurance policy or increased premiums as provided by the Association Documents and further shall be responsible for any costs or loss, as well as any costs of collection and reasonable attorney fees to the Association if the Owner, guest, or tenant of the Owner is responsible for the cause of the loss, or if the loss resulted from any equipment or item located within the Owner's unit.

B. Claims submitted to the Association's insurance carrier can have a negative impact on the insurance, including increased premiums or even cancellation of the policy. No Owners may contact the Association insurance carrier directly to file a claim. All claims submissions must go through either its manager or Board members. Prior to filing any claim on the Association's insurance policy the owner shall file a claim under their personal insurance policy and that submission and the response from the personal carrier must be submitted to the Association with the request for filing a claim. The board can then determine whether the damage is one that should be paid by the Association directly rather than by the insurance company. The Association shall notify the owner within at least fifteen (15) days of the date of the submission of their decision or the current status of making said decision on filing a claim under the Association's insurance policy.

C. Individual Owners are responsible for obtaining insurance on their own units to cover the interior of the unit and all personal belonging, which coverage is commonly known as an "HO6/Condominium Unit Owners Policy." An HO6 policy typically covers those items that can be easily removed from a unit, like personal belongings, clothing, drapes, and electronics equipment. In addition, each Owner shall be responsible for obtaining any liability insurance for injuries within that Owner's unit and any other insurance desired by the Owner or otherwise required. Owners must consult with their own insurance agents as to appropriate coverages.

17. Meetings

1. Conducting Meetings

(a) Association meetings shall be conducted in accordance with the Association Documents, especially the Association Bylaws, and in accordance with the Colorado Common Interest Ownership Act and the Colorado Revised Nonprofit Corporation Act. In addition, all meetings shall be conducted in accordance with the most recent version of Robert's Rules of Order.

(b) At all meetings, Members are expected to maintain proper behavior and decorum, which requires that Members shall:

(i) Be respectful to others present and to the meeting process.

(ii) Refrain from name-calling, use of foul language, and other aggressive behavior.

(iii) Differentiate statements of opinion from statements of fact.

(iv) Speak only when acknowledged by the Chair.

If a member fails to observe the above standard, demonstrating inappropriate behavior which negatively impacts the Association's meeting(s), the Chair shall issue one warning to the Member. If inappropriate behavior continues, the Member may be asked to remove him- or herself from the meeting. If the Member refuses to comply, the meeting may be adjourned at that time, even though there are agenda items not yet hear, or the Chair may take other action, at the sole discretion of the Chair, including request for police assistance.

2. Owner Participation at Board Meetings

(a) All meetings of the Board of Directors, except the Executive Session, are open to attendance by any Owner or any person designated in writing by that Owner as the Owner's Representative.

(b) All Owners or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings of the Board. The Board shall designate an appropriate time at the beginning of the meeting for all Owners or their representatives to speak on any matter shown on the agenda, but such period shall not exceed a total of 20 minutes. Owners who wish to discuss a certain issue, complaint, or requests shall submit such in writing at least five days prior to the Board meeting. A reasonable number of persons may speak on each side of any issue. All or any Owners or designated representatives wishing to speak shall sign a sheet with the Secretary prior to the meeting and the Board's President shall allocate the time permitted

among the various Owners or designated representatives who wish to speak. After the designated time, Owners who are not board members shall not participate in any deliberation or discussion of the Board unless expressly authorized by a vote of a majority of a quorum of the Board so present.

3. Owner Participation at Annual and Special Meetings of Owners

(a) Any Owner or designated representative of Owner may speak at the designated time in the agenda upon any issue requiring a vote of the Owners.

(b) The total length of any time for Owners or designated representatives speaking on a single issue of any meeting of the Owners shall not exceed the time set forth by the president at the beginning, but not exceeding a time limit of 20 minutes per issue raised, and the President shall pro-rate that time among the various Owners who speak on the issue.

(c) All issues, complaints, and requests shall be submitted to the Board in writing five days prior to the annual meeting.

4. Notice of Meetings

(a) Board Meetings: Notice of Board Meetings shall be given in accordance with the Association Documents.

(b) Homeowners Meetings: Notice of Homeowners Meetings shall also be given in accordance with the Association Documents, but in addition, notice of such may be physically posted in a conspicuous place to the extent such posting is feasible and practical and may be given by electronic posting or electronic mail notices pursuant to CRS § 38-33.3-308.

5. Secret Ballots

The Managing Agent shall oversee providing secret ballots which protect the voters' privacy but also provide for the security of the election if said election is contested or there are more candidates than positions to be filled. A neutral third party shall count the ballots. For the purpose of counting the ballots, the Managing Agent shall constitute a neutral third-party monitor, together with the assistance of two-unit owners who volunteer and are not candidates, related to any candidates and who are not serving on the Board and who are selected at random if more than two volunteer. For elections that are uncontested or where the number of candidates equals the number of positions to be elected the vote may be taken by hand, acclamation, voice, or ballot. At the request of 20% of the Owners who are

present at the meeting or represented by proxy elections or other votes by the members affecting the community shall be by secret ballot.

6. Executive Sessions

The Association's Board may meet in executive closed sessions to discuss matters pertaining to employees, the managing agent's contract, consultation with legal counsel, investigative proceedings concerning possible or actual criminal misconduct, matters which are subject to specific constitution and statutory or judicially imposed requirements protecting the proceedings, any matter of disclosure which would constitute an unwarranted invasion of individual privacy, and a review and/or discussion relating to any written or oral communication from legal counsel. The Association Board Members and other members shall preserve attorney-client privilege regarding consultation and communications from legal counsel.

18. Nuisances

A. Soliciting, whether commercial, political, religious, or otherwise is strictly forbidden within the subdivision. To the fullest extent allowed by law, any such solicitors shall be trespassers and subject to civil and criminal penalties.

B. No owner shall allow noise by radios, televisions, parties or otherwise to annoy other residents.

C. No owner, guest, family member, or tenant shall damage the landscaping areas or any of the private streets, sidewalks, or other common property of the Association.

D. No owner or occupant shall discharge any firearms in the subdivision.

E. No owner or occupant shall do any open cooking which may cause a fire danger or noise or inconvenience to other residents.

F. No owner or occupant shall store or keep any flammable liquids, solvents, or toxic materials in their units.

G. Each owner shall insure that their exterior faucets are properly drained in the winter and no owner shall allow water pipes to freeze or burst.

H. All owners and occupants shall notify the Association regarding inoperative light fixtures, drainage problems or other matter regarding the common areas. Each owner shall keep their own lights in operable condition.

19. Pets

- A. Each lot shall be permitted no more than two (2) dogs, cats, or other household pets at any time. For more than 2 pets board approval is required prior to getting three pets.
- B. This is also to assume that all the provisions of paragraph 17. A-K of the Rules and Regulations of the Yorkshire Commons Townhome Owners Association, dated October 1, 2019 are assiduously observed. Any Violation will abrogate this exception immediately. Animals or pets shall not be bred or kept for commercial purposes, shall not be allowed to make objectionable noises, smells or otherwise constitute a nuisance or inconvenience to other homeowners or shall not be kept in violation of any law or insurance regulation. Pets may not be allowed to run loose through the subdivision nor tied or chained to any tree, building or structure.
- C. Pets shall only be allowed outside the buildings when on a leash or in a carrier container. Pets shall be under complete control at all times. The pet owner must immediately pick up after the pet.
- D. No animal shall be chained or leashed to any outdoor stationary object unattended.
- E. Pet owners are responsible for property damage, injury, and disturbance their pets may cause or inflict and must indemnify the association and other owners for any loss, damage or liability resulting there from.
- F. No dog shall be permitted to bark, howl, or make other loud noises for such a time as disturbs neighbor's rest or peaceful enjoyment of the common area.
- G. The Association representatives, by contacting City Animal Control Officers may request the immediate removal of any vicious or dangerous animal.
- H. Vicious Animals are strictly prohibited regardless of size from the Association Property. A vicious animal may be defined as any animal know to bite, attack, maul, that has been seized by animal control at any time. The foregoing definition shall not be considered all inclusive. The Board of Directors reserves the indisputable right to determine if any pet can or shall be considered vicious and subject to immediate removal from the community.
- I. No feeding of wild birds or animals is allowed.
- J. The Board may amend these rules to provide such restrictions and prohibitions on pets and animals in the future as may be necessary in the sole discretion of the Board.
- K. All dogs and cats must be licensed and vaccinated annually against rabies. New city ordinance cats must be licensed.

20. Records

- 1. Association Records Policy.
 - (a) The Association shall retain and produce to Owners the records required by C.R.S. 38-33.3-317 and 38-33.3-209.4 as well as any other records specifically set

forth in the Association's Declaration or By-laws. The Association's Board of Directors, ("Board"), may adopt, in its discretion, a List of Association Records setting forth the records which may be available for inspection.

(b) Owners of the Association may inspect those records as provided by the Statutory Records Law so long as the Owner is in good standing. For the purposes of this rule "good standing" of an Owner requires that the Owner has paid all assessments, and other sums, due to the Association and is not in violation in any of the Association's documents.

(c) The Association's records shall not include personal emails of officers and directors unless such persons authorize their use for Association's purpose.

2. Examination Procedure.

(a) The Association requires that the Owner submit a written request (in the form of the attached "Document Request Form") describing with reasonable particularity the records sought; such form must be received at least ten (10) days prior to inspection or production of the documents. The Association may limit examination and copying times to the normal business hours of its manager, if applicable, or the next regularly scheduled Board meeting if the meeting occurs within thirty (30) days after the submission of the written request. Owners who desire to examine Association records must make a mutually acceptable appointment with the records custodian and designate the estimated amount of time requested for records examination.

(b) If possible, the Association 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 a Board member, or property manager, the time, place and length of inspections will be based upon the schedule of Board member or property manager, if applicable. All appointments for inspection will be limited to one (1) hour unless otherwise agreed by the Board member or manager if applicable; if additional time is needed, additional appointments will be made.

(c) At the discretion of the Board or the management company, if applicable, records will be inspected only in the presence of a Board member, management company employee or other person designated by the Board.

(d) The Owner shall not remove any document from the Association's records, nor shall the Owner remove records from the Association's place of business. Certain records may be copied, at the Owner's expense. During an inspection, the Owner may designate such records for copying by use of tab, clip, or Post-It note upon the pages desired, but may not otherwise alter the records (for example, no folding,

pencil or pen marks, etc.). The Association's records custodian, on behalf of the Association, will make the copies.

(e) The Association shall impose a reasonable charge, which shall be collected in advance and may cover the costs of labor, including labor to use, retrieve, observe, copy and deliver records, and the cost of material for copies of Association records. Maintaining Association information is an important function of the Association. Therefore, in order to ensure that records are not tampered with, removed, or destroyed, an agent of the Association or a staff member of the management company may remain present to observe Owners while they examine Association records, and the Association may charge for any labor of such agent or staff member.

(f) 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.

(g) Depending on the number of pages requested, the records custodian may request 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.

(h) A right to copy records under this Rule 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. Any applicable charges shall be collected in advance.

(i) 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 location where the inspection or copying is taking place.

(j) The Association is not obligated to compile or synthesize any information.

3. Exclusions. Records maintained by the Association may be withheld from inspection and copying to the extent that they concern any of the following:

(a) Architectural drawings, plans, and design, unless released upon the written consent of the legal owner of the drawings, plan, or designs.

(b) Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiations.

(c) Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work product doctrine.

(d) Disclosure of information in violation of law.

(e) Records of an executive session of the Board.

(f) Individual units other than those of the requesting Owner.

4. Other Confidential Records. Records maintained by the Association are not subject to inspection and copying and must be withheld to the extent that they are of concern to the following:

(a) Personnel, salary, or medical records relating to specific individuals; or

(b) Personal identification and account information of Owners, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers and social security numbers.

5. Prohibition of Illegal or Commercial Use. Any records of the Association, including without limitation, any membership list, or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as a unit owner and shall not be used for any purpose which violates any law or this Rule, including without limitation, any use which constitutes harassment, invasion of privacy, or bullying of any person. Without limiting the generality of the above, without the consent of the Board, any record of the Association, including without limitation, any membership list, or any part thereof, may not be:

(a) used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;

(b) used for any commercial purpose; or

(c) sold to or purchased by any person.

6. Seller Disclosures.

(a) Upon written request complying with this Rule, an Owner who is selling his/her unit shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment in advance of the Association's usual fee pursuant to C.R.S. 38-33.3-317(4), all of the Association's governing documents and financial documents, required by the most recent available version of the Contract to Buy and Sell Real Estate promulgated by the Colorado Real Estate Commission as of the date of the contract.

(b) To request written copies of the above records, the Owner or the Owner's agent must follow the rules and procedures listed under Section 2 above and must pay in advance the copying charges described in Section 2(e) above. If records are available on a website, the Owner or Owner's agent should use that website to obtain the records.

(c) Furthermore, the Owner has the responsibility to obtain from the buyer a signed acknowledgement of receipt of the required information and disclosure statement. The Owner is then responsible for delivering the signed acknowledgement to the Association as soon as possible after it is acquired. The Association uses reasonable efforts to provide copies, but shall have no liability for the information provided, or for compliance with any deadlines or other contractual requirements.

7. Enforcement of Rule.

(a) Any violation of this Rule shall cause the immediate suspension of the inspection or copying until the violator agrees in writing to comply with this Rule, as well as other remedies such as fines. The Association's Board or its representatives may take any available legal action to enforce this Rule.

(b) The Association will not honor any requests for inspection or copying that do not comply with this Rule, but the Association may send a written notice to the person who made the request indicating the nature of any noncompliance. Any Association representative who receives an oral request for inspection or copying shall refer the person making the request to this Rule, and the Association or its representatives will have no further obligation to respond until it receives a written request on the Document Request Form.

(c) The Association's Board shall be entitled to resolve any dispute regarding the Association's records based upon the Board's reasonable business judgment.

(d) It is the obligation of every Owner to hold all information in appropriate confidentiality so that information is not released to other parties or misused by others. The Association shall not be liable for the disclosure or copying of any records which are required to be provided by statute or judicial proceeding. The Association does not warrant or represent the accuracy, completeness, or any other matter in the records provided. The requesting Owner shall release and indemnify the Association from any and all claims and liability related to the requested records and any disclosure and/or use of such records.

(e) The Board may in its discretion, adopt a records retention and/or deletion procedure for any and all records, except as otherwise restricted by law.

21. Renters/Leases The owner has the right to lease his Townhome unit providing:
1. No less than the entire Townhome unit be rented.
 2. All leases shall be in writing.
 3. All leases shall provide that the terms of the lease and the Lessee's occupancy of the unit are subject in all respects to the provisions of the Declarations, Article and Bylaws of the Association and shall include a signed copy of the lease addendum which can be obtained from the management company. Any failure by the Lessee to comply shall be a default under the lease. Every owner is obligated to provide a copy of the lease to the Association's Managing Agent within ten (10) days after signing of such a lease.
 4. No owner may lease his unit for transient, hotel or time-sharing purposes. There shall be no more than 2 individuals per room not including dining, kitchen and baths. (3 bedroom total individuals for occupancy 8 individuals, 2 bedroom – 6 individuals)
 5. No unit may be leased or rented for a period of less than thirty (30) days.
 6. Owner's shall provide the management company the name and phone numbers of lessee's within ten (10) days after signing a lease.
22. Reserve Funds Investments As a general rule, the investment of reserve funds will be effected by the Board, using the collective reasonable business judgment of the Board members and the advice of the Association Manager and investment advisor, if any. The officers and members of the Board of Directors shall make investment decisions in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the Director or officer reasonably believes to be in the best interests of the Association in accordance with the Colorado Revised Nonprofit corporation Act. However, the following guidelines should be observed:
- (a) No funds should be invested in stocks, bonds, or real estate or in any other venture that is in any way speculative.
 - (b) Funds should be invested at financial institutions, in certificates of deposit, money market accounts, other financial instruments that do not risk any principal or added amount, and/or savings accounts that are fully insured by the U.S. Government agency (e.g. FDIC, FSLIC) and that offer reasonably competitive interest rates.

(c) Investments should be scheduled in such a way that maturity dates are staggered to facilitate liquidity at any given period not to exceed 12 months, to the extent it is feasible to do so, without incurring withdrawal penalties.

(d) Sufficient funds should be retained in cash/money market account (s) to enable the funding of reasonably foreseeable expenses during the periods between investment maturity dates. To this end, maturing C/D's should not be automatically reinvested, but will be the subject of Board decisions as to the amount, term and banking institution of placement.

23. Trash Collection No owner or occupant shall allow garbage cans, trash, milk containers or other refuse to be placed outside the garage, except on the day of trash collection, and all trash and refuse must be placed in a receptacle, sealed and deposited in the appropriate place.

No rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard permitted to exist. All trash set out for pickup shall be completely sealed in a plastic trash bag inside the container provided by the Association. Plastic trash bags are suggested to avoid infiltration of trash cans by wild or domestic life. No rubbish, refuse or garbage shall be visible from other units or the common area except when placed for pick up on the appointed day. Do not place trash containers or other rubbish outside prior to the appointed day.

24. Vehicles

- A. All residents and guest shall drive with extreme care to avoid injury to children, other residents and other vehicles and property.
- B. All vehicles must meet local noise and safety requirements. Vehicles or motorcycles without mufflers in good condition are prohibited.
- C. No recreational vehicles, boats, campers, trailers, junk or inoperative vehicles, as determined in the sole discretion of the Board, shall be parked in any driveway, or any lot, on any private street or elsewhere within the subdivision.
- D. No mechanical work on vehicles shall be performed within the subdivision.
- E. Owner shall not allow heavily loaded trucks, moving vans or other vehicles on the streets or driveways to cause damage to those areas.
- F. No parking shall be allowed in any fire lane or other restricted areas of the private streets. Vehicles violating this subsection shall be subjected to immediate towing without notice.
- G. No parallel parking across garages, or in any restricted area.
- H. Garage doors shall be closed at all times except when used for ingress or egress or when the garage is in use.
- I. There are to be no more than 4 vehicles per unit for the units with driveways and only 2 vehicles for the units that can only park in the garage. Street parking is available for those units. Yorkshire Commons does not have any guest spots or on property parking.

- J. Any vehicles which are parked illegally or in violation of this rule or the Association Documents may be towed, removed or disabled by the Association, and any expenses therefore shall be paid by the offending party.
- K. Garages are not to be used for storage but for parking of vehicles. All resident vehicles must be parked in their respective garage, and vehicles belonging to any visitor must be parked in a driveway.
- L. Notwithstanding the foregoing, emergency motor vehicles are permitted in the unit owner's driveway, in Association's streets, and guest parking spaces if the emergency motor vehicle meets each of the following requirements:
 - i. the emergency motor vehicle is required by the unit owner's employer as a condition of employment;
 - ii. the emergency motor vehicle weighs ten thousand pounds or less;
 - iii. the unit owner is a member of a volunteer fire department or is employed by an emergency service provider;
 - iv. the emergency motor vehicle has some visible emblem or marking designating it as an emergency vehicle; and
 - v. the parked emergency motor vehicle does not block emergency access or prevent other unit owners from using the streets.

For the purpose of this rule, an "emergency service provider" is defined as a primary provider of emergency firefighting, law enforcement, ambulance, emergency medical, or other emergency services. The parking of an emergency service vehicle shall not obstruct emergency access or interfere with any reasonable need of other unit owners to use the streets or driveways within the Association, including without limitation extending into such streets or driveways., extending into other parking spaces or to denying other owners use of parking space.

25. Violations, Special Assessments, and Fines

This Rule shall apply to any alleged violation ("violation") of the Association's Declaration, Articles of Incorporation, Bylaws and Policies, Procedures, Rules and Regulations, except and excluding non-payment of assessments or other sums.

A. Complaints

Initial complaints of any violation may be presented to the Board in writing or orally by any person in writing before or at any meeting. The Board shall, in its discretion, determine whether or not the complaint shows cause for further proceedings. The Board shall not decide the validity of the complaint at that meeting, but rather shall notify the owner and shall set it for hearing at a later date, if it finds cause is shown that the owner or alleged violator has committed or permitted a violation.

B. Notice

(i) Warnings. The Association may send courtesy notices and warnings regarding violations and/or fines.

(ii) Notice of Hearing. If the Board decides that cause has been shown for a hearing, the Board, or its officers or agents, shall then send a written notice (the "Notice"), by regular mail and certified mail, return receipt requested, to the owner, and a copy may be sent to the alleged violator (if known) such as a tenant, contractor, guest or family member of the owner. The Notice shall indicate the time and place of the hearing, and any other information regarding violation which the Board deems appropriate in its discretion. The Notice shall be deemed received by the owner three (3) days after mailing. The Notice may be sent to the unit if the owner has failed to register a current mailing address. The Notice may also be sent to the complaining party.

C. Hearing

(i) Hearings shall be held in executive session because they may involve privacy and/or possible litigation issues. The Board may exclude any person other than the owner or alleged violator and witnesses, when testifying.

(ii) At the hearing, the Board may consider any written or oral information produced by the owner, the alleged violator or other interested party. Any legal or statutory rule of evidence or procedure shall not apply to the hearing, and the Board may restrict testimony or proceed in any manner or order which it deems appropriate in its discretion. Generally, any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence shall be sufficient in itself to support a finding. The Board may tape record or otherwise transcribe the hearing. The Board may proceed with the hearing even if the owner fails to appear or refuses to participate or to submit information. The owner may be represented by legal counsel so long as said owner gives the Board at least five (5) days prior written notice, in which case the Board's attorney may be present as well. Any participant may question any witnesses and examine any documents presented at the hearing. After hearing any information, witnesses, or documents presented at the hearing, the Board's decision shall be made by majority vote of the Board members

present and a brief summary of the decision and the sanction, if any, should be sent by regular mail to the owner and, if necessary, to the alleged violator.

D. Extent of Violations

Each incident or each day of a continuing violation shall consider a separate violation for which any maximum fine may be imposed. For example, each day during which a pet or a sign is permitted to remain is a separate violation. The Board may in its discretion impose increased fines for repeated or intentional violations.

E. Parties to Violations

Owners shall be responsible for violations committed by their contractors, guests, family members, and tenants, for example, pets kept by tenants or signs placed by real estate agents. The Board may proceed against both the owner and the alleged violator, simultaneously or separately, and actions against one shall not bar action against the other. The Board may contact the police, any regulatory or licensing authorities or other third parties regarding the alleged violation, but any action or decision by those parties shall not bar the Board from proceeding.

E. Fines and Sanctions

(i) Schedule of fines:

- a. First offense Written Warning
- b. Second offense \$25.00 fine and a warning
- c. Third offense \$50.00 fine and a warning
- d. Fourth offense \$100.00 fine and eviction of tenant or injunctive relief against Owner.
- e. Each additional offense \$100.00 fine
- f. Satellite Dish Rules violations \$400 for illegal hook ups

(ii) Any fine shall be both a personal obligation of the owner or the violator or both and shall also be an assessment creating a lien which may be recorded against the unit and may be foreclosed as provided in the Declaration. The Board may notify any lender and credit agency of such obligation and lien. Additionally, the Board may bring legal action to enforce the violated provision and to recover the fine.

(iii) Any violation shall entitle the Board to recover from the owner or violator or both, its reasonable attorney's fees, court costs, interest, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded. The Board may seek to recover such fees and costs by all legal remedies, including without limitation, charging such fees and costs to the owner's account with the Association.

(iv) The Board, in its discretion, may waive fines, attorney fees, court costs, interest and other collection expenses.

G. Substantial Compliance

Technical irregularities or defects in the complaint, Notice or other compliance with this Rule shall not invalidate the proceedings or any fine or sanction imposed. This Rule shall be liberally construed to accomplish prompt, effective enforcement of the Association's Declaration, Articles of Incorporation, Bylaws and Rules.

26. Snow Removal

The Association shall contract with a ground maintenance provider which shall provide snow removal within the community as follows:

- A. Owners shall be responsible for managing, with reasonable care, the safety of the entryway and sidewalk adjacent to their residence when accumulation of ice or snow is less than 3".
- B. A pathway shall be cleared on all sidewalks and entryways upon receipt of an accumulation of 3" or more, on average, within a reasonable time frame in order to provide reasonable access to and from the residence for emergency purposes; complete clearing of the sidewalk and entryway shall be completed within 24 hours once the storm has ended.
- C. Streets within the community shall be plowed upon receipt of at least 3" of snow. Snow and ice removal shall be completed within the asphalt/concrete areas to be best of the ability of the subcontractor subject to the interference of vehicles parked within the subdivision
- D. Stockpiling of snow may be necessary when a high volume of snow is received. The subcontractor shall endeavor to keep as many parking spaces available as possible, recognizing that locations for stockpiling are limited due to landscaping and other amenities within the common areas.
- E. Owners may apply ice melt to icy areas when appropriate and must be cleaned up within 48 hours after the ice melts. The use of ice melts may void your concrete warranty.

26. Holiday Decorations

Holiday decorations may be displayed 30 days prior to the holiday and shall be removed within 14 days following the holiday.

26. Window Air Conditioners

Window air conditioners and fans, which protrude past the screen area of the window, are prohibited.

**LIST of ASSOCIATION RECORDS
FOR POSSIBLE EXAMINATION AND COPYING**

The following Association records may be available for examination and copying to the extent in existence and control by the Association, and in compliance with the Association's Records Rule:

1. Declaration of Covenants, Conditions and Restrictions of the Association (the "Declaration"); (this shall include the recording date and recording number of the Declaration);
2. Articles of Incorporation;
3. Bylaws;
4. Policies, Procedures, Rules and Regulations, and Resolutions adopted by the Association under C.R.S. 38-33.3-209.5 and other Rules or Policies, relating to the characteristics, qualifications, rights, limitations, and obligations 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 Owners and the Board, a record of all actions taken by the Owners or the Board without a meeting, and a record of all actions taken by any committee of the Board;
8. Written communications among, and the votes cast by, Board Members that are directly related to an action taken by the Board without a meeting pursuant to Section 7-128-202, C.R.S. or directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws;
9. The names of the Owners in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Owner is entitled to vote;
10. Financial statements as described in Section 7-136-106, C.R.S., for the current and past three fiscal 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 Board Members and Officers;
12. Association's most recent annual report delivered to the Secretary of State, if any;
13. Financial records sufficiently detailed to enable the Association to comply with Section 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 is a party and contracts for work performed for the Association within the immediately preceding two years;
16. Records of Board or committee actions to approve or deny any requests for design or architectural approval from Owners;
17. Ballots, proxies, and other records related to voting by Owners for a minimum of one year after the election, action, or vote to which they relate;
18. Resolutions adopted by its Board relating to the characteristics, qualifications, rights limitations, and obligations of members or any class or category of members;
19. All written communications within the past three years to all Owners generally as Owners;
20. The date of the Associations' fiscal year;
21. The Association's operating budget for the current fiscal year;
22. A list (organized by unit type) of the Association's current regular and special assessments;
23. The results of any financial audit or review for the immediately preceding fiscal year;
24. A list of all Association insurance policies;
25. The name, address and phone number of the Association and its managing agent, if any.

YORKSHIRE COMMONS TOWNHOME OWNERS ASSOCIATION

Document Request Form

Name _____ of _____ Requesting _____ Owner: _____

Requested _____ Date _____ and _____ Time _____ for _____ Examination: _____

Unit _____ Address: _____

Daytime Phone: _____

Email: _____

I request to examine or copy the following:

Governing Documents:

- Declaration (Covenants)
- Bylaws
- Articles of Incorporation
- Design Guidelines
- Policies, Procedures, Rules and Regulations
- Board Minutes (please specify): _____

Financial Documents:

- Operating Budget
- Financial Statement

Other:

- Please describe: _____

Pursuant to Colorado State Law and the Association's procedure regarding member access, inspection and copying of the Association's documents, I agree to pay in advance the cost of copying and labor, as set by the Association's records custodian. Payment must be received at time of examination, paid by certified funds or money order (no cash). I further agree that if the cost exceeds the estimate I will pay the additional charges at the time of inspection or prior to copying and delivery of records.

I certify that my request to review the books and records of the Association is in accordance with the Association's Records Rules and that this request is not for commercial purposes or my personal financial gain or for any solicitation, illegal or other uses violating the Association's Records Rule.

I understand that examination of books and records of this Association will be made available during normal business hours in accordance with state law at a time and place designated by the Association. I estimate that the inspection will require _____ hours. I understand that this Document Request Form must be submitted at least ten (10) days prior to inspection. I understand that I will pay as noted above, the labor costs for retrieving, copying and/or witnessing the examination of books and records of this Association.

I agree that I am solely responsible for any legal liability or damages arising from or relating to my use of the information; and that the Association assumes no liability or responsibility for the information provided, nor its use or misuse, and that the Association does not warrant or represent the accuracy, completeness, or any other matter in the materials provided.

I agree that any information shall not be used for commercial, solicitation, illegal or other use in violation of the Records Rule, and to indemnify the Association from any claims or expenses resulting from the use of such information, in the event the records provided to me by the Association are used in violation of this Form; in such case, I will be responsible for any and all damages, penalties and costs incurred by the Association, including attorney fees, and I shall be subject to all enforcement procedures available to the Association through its governing documents and/or Colorado law.

Signature of Requesting Owner: _____

Date: _____

YORKSHIRE COMMONS TOWNHOME OWNERS ASSOCIATION

CONFLICT OF INTEREST FORM

I, _____ hereby certify that as of this date _____, have no conflicts of interest between my personal or corporate affairs, except as may be noted below, and that should such conflict (s) arise hereafter, I will notify the other Board members in an open meeting before any discussion or action is taken on the matter. I understand that I am not to actively participate in the discussion of any such matters or cast my vote relative thereto. I further understand that should I knowingly fail to comply; my tenure on the Board will be immediately terminated, in addition to any legal penalties that may be in order.

The above certification will also be required of all persons who are elected to the Board subsequent to January 1, 2006. A copy of each certification will be maintained in the files of the Association as a permanent record.

SIGNED

DATE

YORKSHIRE COMMONS TOWNHOME OWNERS ASSOCIATION

APPLICATION FOR APPROVAL OF PROPOSED IMPROVEMENT

Please submit one request for each outdoor improvement (e.g. patio, fence, fountain, patio cover, door screens, gutters, gates, sidewalks, any building exterior or action which effects the building exterior, landscaping, etc.)

To: ARCHITECTURAL CONTROL COMMITTEE

YORKSHIRE COMMONS TOWNHOME OWNERS ASSOCIATION

Balanced Bookkeeping and Community Association Management

PO Box 25696

Colorado Springs, CO 80918

I request the following improvement to my property: _____

(Describe the proposed improvement and attach a drawing showing the type of construction, dimensions, location on lot, materials to be used, etc. PROPOSED PLANS MAY NOT ALTER EXISTING DRAINAGE PATTERNS IN ANY WAY)

Proposed date of Construction: _____

Concurrence of Neighbors: Name _____ Address: _____

Signature _____ Date _____

Name _____ Address: _____

Signature _____ Date _____

Contractor's Name _____

APPLICANT: _____ Consents to disclosure of drawings, plans and designs or:

_____ Withholds consent to disclosure

I will be available to discuss this improvement with a member of the Architectural Control Committee or the Board of Directors.

Applicant Name _____ Address: _____ Phone _____

Applicant Signature _____ Date _____

YORKSHIRE COMMONS TOWNHOME OWNERS ASSOCIATION

Maintenance Request

Address: _____

Name: _____

Day Phone: _____

Description of Problem or Concern: _____

(For Management Use Only)

Date Received: _____

Assigned to: _____ Date: _____

Completed: _____

Description of Action: _____

Charge Homeowner: _____ Yes, \$ _____ No _____

Notified Homeowner of Completion: _____

PEST CONTROL RULE OF YORKSHIRE COMMONS TOWNHOME OWNERS ASSOCIATION

WHEREAS, the Board of Directors (the “Board”) of the Association, a Colorado non-profit corporation (the “Association”), is empowered by the covenants and bylaws of the Association (the “Governing Documents”) and applicable law to adopt such rules (the “Rules”) as it deems advisable, including without limitation, rules for the prevention, control and extermination of pests, and may impose such fines as are necessary in its discretion to enforce such Rules; and

WHEREAS, the Board has considered the advice of experts and other information regarding pest control and has determined in the exercise of its reasonable discretion, that this Rule is necessary for the health, safety, welfare, comfort, peace and quiet, and property values of the owners and occupants within the Association.

NOW THEREFORE, the Board has adopted the following policies, rules and regulations:

1. Definitions.
 - (a) “Pests” shall include all insects, bugs, rodents, vermin, wildlife or other pests, as defined by professional exterminators or as otherwise determined by the Board. Attached to this Rule is a listing of certain pests and steps to control them.
 - (b) “Occupant” shall include any and all owners, tenants, guests or family members occupying a unit. OWNERS SHALL BE RESPONSIBLE FOR PROVIDING THIS RULE AND INSURING COMPLIANCE BY ALL OTHER OCCUPANTS.
2. Occupants are Responsible for Pest Control. Pest control is mandatory. No Occupant shall allow any pests to be present in any Unit. Occupants are responsible for complying with any inspection, notification or extermination policies set forth in this Rule.
3. Prevention of Pests/Entry by Pests. Occupants must take all necessary steps to prevent the entry of pests into their Unit. Those efforts include sealing with caulking or some foam insulation or weather stripping all holes or cracks around any sink, water pipes, drains, baseboards, drywall, electrical outlets, windows, and entryways to prevent entry. All patio or window screens shall be properly fitted.
4. Cleanliness and Sanitation of Unit. Occupants are responsible for keeping the Unit clean and sanitary. Occupants shall not allow left over food, trash, debris, garbage or waste exist within the Unit; all such items shall be promptly placed in sealed bags or containers for immediate disposal. Counters, cupboards, and eating surfaces shall be

kept clean. Food shall be stored in sealed containers. Dogs and cats, and their bedding, shall be kept clean and have flea control appropriate for the pet. Units must be vacuumed frequently, including hard-to-reach areas such as behind refrigerators or furniture. OCCUPANTS SHALL COMPLY WITH THE ATTACHED PEST CONTROL STANDARDS.

5. Occupants Must Take Immediate Action.

(a) Occupants must inspect regularly for pests. OCCUPANTS MUST IMMEDIATELY NOTIFY THE ASSOCIATION IN WRITING UPON DISCOVERY OF ANY PEST. If Occupants fail to notify the Association or its manager, they and the Owner will be liable for fines and the cost of extermination, not only within the Unit, but also in other Units and common areas. Landlords must inspect Units after tenants vacate and clean the Units thoroughly.

(b) OCCUPANTS MUST NOT USE PESTICIDES, INSECTICIDES OR POISONS, BUT SHALL INSTEAD HIRE PROFESSIONAL, LICENSED, CERTIFIED EXTERMINATORS. Occupants must notify the Association or its property manager at least five (5) business days (5) before the exterminator takes any action, and must provide evidence of the exterminator's license, certification and insurance. The exterminator must provide at least three (3) days advance notice to surrounding Units before starting, and after completion must provide a report to the Association as to success of the extermination and any future requirements.

6. Association May Remedy. The Association is not responsible or liable for any pest control, but may, at the Board's sole discretion, hire a professional exterminator (and a cleaning or disposal service) if an Occupant fails to take action or if pest extermination is a community-wide problem. The Association may impose the cost of such extermination upon an Occupant who causes the problem or fails to notify the Association or otherwise fails to comply with this Rule. ALL OCCUPANTS MUST ALLOW ENTRY FOR INSPECTION AND/OR EXTERMINATION UPON REASONABLE NOTICE UNLESS AN EMERGENCY. All Occupants must follow any instructions that may be given them by the exterminator or the Association, including without limitation, the preparation or pre-treatment protocol of the Unit prior to extermination, the removal and proper disposal of any furniture, clothing, wood, carpeting or other items designated by the exterminator or the Association, any instructions or follow-up inspections or applications and any other directions or requirements provided by the exterminator or the Association. IF THE OCCUPANT FAILS TO ALLOW ENTRY OR COMPLY WITH THE EXTERMINATOR'S OR THE ASSOCIATION'S REQUESTS, THE OCCUPANT WILL BE LIABLE FOR ALL COSTS OF EXTERMINATION.

7. Association Enforcement of Rule. The Association may impose fines upon any Owner who fails to comply or to obtain compliance with this Rule or fails to cooperate with the Association or the exterminator. The Board shall have the sole discretion to determine the source of pests and the imposition of any resulting costs. In addition, the Association shall have all rights and remedies under the Governing Documents and state law, including without limitation, any court order, without posting any bond, as may be necessary to obtain the full, prompt cooperation of any Occupant in the prevention or extermination of pests and the recovery of its costs and attorney's fees.

8. Release of Association. ALL OCCUPANTS RELEASE THE ASSOCIATION FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES OR LIABILITY RESULTING IN THE PRESENCE OF PESTS, ANY NONDISCLOSURE OF INFORMATION, AND ANY EXTERMINATION REQUIREMENTS OR PROCEDURES.

**YORKSHIRE COMMONS TOWNHOME OWNERS ASSOCIATION
APRIL 2017**

MAINTENANCE ITEM OWNER ASSOC NOTES

Roof tiles, trim		X	
Chimney, roof vents		X	
Soffit, soffit trim, soffit vents		X	
Gutters, downspouts		X	
Downspout collectors, diverters (concrete or hose)		X	
Exterior stucco/siding		X	
Entry doors	X		Painting
Entry door exterior trim		X	
Entry door peepholes, doorknobs, deadbolts, associated hardware	X		
Entry door weatherstripping	X		
Entry door threshold plates	X		
Entry door kickplate	X		
Storm doors, hardware	X		
Sliding patio door/window glass	X		
Sliding patio door/window frame (Exterior)		X	Decorative
Sliding patio door/window frame	X		

Sliding patio door/window screens, screen, frames, associated hardware	X		
Sliding patio door/window levers, locks, rollers, base plates. associated hardware	X		
Sliding patio door/window weatherstripping	X		
Exterior door/window caulking		X	
Interior door/window caulking	X		
Exterior door/window trim (not the frame)		X	
Repair/replacement of wood decks, stairs, supports, posts/beams, associated hardware	X		Association paint or stain
Concrete deck/stair support pylons		X	
Concrete sidewalks, deck support slabs		X	
Concrete patio slabs/substituted for deck		X	
Concrete door access		X	
Garage doors	X		
Garage door locks, rollers, tracks, springs, cables, associated hardware	X		
Garage door weatherstripping	X		

Garage door exterior trim		X	Decorative
Exterior light fixtures		X	
Exterior light fixture globes		X	
Exterior light bulbs	X		
Exterior electrical outlets	X		
Exterior automatic light switches		X	
Exterior vents/ducts		X	From point of exit
Exterior water faucets	X		
Wood fences		X	
Asphalt driveways		X	
Concrete driveways		X	
Concrete curb pans		X	
Address numbers/mounting boards		X	
Retaining walls		X	
Landscaping		X	
Landscaping within existing enclosure or patio	X		
Utility lines within property lines		X	Service Lines – Owner
Painting on all exterior building surfaces		X	
Central Satellite components outside the exterior walls		X	

