

**THE ENCLAVE AT BROADMOOR GLEN
HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, Article VH, Section 7.1 (a) of the Bylaws of The Enclave at Broadmoor Glen Homeowners Association provides in part:

"The Board of Directors shall have power to adopt and publish rules and regulations and to establish penalties for the infraction thereof.": and,

WHEREAS, Article in of the Articles of Incorporation of The Enclave at Broadmoor Glen Homeowners Association provides in part that:

"The business, objects and purposes for which the Corporation is formed are ...to provide an entity for the furtherance of the interests of all of the Owners ... with the objectives of establishing and maintaining as a project of quality and value; enhancing and protecting its value, desirability and attractiveness; promoting the health, safety and welfare of the residents of said project and providing for the maintenance, preservation and architectural control of the Lots and Common Area within said Project.": and,

WHEREAS, the Colorado Common Interest Ownership Act provides in part:

"...the association, without specific authorization in the Declaration, may: Regulate the use, maintenance, repair, replacement and modification of common elements.

Impose and receive any payments, fees, or charges for the use, rental or operation of the common elements. Exercise any other powers necessary and proper for the governance and operation of the

Association.":and,

WHEREAS, for the health, safety, and welfare of all residents and the protection and preservation of the common properties and for the necessary and proper governance and operation of The Enclave at Broadmoor Glen Homeowners Association, the Board of Directors wishes to establish reasonable rules and regulations and policies.

NOW THEREFORE BE IT RESOLVED THAT the following policies, rules and regulations be adopted by the Board of Directors for The Enclave at Broadmoor Glen Homeowners Association and where in conflict with any previously adopted rules, these rules shall prevail:

1. General Provisions

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

1.2 No illegal activity may be conducted upon or within any part of the Association's common property.

2. Townhome Association Management

2.1 The services of a management firm have been contracted to handle the day-to-day enforcement of the 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 complex.

3. Leasing of Townhome Unit

3.1 Owners are responsible for providing their tenants with a copy of these rules upon signing of a lease. All owners leasing their units are to provide the Management Firm with a copy of the fully executed lease within 30 days. Any damage in the common areas caused by an owner, resident, their agent or visitors will be repaired by the Association at the expense of the owner and occupant.

4. Architectural Control

4.1 No external building, fence, wall, or other structure shall be constructed or maintained until plans are approved by the Board of Directors. Additions shall be in keeping with the existing theme of the townhomes. No homeowner shall enclose by means of screening or otherwise, any common element including any balcony, patio, porch or common area ~~or~~ without prior approval from the Board.

5. Driveways and Parking Areas

5.1 Traffic on roadways within the community which are public streets belonging to the City of Colorado Springs shall NOT exceed 20 mph. the posted speed limit as adopted by the Colorado Springs City Council.

5.2 All vehicles shall meet local noise requirements. All vehicles must have mufflers in good working condition.

5.3 No boats, trailers, or inoperative vehicles shall be parked in the subdivision without written consent from the Management Firm. Such vehicles are subject to the immediate removal (towing) at the owner's expense.

5.4 No mechanical work whatsoever will be performed on vehicles in the subdivision.

5.5 Vehicles which are parked on subdivision property illegally (does not include driveways) excluding being parked on the city streets, without current license plates, torn apart for vehicle repair, or have not been moved for a period of 10 days or longer shall be determined abandoned and may be towed and/or ticketed. Abandoned vehicles parked on city streets within the subdivision may be addressed by The City of Colorado Springs Traffic Division, which may result in a fine or towing of the vehicle.

5.6 Garage doors shall be closed at all times except when used for ingress or egress.

6. Pets

6.1 Pets are to be kept in the home, contained in the courtyard or kenneled on the back patio, prohibiting their being left unattended or tied up in the common area. Owner shall be responsible for any damage caused to the common area.

6.2 Pets must be on a leash any time outside the residence in order to comply with the ordinances of the City of Colorado Springs. Any case where an animal deemed vicious by the board, this case will be referred to the Humane Society.

6.3 Pet owners must immediately clean up after their animal.

6.4 This regulation applies to all domesticated animals.

7. Decks and Patios

7.1 Decks and patios may not be used as storage areas nor in any way distract from the appearance of the building.

7.2 Cooking shall be done only on stoves and in ovens installed for that purpose. The use of outdoor grills on patio areas will be permitted only if it does not disturb other owners or occupants due to excessive smoke or noxious odor.

7.3 Residents shall not dry or air clothes on the patio areas or on lines or poles hung on the exterior of any building.

7.4 No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to, hung, or used in conjunction with any patio, window or door of the exterior of the unit without the prior written consent of the Board of Directors. All residents and occupants shall use care in items or fixtures kept on patio areas to ensure items are not blown from same.

8. Trash Collection and Removal

8.1 No owner or occupant shall allow garbage cans, supplies, milk containers, or other articles to be placed in the entry areas. All refuse must be placed in a toter (or personally provided trash container) that contains a lid that will protect the trash from being blown throughout the community prior to pick up. All recycling bins are to be guarded with some type of weighed material that will prohibit the blowing of recycling goods.

8.2 Trash containers shall not be left sitting in the front of units, visible to the public, other than on trash collection day.

9. Grounds, Sidewalks and Common Areas

9.1 Sidewalks and entrances must not be obstructed or used for any purpose other than ingress and egress.

9.2 No owner or occupant shall plant flowers, plants, gardens, or any other shrubbery outside of their individual courtyard unless prior written consent is given by the Board of Directors except for those placed in pots on the rear patio or deck.

10. Snow Removal

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

* Owners shall be responsible for managing, with reasonable care, the safety of the sidewalk adjacent to their unit when accumulation is less than 2".

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Upon receipt of an accumulation of 2" or more within a reasonable time frame in order to provide reasonable access to and from the unit for emergency purposes and complete clearing of the sidewalk, entryway and driveway shall be completed within 24 hours once the storm has quit.

* Streets within the community are the responsibility of the city.

* Stockpiling of snow adjacent to the driveways may be necessary when a high volume of snow is received. The subcontractor shall endeavor to keep these piles as low as possible to limit the impact on the visibility from the driveway.

* Ice melt shall be distributed as deemed appropriate. North facing units may require specific attention, which should be reported to management. Salt is not to be used.

* Owners and residents shall keep their courtyard clear of any objects that might impede snow removal.

The Association may not be able to meet these guidelines given major blizzard conditions.

11. Insurance

11.1 The Association Blanket Insurance does not cover the contents of the unit or liability within it. Each townhome owner and/or tenant should arrange for insurance coverage for all losses and risks growing out of the ownership and/or occupancy of the premises. Any and all insurance claims are to be filed through the Management Company only. All damages due to negligence of the owner/and or tenant is the responsibility of the owner, and the deductible will be paid by the owner. Damages occurring by no fault of the owner will be the responsibility of the Association and the deductible will be paid by the Association. It is the Board's responsibility to determine "negligence", in which case the owner presents his/her case before the Board in a hearing. All decisions made by the Board in this hearing are final and binding.

12. Miscellaneous

12.1 Residents shall not create any situation wherein their actions or conduct, as determined by the Board, represents a 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 begin at 10:00 p.m. each evening.

12.2 Townhome units shall be used only as single family personal residences and shall not be used as business facilities. 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 variance. A written request to conduct business from a townhome must be forwarded to the Board of Directors for approval prior to any business being conducted.

12.3 One (1) reasonably-sized sign shall be permitted inside the window of a unit offering the unit for sale or rent.

1 2.4 The installation of a satellite dish/antenna is subject to the terms and conditions defined in the Resolution dated April 7, 1998.

12.5 The installation of a storm door requires the approval of the Board of Directors based on the following guidelines:

"The door shall be almond, full glass, with or without a grid. Existing storm doors installed prior to September 1, 1998 shall be grandfathered, but must adhere to these guidelines if replaced subsequent thereto."

13 Dues

13.1 Association dues are based upon a budget adopted by the Board of Directors. As stated in the recorded documents, dues are payable on or before the first of each month. There is a fifteen day grace period. Dues received after the 15th will incur a \$20.00 late fee the first month and \$40.00 late fee for subsequent months. A late notice will be sent the first month, a second notice the second consecutive month and a final notice the third consecutive month. The account will be sent to the Association's attorney for collection at the same time the final notice is sent. Additional remedies are defined in the covenants,

14. SEASONAL DECORATIONS:

14.1 Winter holiday decorations and wreaths, with or without lights, are permitted on the front door and/or around the exterior garage lights. The trees and shrubs in the front of a town home may be decorated with mini-lights. No lights may be attached to the exterior of a town home if the attachment involves penetration of the stucco or trim of the building. Requests for any type of winter holiday decorations to be displayed in the Common Area must be submitted to the ACC for consideration. For the holiday season,

all decorations, including lights, must be removed by January 10th. Decorations used to celebrate other holidays must be removed within three days following the holiday. Requests to place any items in the Common Areas in celebration of these holidays must be forwarded to the ACC for consideration. PLEASE NOTE: Placing items in the ground in front of the town home may damage watering systems and the ground cloth that prevents weed growth. If that happens, the owner shall be responsible for damage repair costs.

15. Procedure for Violations

15.1 Complaints: Complaints of any violation may be presented to the Board or directed to the management company at any time. All complaints shall be made *in writing*. The Board shall, at its discretion, determine whether or not the complaint shows cause for further proceedings. The board shall not take action on any anonymous complaints. The Board shall not decide the validity of the complaint at that meeting, but rather shall set it for hearing at a later date, if it finds cause is shown that the defendant has committed or permitted a violation

15.2 Notice. If the Board decides that cause has been shown for a hearing, the Board shall then send a written notice, by regular mail and certified mail, return receipt requested, to any alleged violator of Declaration or Rules and Regulations. The notice shall indicate the time and place of the hearing, and any other information regarding violations and fines which the Board deems appropriate in its discretion.

15.3 Hearing. At the hearing the Board may consider any written or oral information produced by the alleged violator or other interested party. The Board, in its discretion, may close the hearing to the public, press or any third parties who are not witnesses. The Board may tape record or otherwise transcribe the hearing. The Board may proceed with the hearing even if the alleged violator fails to appear or refuses to participate or to submit information. The alleged violator may be represented by legal counsel and may cross-examine any witnesses presented. 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 sanction, if any, shall be sent by regular mail to the alleged violator.

15.4 Extent of Violation. Each incident or each day of a continuing violation shall be considered a separate violation for which any maximum fine may be imposed.

15.5 Parties to Violations. Owners shall be responsible for violations committed by their agents or tenants. The Board may proceed against both the owner and the agent or tenant, simultaneously or separately, and actions against one shall not bar action against another.

15.6 Fines and Sanctions. Any fine shall be both a personal obligation of the owner or violator or both and an assessment creating a lien which will be recorded against the unit and may be foreclosed. 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. Any violation shall entitle the Board to recover from the owner or violator or both, its reasonable attorneys fees, court costs, and any other collection expenses, regardless of whether litigation is instituted or is successfully concluded.

15.7 Effective Date. This rule shall apply to any violations occurring after the date of their adoption. The Board shall mail or hand deliver, at its choice, a copy of this rule to each owner or unit.

16. Maintenance Responsibilities

16.1 Association Responsibilities

1. Exterior Building Maintenance: The Association shall provide for the repair, maintenance and/or reconstruction of all of the Common Elements including the Limited Common Elements(except those items provided by the Owner) and shall keep the same attractive, clean, functional and in good repair and may make necessary or desirable alterations or improvements thereon or thereto or replacements thereof as necessary.

An owner shall not paint, change or in any way modify the appearance of the exterior of his or her Unit without the prior written approval of the Board of Directors.

2. Interior Damage from Exterior Leak: The individual homeowner is responsible for repairs, replacement, and maintenance of the interior of his or her unit, including repairs to any utility, pipes or other faculties servicing his or her single unit even if those utilities, pipes or other facilities are contained inside the walls of the unit.

The Association will promptly repair exterior leaks resulted from roof, other exterior or ground leaks, or the intrusion of water through the foundation only after receiving actual notice of same. To the extent an exterior leak from roof, or other exterior or ground leaks, or the intrusion of water through the foundation causes damage to the inside of a unit, the Association, at its sole discretion, may perform interior repairs including, but not limited to sheetrock repair, painting and water extraction, if necessary.

16.2 Owner Responsibility

1. Maintenance of Individual Units / Limited Common Elements: Each Owner shall keep the interior of his or her Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and neat condition, and shall do all interior redecorating and interior painting which may at any time be necessary to maintain the good appearance and condition of his or her Unit. This shall include repairs to any utility, pipes or other faculties servicing his or her single unit even if those utilities, pipes or other facilities are contained inside the walls. The Owner of any Unit to which a Limited Common Element is appurtenant shall also keep such Limited Common Element in a clean and neat condition. If a Garage Space is appurtenant to a Unit, the Owner of such

Unit (and not the Association) shall be responsible for maintaining the garage door opener and keeping the interior of the garage in a neat and clean condition.

2. Interior Maintenance: The maintenance and repair of the interior of each Unit shall be the responsibility of the Owner. This includes exterior extensions of interior plumbing, electrical, HVAC, or other services not penetrating the roof system. Items such as doorbells, dryer vents, electrical outlets, and other extensions are the responsibility of the Owner. The Association will maintain all extensions that exit the roof system that serve one or more units (furnace vents, jacks, etc.).

3. Garages: Each owner is responsible for the following: repair and/or replacement of the garage door, the door frame (except for structural components) and trim, and related hardware including the opener and tracks.

4. Air Conditioners

a. *Installation*

Temporary air conditioners (e.g., window mountable units) or similar appliances such as evaporative (swamp) coolers are not permitted.

b. *Operation*

All central air conditioners (or similar appliances) and any related fixtures are to be maintained in an attractive, clean, quiet, and safe condition. Any air conditioner or similar appliance must be repaired or removed at the owner's expense. Any loss, damage, or expense incurred from their installation, operation or maintenance will be the sole liability of the owner.

5. Side and Upper Patio Areas / Decks (Limited Common Elements): The cleaning and general upkeep (sweeping, tidiness) of these areas are the responsibility of the Owner, specifically including any owner modifications, additions or improvements, which require written DRC approval. Owners are not responsible for repairs or replacement of these areas.

6. Windows & Doors

a. *Windows & Doors – Frames*

Owners have the responsibility of replacing all windows and doors, including the frames and hardware. The approval of the DRC must be obtained prior to any replacements, including any upgrades.

b. *Windows – Glass*

When being replaced, the windows must match the existing dimensions and style

The approval of the Board must be obtained prior to any replacements.

c. *Window coverings*

Anything other than curtains, drapes, interior shutters, window quilts, blinds, or sunshades are not permitted as window coverings. All window coverings should be white when viewed from the outside.

16-3 Board Determination of Maintenance Responsibilities

The Board shall exercise reasonable business judgment in determining the respective maintenance responsibilities of the Association and the Owners. Determination of whether such repair or maintenance is the obligation of the Association shall rest solely with the Association, which shall have the sole responsibility for determining the kind and type of materials used in such repair and maintenance. Decisions by the Board shall be final.

17. Amendments

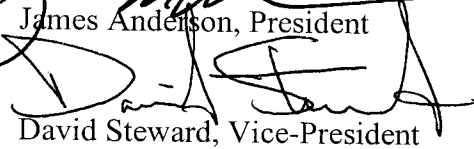
17.1 These Rules and Regulations may be changed or added to by resolution of the Board of Directors. Passage of a resolution requires a majority vote of the Board.


18. Purpose and Construction

18.1 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.

IN WITNESS WHEREOF, the undersigned have executed this Resolution of Directors
this 8th day of June, 2011.


James Anderson, President


David Steward, Vice-President


Audrey Osswald, Secretary

Merle Hanson, Treasurer