

## Cobblestone Village Rules & Regulations

revised August 2010

These are the Rules and Regulations governing Cobblestone Village Homeowners Association. They apply to all residents of Cobblestone Village, owners and non-owner residents alike. They are enforceable under our Declaration of Covenants, Bylaws, Board Policies and Colorado Statutes. The purpose of these Rules and Regulations is to ultimately provide all residents maximum enjoyment in living at Cobblestone Village.

Cobblestone is an Association of individuals and a community of residents with a common interest. That common interest is to maintain the highest quality of life for all residents.

Remember, to have a good neighbor, you must first be a good neighbor!

Here are some facts about us you'll want to know:

- **LOCATION:** Cobblestone Village is located within the City of Westminster. You should call 911 for Westminster Fire and Police Departments for emergencies. The non-emergency number for Westminster PD and other agencies is 303-430-2400.
- **OFFICE:** Cobblestone Village Homeowners Association is managed by Community Management Specialists., whose address is 1224 Wadsworth Blvd, Lakewood, CO 80214, phone number: 720-377-0100. The after-hours emergency line is available by calling the above-listed number. The e-mail address for our manager is: [beth@cmsincorp.net](mailto:beth@cmsincorp.net).
- **MAINTENANCE:** Repairs inside a residence are the responsibility of the Lot owner and not that of the Association. Exterior maintenance and maintenance of all common areas will be performed by the Association as set forth in the Declarations. This work will be performed by contractors hired by the association. Please contact CMS instead of contacting the contractors directly. There is a Maintenance Form on our web site to let CMS know about any problems.
- **BOARD OF DIRECTORS:** The administration of Cobblestone Village is governed by the Declaration, the Articles, Bylaws, Board Policies, Rules and Regulations of the Association and Colorado Statutes. The homeowner of a Lot is a member of the association after closing. Renters are not members of the association but are required to follow the same rules and regulations.
- **KEYS:** House keys are the responsibility of the Lot Owner. Mailbox keys are the responsibility of the Lot Owner (Owner must supply to tenants).
- **POOL:** Open to all residents in good standing with the Association during the season. Our pool is normally open from Memorial Day Weekend until Labor Day Weekend.
- **ANNUAL MEETINGS:** The annual meetings of the Association shall be held each year on such date as shall be selected by the Board of Directors. At such meetings, the Members shall transact such business of the Association as shall properly come before the meeting, including election of members of the Board of Directors.
- **FISCAL YEAR:** Cobblestone Village operates on a fiscal year starting January 1st and ending December 31st.
- **WEB SITE:** The web site for Cobblestone Village HOA is <http://www.cobblestonevillagehoa.org>. Among other information, contact information, meeting notices, calendar of events, governing documents and association history can be found there. There are also forms for ARC approval, maintenance requests, as well as a comment & suggestion forms.
- **TRASH REMOVAL:** Trash days are currently scheduled for Wednesday pickup at 7:00 a.m. Removal

is by residential (curbside) method. Refuse must not be placed out for pickup prior to 6:00 p.m. on the evening before pickup day. Trash cans must be put away by 10:00 p.m. the day of pickup. Biweekly recycling is also available. Contact Alpine (303-744-9881) for a bin and list of recyclable items.

Your Board of Directors also encourages all residents to become involved in and with Cobblestone Village Homeowners Association, attend meetings and serve on the various committees that advise the Board. Information on these committees is available from the office or on our web site. Only through active resident participation can your Association be responsive to your needs and wishes. This will not only make Cobblestone Village a sound investment, but a pleasant and enjoyable place to live. Meeting notices and agendas are posted on the association website:

<http://www.cobblestonevillagehoa.org> The email address for the board and manager is [board.mgr@cobblestonevillagehoa.org](mailto:board.mgr@cobblestonevillagehoa.org) .

## **GENERAL RULES**

1. The Rules and Regulations, the Declaration, the Articles of Incorporation, and the Bylaws relating to Cobblestone Village shall be enforced by the Board of Directors and fines for infractions may be levied in accordance with provisions herein.
2. Parents are deemed responsible for infractions committed by their children; and Owners, generally, are deemed responsible for infractions committed by their tenants, licensees, invitees or guests. Owners are responsible for providing copies of all rules to their tenants.
3. No one subject to these rules shall make or permit loud noise or play musical instruments, radios, stereos, televisions, etc. in such manner as to disturb other residents of this community. Volumes on the previously mentioned items shall be lowered between the hours of 10:00 p.m. and 8:00 a.m.
4. Signs other than the following require the written approval of the Board of Directors:
  - a. One "For Rent" or "For Sale" sign not larger than five square feet for any Lot to be sold or rented.
  - b. One political sign per issue/candidate posted no earlier than forty-five days before and no later than seven (7) days after an election and not to exceed 36 by 48 inches in size.
5. All roadways and walkways shall be clear for emergency traffic. No cars, furniture, wood, bicycles, barbecue pits, toys, or other items of personal property shall be stored or left in the roadways, walkways or other places in the common area.
6. Garments, rugs, clothing, or other household items may not be hung from windows, balconies, fences, plant materials, or facades of the buildings. No clothesline of any type shall be placed on your property which is visible from the common area, the street, or neighbor's yard.
7. No fireworks or firearms may be fired or discharged within Cobblestone Village.
8. Any offensive or unlawful act may be reported to the management company and/or law enforcement, and will be deemed an infraction of these Rules.
9. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept on the property except for those required for normal household use.
10. No owner shall sweep or throw any dirt or other substances into the common area or another Owner's property.
11. The Board may adopt such reasonable rules as it deems proper for the Association property. A copy of said rules, as they may from time to time be adopted, amended or repealed, will be posted on the association web site. The changed rules must be mailed or otherwise delivered to each Owner, and

may, but need not be, Recorded. Upon such mailing, delivery or Recordation, said rules shall have the same full force and effect and may be enforced against each Owner.

12. Investors must provide copies of these Rules and Regulations and the Declarations and Bylaws to all tenants.

## PETS

13. All pets must be registered with the management company.
14. No livestock, poultry, or animals other than household pets may be raised, bred or kept.
15. No more than three (3) domesticated pet dogs/cats may be kept, subject to all City of Westminster and Colorado animal ordinances, provided; however, that such pets are not kept for commercial or breeding purposes.
16. Pets on or in the common areas must be carried and/or be on a leash. The City of Westminster has a leash law and licenses are required for all dogs in the city.
17. Pets must be curbed off Cobblestone Village property; any soilage made by pets on the common areas must be cleaned up at the time of the incident by the responsible party.
18. Pet Owners and/or the related Lot Owner will be held responsible and liable for any property damage, injury or disturbance these pets may cause or inflict.
19. No animal may be leashed or confined to any stationary object or in the common areas.
20. Unleashed or unattended animals may be confined and turned over to the appropriate shelter or city authorities by any association member, officer, or director without liability except for willful misconduct or gross negligence.
21. Any pet owner in violation of any of the above rules and regulations will be assessed a fine against their Lot (townhouse) in accordance with the fine assessment violation policy set forth in the Enforcement Procedures.
22. After three violations, the HOA may require the pet(s) be removed from the community/complex

## VEHICLES AND TRAFFIC POLICIES

It is the right of the Association, in accordance with the Declarations to assign the Owner(s) of each Lot the exclusive right to use certain parking spaces upon the Common Area and the right from time to time to reassign such parking spaces; provided, however, that the Owner(s) of each Lot shall be entitled to the exclusive use of one (1) of such spaces. The Association has the right to close or limit the use of the Common Area while maintaining, repairing and making replacements in the Common Area.

Parking Rights. Ownership of each Lot shall entitle the Owner(s) thereof the use of at least one (1) automobile parking space upon the Common Area, located within a reasonable proximity, in the judgment of the Association, to such Lot, together with a right of ingress and egress to and from such parking space. No vehicles shall be parked in areas not provided specifically for parking. Any vehicle parked in areas not designated shall be subject to citation and removal at the vehicle Owner's expense. See Section 8.7 Parking of the Covenants for details.

23. There shall be no parking permitted where indicated by "No Parking" signs or yellow markings on the street and curbs. Residents shall park first numbered spaces before using guest spaces; residents who have garages and driveways shall park first in the garage or driveway before using the guest spaces.
24. Derelict/Abandoned/Inoperable vehicles are defined as follows: not in running condition, flat tire(s),

expired license plates, no license plates visible, parts of running gear removed, not moved in three weeks, any vehicle which would not be allowed on city streets.

25. Derelict/Abandoned/Inoperable vehicles are not permitted in Cobblestone Village and any Association member, director or officer shall have the authority to notify the management company to have the vehicle ticketed and then towed away at the vehicle owner's expense.
26. Any vehicle that is parked in an assigned parking space, which has not been authorized by the Lot Owner and/or the related Lot tenant, is subject to: ticketing and/or immediate towing at the vehicle owner's expense. Residents are required to inform any invitees/guests of parking restrictions.
27. No vehicles shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or garage or another parking space. Offending vehicles shall be immediately reported to the proper authorities, ticketed, and towed.
27. Speed limit signs, stop signs, speed bumps, and yield signs may be erected at the Board's discretion with authorization of the appropriate governmental authorities.
28. Guest spaces are for temporary usage, not longer than 72 continuous hours. If a resident is going on vacation or leaving a vehicle parked for more than 72 hours, please notify the management company so as not to have the vehicle towed.
29. Trailers, boats, RVs, ATVs, unlicensed motorcycles, trucks over 3/4 ton, and abandoned or inoperable vehicles will be towed at owner's expense after 72 hours notification. No vehicle repair or maintenance may be performed (except in closed garages) except for normal washing and waxing. Trailers, boats, RVs and ATVs are only allowed to be in the parking lot while being loaded or unloaded in conjunction with being used.

## POOL

The swimming pool is provided for the enjoyment of the Association residents and their guests, subject to the rules below. Pool keys will be distributed to those homeowners in good standing. Renters should get pool keys from their landlords. There may be fees associated with keys, either upon being issued or replacement keys.

30. Daily hours: 9:00 a.m. to 9:00 p.m.
31. A LIFEGUARD IS NOT ON DUTY. ALL PERSONS SWIM AT THEIR OWN RISK. It is recommended that children who cannot swim wear floats/preservers.
32. Guests must be accompanied by a resident. Each Lot is limited to two (2) guests at one time. Residents must display pool pass issued for current year.
33. Pets are not allowed in the pool area.
34. No glass containers are allowed in the pool area; no alcoholic beverages are allowed; no denim clothing is allowed in the pool because it causes problems with pool chemicals. Please wear swimwear only.
35. Persons under 14 years of age must be accompanied by an adult age 18 years or older.
36. Pool gate must be kept closed and locked at all times. DO NOT prop pool gate open.
37. Anyone causing vandalism shall be fined for the vandalism, and may be held financially responsible for the cost of repairs.
38. Anyone caught entering the pool area without proper entry will be asked to leave the premises.

39. The pool area is not a Day Care facility. All children must be supervised; parents are responsible for their children's behavior.
40. Pool users must be in good standing with the Association (i.e., fees current and no outstanding fines, late charges, or violations). Keys may be obtained through the management company for a one-time deposit of \$5.00. A fee of \$25.00 will be charged for replacement of lost keys and/or for lost pool passes.

#### NON-PAYMENT OF ASSESSMENT

- . Any assessment not paid within fifteen (15) days after the due date thereof shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time thereon. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot, and in the event a judgment is obtained, such judgment shall include interest on the assessment and a reasonable attorney's fee to be fixed by the court, together with the costs of the action, and may include late charges. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot. Assessments will be collected pursuant to the Association's collection policy.

#### EXTERIOR MAINTENANCE

41. The Homeowners Association provides exterior maintenance of our buildings (except for doors, windows, screens, porch-light fixtures, and other glass). This maintenance is paid for out of Association Funds to which we all contribute.
42. With reasonable notice, the Association has access to the exterior of our Lots in order to perform needed maintenance.
43. The Association is responsible for maintenance of landscaping of our area, and the Homeowners may NOT alter or change the landscaping in any way without approval of the Architectural Review Committee.
44. If any Homeowner or his/her guest causes any damage to the area of common responsibility of our community, the Homeowner is personally responsible for the cost of repairs. This includes damages by children and pets.

#### ARCHITECTURAL REVIEW COMMITTEE

45. Composition of Committee. The Architectural Review Committee ("ARC") shall consist of three (3) or more persons appointed by the Board of Directors of the Association. , A majority of the Committee may designate a representative to act for it.
46. Review by Committee. No structure or any attachment to any existing structure, whether a residence, any building, a swimming pool, fences, walls, canopies, awnings, roofs, exterior lighting facilities, athletic facility, or other similar improvements or attachments shall be constructed, erected, placed or installed upon the Properties, no alteration of the exterior of a residence or other structure shall be made, or any change in any landscaping, shall be performed, unless complete plans and specifications therefore shall have been first submitted to and approved in writing by the ARC. The ARC shall exercise its reasonable judgment to harmonize any improvements with the entirety of the complex.
47. Procedures. The ARC shall approve or disapprove all requests for architectural control approval within forty-five (45) days after the complete submission of all plans, specifications and other materials and information which the Committee may require in conjunction therewith. In the event that the ARC fails to approve or disapprove any request within forty-five (45) days after the complete submission of all plans, specifications, materials and other information with respect thereto, approval shall not be

required and the Article shall be deemed to have been fully complied with. See the Declarations for more details on the ARC process. An ARC form is available on the Association web site and completed forms need to be sent to the management company.

48. Vote and Appeal. A majority vote of the ARC is required to approve a request for architectural approval pursuant to the Article, unless the Committee has designated a representative to act for it. In the event an application for architectural approval is denied by the ARC, whether pursuant to an original request for approval or on appeal of the same, it shall be submitted to the Board of Directors of the Association within thirty (30) days after receipt of notice of the Committee's denial of their application.

## RESTRICTIONS

The following is a "plain language" version of the restrictions and agreements of Article X of our Declaration of Covenants, Conditions, and Restrictions or your convenience only; please refer back to the "Declarations" for exact wording.

49. All homes shall abide by the Provisions, Conditions, Restrictions and Covenants, as well as the controlling documents.
50. Use of all common areas must comply with local laws. No Owner may prevent any other Owner from using any common area. Rules concerning the use of the common areas may be established and enforced by the Board of Directors of the Homeowners Association. Use of the common area may not restrict access to any homes.
51. Any business activity may be conducted in a home in Cobblestone Village only as allowed in Article 8.1 of the Declarations.
52. Common household pets are permitted, but not for commercial purposes and as long as they do not interfere with the enjoyment of other residents. Owners are responsible for damage caused by their pets. The Homeowners Association has the right to take action to correct or prevent problem situations. Having more than three dogs and cats combined constitutes a "kennel". The Homeowners Association has decided that such kennels are unacceptable in our community.
53. Homes and Lots must be kept clean and free of trash, junk, lumber, etc. that is visible from the street, common area of or neighboring Lot.
54. No temporary structures, such as shacks, tents, etc. may be erected except for certain construction purposes.
55. No signs other than "For Sale," "For Rent" and "Open House" signs under five square feet and political signs as prescribed in Rule No. 4, above, are permitted without permission of the ARC/Board.
56. Air conditioners must be installed in the back of the unit, without additional support attachments to the building, or if installed in the front of the unit, may not extend past the window. Air conditioners may not be visible outside of any unit from October 1 through April 30. Swamp coolers are not allowed.
57. No clotheslines, dog runs, wood piles or storage are permitted where visible from other lots or the common area.
58. DSS satellite dishes are allowed per FCC regulations. However, as any damage to the building caused by having anything additional – such as a satellite dish – installed is the homeowner's responsibility, it is recommended that dishes are professionally installed, and preferably on structures other than the roof. Architectural Review Committee approval is required for the installation of all satellite dishes; contact the management company for appropriate ARC forms.
59. Trailers, boats, RVs, ATVs, unlicensed motorcycles, trucks over 3/4 ton, and abandoned or inoperable vehicles will be towed at Owner's expense after proper notification. No vehicle repair or maintenance

may be performed (except in closed garages) except for normal washing and waxing. Trailers, boats, RVs and ATVs are only allowed to be in the parking lot while being loaded or unloaded in conjunction with being used.

60. Nuisances, offensive, annoying or disturbing activities will not be permitted and all civil and local laws will be observed.
61. Lots may not be subdivided.
62. No hazardous activities or fires (other than barbecues) are permitted.
63. No bright lights, loud sounds or offensive odors are permitted.
64. No rubbish, refuse or garbage may be stored outside except in suitable containers in a sanitary and inoffensive manner, and INSIDE the fenced area in the back.
65. No animal food (dog food, cat food, etc.) may be stored outside. This includes bird feeders. Animal food and bird feeders attract rats and mice.
66. All homes which are rented must have written leases which specifically require the tenant to follow the Rules and Regulations and Declarations of the Association.
67. The Board of Directors of the Association has the authority to adopt, repeal, and change these regulations, as well as to establish and enforce penalties for infractions, including fines and commencement of legal action.
68. Any illegal activity of any type, including the sale of drugs or the discharge of firearms on the premises will result in fines and the owner shall be declared a nuisance and appropriate legal action will be taken.
69. Any negligent or deliberate action by any Lot owner or tenant that results in damage to any other Lot will result in a fine, and the responsible owner may be held financially responsible for the cost of repairs.

## INSURANCE

70. The Homeowners Association is responsible for repairs to the exterior of all Lots as detailed in Article IX of the Declaration of Covenants and No. 41 above, as well as for any interior damage determined to be caused by mishandling of maintenance or repairs to the exterior. The Association customarily pays for most maintenance/repairs out of its fee revenues. The Association maintains insurance on the Cobblestone Village property, including common areas and other areas of common responsibility, as required by Colorado law. The primary intent of this insurance is to protect the Association from financial impacts of catastrophic events.

In the event a homeowner desires to make a claim for insurance on repairs not covered by the homeowner's own insurance, the Owner must notify the management company of any claim and provide information to be provided to the Association's insurance company. The Board of Directors will determine if it is in the best interest of the Association to file a claim. See the Association's Insurance Claims and Deductibles Resolution for further details on this process and the allocation of deductible payment. If insurance premiums are increased by direct claims made by some homeowners, the Association fees for all homeowners will have to be increased to cover this added expense.

## ENFORCEMENT PROCEDURES

71. Enforcement procedures under these Rules and Regulations may be effected without regard to the prosecution and/or statute of the City of Westminster, County of Adams, and/or State of Colorado.
72. If the Association brings a legal action to enforce any provision hereof, the violating party shall be

subject to liability for costs, expert witness fees, and reasonable attorneys' fees that may be incurred.

73. The Board shall not impose fines or suspend rights to vote or use the recreational facilities for Covenant or Rules violations until a written notice has been sent to the offending homeowner.

74. All complaints from homeowners pertaining to infractions of these Rules and Regulations of Cobblestone Village Homeowners Association must be sent to the Board of Directors either via electronic mail, U.S. Mail, or Board Notes mailbox(es).

a. The complaint must state as much of the following information as available:

i. Name or identity of individual(s) committing the infraction;

ii. The Lot number with whom the individual is associated and some description of the nature of the relationship (i.e., tenant, guests);

iii. The identification of the Rule or provision violated;

iv. The date(s), time(s), and place(s) of the infraction; and

v. The name, address, and telephone number of the person making the complaint and a brief description of the complaining individual's relationship to Cobblestone Village Homeowners Association.

b. The Board has no obligation to hear oral or anonymous complaints. The Board has the authority to determine whether a complaint is justified before continuing with the Notice and Hearing procedure

c. Notice of Alleged Violation. A Notice of Alleged Violation of any provisions of the Declaration, Bylaws, Rules and Regulations or Resolutions shall be provided in writing to the responsible Owner by US Mail or messenger and may also be given to non-owner violators. Notices shall describe the nature of the violation, the possible fine that may be imposed and the right to request a hearing before the Board to contest the allegations.

d. Request for Hearing. If an Owner wishes to contest an alleged violation, s/he must request a hearing in writing within 14 days of receipt of the Notice. The Request for Hearing shall describe the grounds for challenging the alleged violation and/or mitigating circumstances. If no hearing is requested within 14 days, the Board shall assess a fine and give written notice of the fine to the Owner, if such is determined to be appropriate.

e. Hearing.

i. Any biased Board member shall disclose the fact and be disqualified from participating in the hearing; If an even number results, another homeowner in good standing may be appointed to hear the case.

ii. The Board shall inform the Owner of the scheduled time, place and date of hearing by regular mail. Continuance may be granted for good cause. At the Hearing, each party may present evidence, testimony and witnesses; if unable to attend the complaining party may send the Board a letter outlining the complaint; attendance for both parties is optional;

iii. By a majority vote the Board shall render a decision within 14 days after the Hearing, notify the Owner and impose any fines if applicable.

#### FINE SCHEDULE

75. The following fines shall apply to violations of the Covenants, these Rules, or Bylaws of the Association.

First Violation

Second Violation within the next 15 days

Warning

\$25.00

Third Violation within the next 15 days	\$100.00
Fourth and Successive Violations	\$200.00

76. After a violation occurs, a probationary period will apply, during which a violation of any rule within five months of another violation will result in the next level of fines. Each infraction need not be of the same Rule. The Board may suspend the Owner's right to vote or use the recreational facilities for 60 days.
77. Upon written notice of the Board, fines may be levied in excess of the above schedule. The Board may waive all or any portion of the fines if it deems appropriate under the circumstances.
78. All fines are due and payable upon notice of the fine and will be late if not paid within 10 days, thereby incurring interest at 18% plus a \$15.00 a month late charge as set forth in the Covenants.
79. Failure of the Association to enforce the Declarations, Bylaws and Rules and Regulations will not be deemed a waiver of the right to enforce subsequent violations. See the Association's Covenants, and Rule and Enforcement Policy, for more details on this Enforcement Policy.

ADDITIONAL COPIES OF THE COBBLESTONE VILLAGE RULES AND REGULATIONS AND RELATED DOCUMENTS CAN BE OBTAINED FROM THE MANAGEMENT OFFICE AT NO CHARGE AND ALSO FROM THE ASSOCIATION WEBSITE: <http://www.cobblestonevillagehoa.org>

AMENDED AND REDISTRIBUTED - August 2010