

**RETREAT AT ROCKRIMMON HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS**

**For
ROCKRIMMON VISTA, FILING NO. 1**

November, 2009; Revised November 2010

The governing documents of the Association are (1) the Declaration of Covenants, Conditions and Restrictions of Retreat at Rockrimmon Homeowners Association recorded at Reception No. 096079248 of the records of El Paso County (the "Declaration"); and (2) the Articles of Incorporation and the Bylaws of Retreat at Rockrimmon Homeowners Association, Inc. These governing documents will be regarded as controlling in the event of any conflict between the provisions contained herein and the provisions of the governing documents.

The governing documents were drafted for the purpose of enhancing and protecting the value, desirability and attractiveness of the subdivision and to be binding on and inure to the benefit of all parties having any right, title or interest in the subdivision or any part thereof, their heirs, successors and assigns. When buyers take ownership of their Lots, they agree to abide by the governing documents, which, in accordance with intent of those provisions, are for their own benefit and the benefit of their neighbors as well. Buyers should read and review all governing documents prior to signing any contract or closing upon ownership of a Lot. Therefore, in addition to this document, please read and understand the governing documents.

An owner of a Lot shall advise his or her guests, occupants, and tenants of these Rules and any future rules, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any persons, dogs or pets from the premises if any violations occur. Any person entering Rockrimmon Vista Subdivision, Filing No.1 shall be deemed to be aware of the governing documents, these rules and future rules, and to agree to comply fully and promptly with those requirements.

Please be reminded that this document highlights many of the common issues that surface, but is by no means exhaustive. The Board may adopt individual rules at particular times and amend these rules and regulations from time to time. For clarification, fuller explanation or additional information, owners and tenants should refer to the governing documents and to the more current copies of the Rules and Regulations. Copies of the Rules and Regulations, CCR's, Bylaws, and Policies are available by visiting www.retreathoa.com or writing to the Association in care of Balanced Bookkeeping and Community Association Management.

Introduction

Acting on the authority granted by the Section 38-33.3-302(1)(a) and (k) of the Colorado Common Interest Ownership Act, as well as the Bylaws of Retreat at Rockrimmon Homeowners Association, Inc., Article VII, Section 7.1(a) (the "governing documents"), the Board of Directors has adopted the following rules to address matters not specifically detailed in the governing documents, and to adopt rules for the enforcement of these rules and the provisions of the governing documents.

The Association is a nonprofit corporation, which is directed by its Board of Directors. The Board is elected by the homeowners at the annual meeting each year or is appointed to fill vacancies. The Board is a group of volunteer homeowners, who meet on a regular basis to conduct the business of the Association; that is, to exercise discretion and reasonable efforts, to keep up maintenance and repairs as needed, to take steps to be sure the contractors are honoring their service agreements, and to attempt to see that violations of the governing documents are corrected.

General Provisions

1.1 The use of the Common Areas is available to all members in good standing, their family members, and guests. They are all subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Retreat at Rockrimmon Homeowners Association (hereafter referred to as "the Declaration").

1.2 Prohibited conduct includes any illegal or hazardous activity or any activity that interferes with the peaceful enjoyment of the owners; such activities may not be conducted upon or within any part of the Common Areas or any lot.
(Article VII, Section 7.11)

1.3 No structures, temporary or permanent may be placed on any common elements. All bicycles, toys or other recreational equipment shall be stored inside the residence or not in public view. See Section 4 of the Rules and Regulations. (Article VII, Section 7.5)

1.4 Any changes to the exterior of the residence, landscaping, the placement of structures, or any other changes to the property must be approved by the association. See Section 4 of the Rules and Regulations. (Article VI, Section 6.2)

Community Association Management

2.1 The services of a management company have been contracted to handle the day-to-day enforcement of Rules and Regulations, Declarations, and Bylaws. The managing agent is authorized to take those actions necessary to ensure the compliance of all residents with the standards of the Subdivision.
(Bylaws Article VII, Section 7.1(f))

Leasing: of Residents

3.1 Owners are responsible for providing their tenants with a copy of the Declarations, Rules and Regulations upon signing of a lease. Any damage to the common areas caused by an owner, resident, their agent or visitors will be repaired by the Association at the expense of the owner. In every lease agreement there shall be a provision that the lease term is subject to compliance of the Declarations and Rules and Regulations. Any failure by a tenant to comply with the terms and provisions of such documents shall be in default under the lease.

(Article VII, Section 7.2)

Architectural Control

(Sections 1.10, 1.11, 6.2, 6.3 and 7.14)

4.1 Each owner shall comply with the requirement for architectural approval set forth in the Association Documents. The Board shall have sole and complete discretion of interpreting, enforcing and determining compliance with the architectural control provisions of the Association Documents upholding the authority of the Architectural Control Committee (the "ACC"), which may be the Board itself. The Board may determine, in its sole discretion, whether any applicant has met the requirements of an architectural review.

4.2 The ACC shall, to the best of its ability, administer the architectural rules and regulations in a consistent, fair and equitable manner, striving for balance between the needs and desires of owners and the overall quality and integrity of the subdivision. Each owner shall submit a written request, accompanied with plans and drawings, to the ACC, and secure a written approval from the ACC prior to initiating or conducting any of the following:

- a. Constructing, placing or maintaining buildings, structures, or any other improvements upon the lot or exterior of any building or improvement.
- b. Painting exterior of any buildings, windows, improvements or landscaping on the lot. Painted exterior colors of buildings and improvements may be changed but new colors shall be compatible with the range of color tones already used in the subdivision. If the owner or tenant intends to paint even with the existing color, he/she shall submit color samples to the ACC for review and approval prior to repainting.
- c. Attaching awnings, decks, deck covers or other similar items to the exterior of any building or improvement on the lot. The Owner shall submit plans and drawings of proposed attachments to the ACC for review and approval. White storm doors with brass fittings are acceptable and do not need prior approval. Other color storm doors must be approved.

d. Placing solar collection equipment or materials on any buildings or improvements on the lot.

e. Planting trees or shrubs on any area of landscaping. Trees and shrubs approved for planting shall be of a size and shape and shall be situated to assure compatibility with existing landscaping and so as to not pose a safety or security concern.

f. Erecting or installing any satellite dish, aerial antenna, poles, wires or similar objects upon the exterior of any building or improvement on the lot. The owner may install a small satellite dish (not exceeding thirty (30)) inches in diameter. Antennae and satellite dishes no longer in used must be removed. Lot owners may be allowed to install, at the user's sole expense, solely the occupant's personal use, any antennae permitted by the OTARD rules adopted by the FCC. The satellite dish or antennae must be located on the property in areas shielded from view to the maximum extent possible from neighboring properties or streets without unreasonably increasing the cost of a Satellite Dish or antenna without damage to areas under the control of or maintained by the association, and or areas that raise special safety concerns.

g. Placing children's play equipment in the backyard including trampolines, slides, swings, playhouses.

h. Installing or constructing any fence, including invisible fences, upon the lot. Fences to enclose areas for dogs or other purposes may be installed or constructed, with the ACC's prior written approval as to appearance and location, at the rear of the dwelling building. Such fenced area shall not extend farther back than ten (10) feet from the rear of the dwelling building, shall not extend beyond the rear corners of the dwelling building, and shall not be wider than three-fourths (3/4) of the width of the rear of the dwelling building. Any owner who installs or constructs such fencing shall be solely responsible for maintaining the fenced area in a clean, attractive condition, including, without limitation, any landscaping located within the fenced area.

4.3 The Association is responsible for the maintenance of the landscape in the community, including replacement of trees and shrubs. This responsibility extends to the Common Area (property owned by the Association) and to the Maintenance Area (property owned by the homeowners, but excluding walks, driveways, utilities and structures). The Association is NOT responsible for the maintenance of or replacement of retaining walls on or behind property lines, or other features that have been installed to maintain the structural integrity of a lot or improvement on a lot. This is the homeowner's responsibility.

4.4 If the Board, in its sole discretion, determines that there are legitimate reasons not to replace trees or shrubs that have died, not to restore an altered landscape area to a former condition, or to change an existing landscape area, the Board can prescribe and implement an alternate landscape design and plan. The Board shall strive to assure that the alternate plan is compatible with the community's standards and quality.

4.5 An owner may propose to the Board alternate plans for the landscape within his/her own maintenance area (property). The Board shall consider each alternate plan proposed and, in its sole discretion, render a decision to deny, approve, or approve with conditions. In reaching its decision, the Board shall consider such factors as: compatibility with existing community landscaping, quality and values; safety of the community; costs to the Association to maintain the alternate landscaping; potential for interference with Association plans for other community improvements; etc. Xeriscaping is now allowed within the community. Any xeriscaping must be approved by the RRHOA Board and must not upset the harmony of the community. (SB-100)

4.6 In a case where the Board is concerned about the viability of an alternate landscaping plan proposed by an owner, the Board still may allow an owner to proceed with the alternate plan, provided the owner agrees that he/she will henceforth be responsible for all future maintenance and replacement of trees, shrubs or other elements included in the alternate landscape. The owner must further agree that he/she will maintain the alternate landscape to a level of quality and compatibility commensurate with the landscape in the remaining community. The Board may include conditions in the agreement to help assure the continued viability of the alternate plan. If the owner fails to satisfactorily comply with the terms and conditions of the agreement, the Board may elect to have the Association perform necessary and appropriate maintenance of the subject landscape and assess the costs of so doing against the owner's property. Such agreement shall be secured in writing and be maintained in Association records. If the owner sells the property containing the alternate landscape, the responsibility under the agreement shall transfer to the new owner.

4.7 An owner may request that the Association not maintain all or a portion of the landscape on his/her property. The Board shall consider such request and, in its sole discretion, render a decision to deny, approve, or approve with conditions. In reaching its decision, the Board shall consider such factors as: whether the owner is capable of maintaining his/her landscape; whether the landscape is likely to be maintained to the same standards and quality as the rest of the community's landscape; and other appropriate factors. If the Board decides to allow an owner to maintain all or a portion of his/her landscape, the owner must agree that he/she shall henceforth be responsible for all future maintenance and replacement of trees, shrubs and other elements of the subject landscape. The owner must further agree that he/she will maintain the subject landscape to a level of quality and compatibility commensurate with the landscape in the remaining community. The Board may include conditions in the agreement to help assure that these standards and conditions are met. If the owner fails to satisfactorily comply with the terms and conditions of the agreement, the Board may elect to have the Association perform necessary and appropriate maintenance of the subject landscape and assess the costs of so doing against the owner's property. Such agreement shall be secured in writing and be maintained in Association records. If the owner sells his/her property, the responsibility under the agreement shall transfer to the new owner.

4.8 No Owner or tenant shall allow any bicycles, sporting equipment, swimming pools, toys, hot tubs, barbecue grills or other similar items to be left on the landscaping, porches or otherwise on the lot where they may be visible from the street or any home. Exceptions are normal porch and deck furniture and screened hot tubs.

4.9 Owner or Tenant may dry clothes on an exterior retractable clothesline which may not be

visible from the street or any other home.

4.10 Mail Boxes are not to be used to display any signs of any nature as they are the property of USPS (United States Postal Service). A single "For Sale" sign for the house and lot only of a size (including frame) not exceeding thirty (30) inches wide and thirty (30) inches high may be displayed only in the front yard. "The For Sale" sign may not extend more than thirty-six (36) inches above the ground. Home security signs may be placed in the front and rear of the house but no further than five (5) feet from the house.

4.11 Christmas or other holiday decorations shall be reasonable in size and presentation (lights, sound, etc.). They must not be a nuisance to other members of the community and not be put up more than forty-five (45) days before the holiday and must be taken down within fourteen (14) days after the holiday.

Roads, Driveways and Parking Areas

5.1 Roads within the community are designated as private streets; drivers must NOT exceed a speed limit of 15 mph or drive in a careless or reckless manner endangering pedestrians or other drivers. Residents who identify offenders and/or record their license plate numbers should notify the Property Manager or a Board member in writing.

Residents and guests must not conduct activities on the streets that are or might be unsafe or hazardous to any person or property. Parents are responsible for the safe conduct of children at play in the neighborhood, including streets and driveways. Drivers should always be alert to the presence of children. (Article VII, Section 7.11)

Pedestrians, including bicyclists, must enter and exit through the pedestrian gates at the front and back of the Retreat neighborhood. The front automated gate and the rear gate are for vehicular use only.

5.2 Limited Owner Parking: Owners must park cars in their garages and driveways, or seek alternate storage space. Owners must limit street parking in front of their property to no more than twenty-four (24) consecutive hours, and not more than three (3) days in a 30-day period.

5.3 Limited Visitor Parking: All visitors must limit street parking to no more than eight (8) consecutive hours. Courtesy: If owners know in advance that visitors will park in front of a neighbor's house, they should notify neighbors.

5.4 Extended Visitor Parking (more than eight (8) consecutive hours): Owners must accommodate guests in their own garage and driveway. Extended visitor parking must not exceed two weeks. Do not park in front of anyone else's property for more than eight (8) consecutive hours without first

asking permission.

Please inform your neighbors and/or RRHOA Board of Directors if circumstances extend beyond these (5.2, 5.3, 5.4) parking rules.

5.5 No boats, trailers, house trailers, camping trailers, boat trailers, hauling trailer, trucks larger than ton, recreational vehicle, commercial vehicle or inoperative vehicle shall be parked or stored in the subdivision except for limited periods of time not to exceed twenty-four (24) hours per week for the purpose of loading, unloading, or cleaning. Such recreational vehicles shall not create an access problem to other residents nor shall such vehicles be parked unattended within the community (i.e. within fire lanes). Such vehicles are subject to the immediate removal (towing) at the owner's expense. Exception for emergency vehicles that meet the definition found in C.R.S. § 38-33.3-106.5(d). (Article VII, Section 7.13)

5.6 No mechanical work will be performed on any kind of vehicles in the subdivision except within an enclosed structure that screens the sight and sound of the activity from the street or adjoining property. (Article VII, Section 7.16)

5.7 Vehicles that are parked on subdivision property in violation of these Covenants, without current license plates, or have not been moved for a period of period of five (5) days or longer shall be determined abandoned and may be towed and/or ticketed. No junk or abandoned vehicles or trailers, as determined by the Board in its sole discretion, shall be parked in any driveway, on any lot, or on private streets, the common area or the maintenance area. Vehicles violating parking rules shall be subject to immediate towing without notice. The Board, in its sole discretion, may have any vehicle in violation of a parking rule removed from the neighborhood by a towing company. Costs of recovery of vehicles removed by the Board shall be borne solely by the owners of the vehicles and not by the Association. The Board shall furnish any information it has concerning the location of towed vehicles to the owners of such vehicles, upon their request. (Article VII, Sections 7.13)

5.8 Parking automobiles of any type on the side of a dwelling is not permitted unless it is a completely enclosed structure or in a fully screened manner approved by the association. No vehicles of any kind shall be parked on the private streets if they will impede traffic flow on the private streets or impede ingress or egress of any driveway or lot.

5.9 Angle parking is not permitted. "Every vehicle stopped or parked upon a 2 way roadway shall be stopped or parked with the right hand wheels parallel to and within 12 inches of the right hand curb or edge of the roadway." City Ordinance 10.11.101:

5.10 All vehicles shall meet local noise and safety requirements. Vehicles without mufflers in good condition are prohibited.

5.11 No parking shall be allowed within five (5) feet of fire hydrants or in front of mailboxes.

5.12 Drivers of vehicles shall not attempt to avoid speed bumps by driving around them on curbs

and/or lawns. Violators shall be subject to fines and penalties and further shall be liable for the expense to repair any damage to Association or private property that such action may cause.

Animals

(Article VII, Section 7.4)

6.1 No more than (3) three pets, either dogs, cats or a combination of both, shall be permitted on any lot.

6.2 Animals (as defined by the covenants) shall be restrained on a leash at all times when allowed outside of the homeowner's lot, accompanied by the pet owner or a responsible person.

Animals are not permitted to run unattended in the Common Area, around homes or grounds, or owner's property unless confined by an approved fenced run or within an invisible fence located in the back yard only. (Must be approved by the ACC.)

Animals may be tethered in the back yard, but not left unattended. Tethers shall be of a length to restrain pets to within the width of the back of the house. Pets may not be tethered to any tree. No animals shall be permitted to bark, howl, or otherwise create an obnoxious sound, odor, or disturbance.

6.3 When walking throughout the neighborhood, no owner shall allow his animals to urinate or defecate on anyone else's property except for his own property. No animal shall be allowed to damage the grass, trees, shrubs, or areas maintained by the Association.

Animal owners must immediately clean up after their animal at all times on their own property as well as the Common Area (grassy area on Retreat Point Street). Animal owners are responsible for any damage that is caused to the Common Area or Maintenance (Property) Areas by their animal(s), the repairs for which shall be made by the Association and assessed to the homeowner.

6.4 No animal shall be kept for the purpose of breeding, boarding or commercial purposes. Owners of animals must keep their animal confined to the property they occupy. All animals shall carry proper governmental tags and rabies vaccinations as required by law. No animal runs of any nature shall be permitted in any common area (including but not limited to portable fences).

Fences

(Article VII, Section 7.6)

7.1 All fences must be approved by the Board.

Trash Collection and Removal

(Article VII, Section 7.15)

8.1 The Association has contracted with a waste removal provider for the servicing of all homes units within the community. The expense for such service shall be included as a common expense.

8.2 All refuse must be placed in the trash tote that contains a lid that will protect the trash from being blown throughout the community prior to pick up.

8.3 All additional refuse in excess of that which fits within the designated container shall be the sole responsibility of the Owner for removal and shall not be charged to the Association (i.e. furniture, appliances, any large object. etc.)

8.4 No owner or tenant shall allow garbage cans, trash, or other refuse to be placed outside the garage except on the night before trash collection and must be returned to storage as soon as possible after trash pick-up. All trash and refuse must be placed in a proper receptacle, sealed and deposited in the appropriate place.

Snow Removal

9.1 Our contract states snow removal on the interior sidewalks and driveways will commence when accumulations exceed 2"; the streets will be cleared based on the amount of snow received and the weather conditions. We have requested that the snow removal firm monitor the forecast and not start until snow has stopped falling. Homeowners are responsible for snow and ice removal on their driveway and sidewalk when accumulations are less than 2". There will be instances that the Board will make a judgment call should circumstances dictate such as drifting from blizzards.

9.2 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.

9.3 Sand or ice melt may be used by the homeowner as deemed appropriate on his own property.

Signage & Flags

(Senate Bill 100, 89)

(Article VII, Section 7.6)

10.1 All signage shall be approved by the Board of Directors prior to installation for appropriateness, size, and placement. See 4.10 of these rules.

10.2 Security system signs may placed on your property. See 4.10 of these rules.

10.3 One small sign restricting solicitation to be placed discretely at the entrance of a residence.

10.4 A nameplate of the occupant may be placed discretely at the entrance of a residence.

10.5 U.S. American flag or military service flag may be displayed in a manner consistent with the federal flag code, P.L. 94-344, 90 STAT. 810: 4 U.S.C. 4 to 10; please contact the association for location requirements. Size is limited to 3 feet by 5 feet.

10.6 One political sign no larger than 5 square feet per political office or issue may be displayed 45 days before the election and remain up for 7 days after the election.

Miscellaneous

11.1 Residents shall not create any situation wherein their actions or conduct, as determined by the Board, represents an unreasonable nuisance or disturbance to other residents. This includes, but is not limited to, noise, loud music, late night parties, offensive cooking odors, etc. "Quiet Time" shall be between 10:00 p.m. and 7:00 a.m. each day.

(Article VII, Section 7.9)

11.2 Community residents shall be only used as single-family personal residences and shall not be used as business facilities. An owner may use a specifically designated portion of his home as a home business office, which approval may thereafter be withdrawn or terminated by the Board at any time. Businesses, which do not create additional traffic, noise or odor untypical of a residential community, in the opinion of the Board of Directors, shall be given consideration for approval. This rule is not intended to prohibit those business activities, for which an individual uses their home as a base but is aimed at prohibiting activities, which draw the general public to association grounds.

(Article VII, Section 7.3)

11.3 Window air conditioners and fans, which protrude past the screen area of the window, are prohibited on front, side, or back of house. (Article VII, Section 7.6)

11.4 Garage doors shall be kept closed except when used to permit ingress or egress to or from garage.

11.5 Garage lights: Owner shall be responsible for maintenance and repair of garage lights. The Retreat neighborhood does not have streetlights; therefore, maintenance of garage lights is imperative. (Article V, Section 5.4)

11.6 Each owner shall prevent the development of any unclean, unsightly or unkempt conditions or buildings or grounds on individual properties, which tend to substantially decrease the beauty of the

neighborhood as a whole or in a specific area. (Article VII, Section 7.7)

11.7 Solicitation within the subdivision, whether personal, commercial, political, religious or otherwise, conducted by an owner, tenant or any other person, is prohibited. Solicitors may be subject to prosecution for trespassing by the Association to the fullest extent allowed by law unless previously authorized by the Board in its sole discretion.

Insurance

12.1 It is the individual lot owner's responsibility to insure his properties for the value of the property in case of fire or natural disaster.

12.2 The association will be responsible to maintain insurance on all common areas within the community.

12.3 When a property is underinsured and a fire or other natural act damages or destroys the property, it is the lot owner's responsibility to bring the lot back to acceptable state. If the property is left in an unsightly condition beyond a reasonable time the association has the right to clean up the property at the owner's expense.

Dues

(Article IV)

13.1 Association assessments are based upon an annual budget ratified by the membership. As stated in the recorded documents, assessments are payable on or before the first of each month. There is a 10-day grace period. Assessments received after the 10th will incur a \$15.00 late fee, in addition to interest at the rate of 18% per annum. Additional remedies are defined in the policies.

Gates

14.1 The Association has provided one (1) auto gate opener for each lot in the Association. The maintenance of the batteries in that opener is the owner's responsibility. Additional openers will be made available to the homeowners at an additional cost to be set by the Board. One (1) key to the Walk-thru gates will be given to homeowners and if additional keys are needed, they will be made available at an additional cost to be set by the Board.

14.2 If a homeowner moves from the Retreat, the homeowner's gate opener shall be left for the new owners or tenants along with any keys to the pedestrian gates. Additional openers and keys belong to the homeowners who may dispose of them or give them to the new owners. The association will not buy back any openers or keys. Openers may be purchased from RRHOA.

Amendments

(Bylaws, Section VII, Section 7.1)

15.1 These Rules and Regulations may be changed or added to by resolution of the Board of Directors.

Purpose and Construction

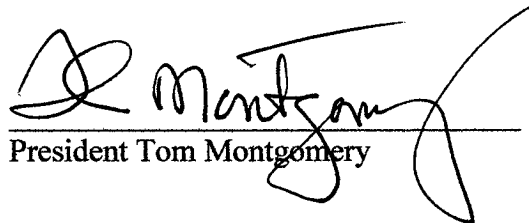
16.1 These Rules are adopted pursuant to the Declaration and Bylaws and are intended to preserve the community's appearance and value and to promote the health, safety, and welfare of its residents. In no event shall these Rules be construed to alter or amend any provisions of the Declaration or Bylaws. In case of any conflict between these Rules and provisions of the Declaration or Bylaws, the provisions of the Declarations or Bylaws shall control.

Mediation/Arbitration

17.1 Either party may submit any controversy between an owner and an association to mediation. Mediation is a good practice in disputes between neighbors.

Effective Date

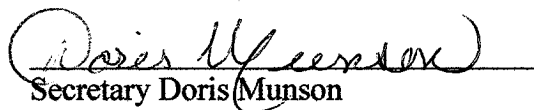
Adopted this 4th day of November, 2010



President Tom Montgomery



Vice President Bill Bartlett



Secretary Doris Munson

Maureen Nelson
Treasurer Maureen Nelson

Mary Jo Greene
Director at Large Mary Jo Greene