

**RULES AND REGULATIONS
OF
THE CASTLE PINES VILLAGE HOMES ASSOCIATION
CASTLE PINES VILLAGE, COLORADO**

April 10, 2017

(This document includes all resolutions passed by the Castle Pines Board of Directors as of the date of this document)

I. INTRODUCTION

These Rules and Regulations of the Castle Pines Village Homes Association are adopted in a spirit of cooperation and to create and maintain an environment, which is conducive of the protection of the unique and valuable character of the Castle Pines Village community. All residents, property owners, developers, contractors and visitors must observe these Rules. These Rules are in conjunction with and do not supersede the Amended and Restated Castle Pines Village Declaration and Agreement Creating Covenants, Conditions, Restrictions and Easements, as amended; Castle Pines Village Planned Unit Development Guide; The Architectural Design Guide; the Amended Articles of Incorporation; the Amended Bylaws of the Castle Pines Village Homes Association; and the Builder's Information Outline.

II. ADMINISTRATION AND ENFORCEMENT

1. In General: These Rules will be administered and enforced by the Board of Directors which may delegate any right or duty it possesses under these Rules to any committee or administrative office as the Board in its discretion may deem appropriate.
2. Committees and Administrative Offices, Creation, Authority, Termination: The Board may, by resolution, create and authorize any committee or administrative office as it may deem appropriate to aid the Board in carrying out its rights and duties under these Rules. The Board, when creating any committee or administrative office, shall establish its purpose(s), rights, duties, powers, officers and duration, which may be indefinite. The Board may, by resolution, amend the purpose(s), rights, duties, powers, officers and duration of any committee or administrative office or terminate any committee or administrative office prior to the expiration of the committee's or administrative office's initial term, as extended. Each committee and administrative office may advise and make recommendations to the Board, which, in turn, may advise and make recommendations to the committee or administrative office.
3. Committee Members and Administrative Officers, Appointments, Terms: Except as otherwise provided in the Rules, the Board shall appoint, at its sole discretion, the members of each committee and the holders of all administrative offices created by the Board.

4. Creation of Enforcement Committee: The Board hereby creates a committee to be known as the Enforcement Committee. The purpose of the Committee will be to determine whether a violation of Association Rules has occurred and to initiate appropriate action to correct all such violations. The Committee will be composed of at least three Castle Pines Homes Association members appointed by the Board of Directors. The Committee will review all complaints brought to it by owners or administrative offices who by previous means were unable to resolve the dispute in question. The Committee will then determine whether the facts alleged in the complaints would constitute a violation of Association Rules, and if so, the Enforcement Committee will hold a hearing to determine whether a violation of the Association Rules has occurred. The Committee will take action provided in this document, including, the imposition of assessments or fines, if there is a cost involved to correct the violation, as the Committee deems appropriate, upon each owner that the Committee finds to have violated these Rules. The initial duration of the Enforcement Committee will be indefinite.
5. Limitations on Liability: Except as otherwise provided in these Rules, no person may be held personally liable for any act or omission made or omitted in good faith by them as a member of the Board, as a member of any committee created by the Board, or as an administrative officer appointed by the Board. Neither the Board nor any committee, including the Enforcement Committee, or any administrative office will be liable for its failure to prevent, detect or cure any violation under these Rules.

III. GENERAL RULES AND REGULATIONS

1. Owner Responsibility: Each Owner is responsible to ensure that the Owner, including children, guests, developers and contractors/builders working for Owner, complies with these Rules; and each Owner is subject to the actions provided in Article XI.
2. Noxious or Offensive Activities: No person will allow any noxious and offensive activity, including noises, to be conducted upon the Owner's Parcel, nor will any Owner allow any activity of any kind upon the Owner's Parcel to become an unreasonable annoyance or nuisance to any other Owner or Resident.
3. Insurance Risk: No person will allow any activity or condition upon the Owner's Parcel, nor any activity by the Owner nor any Affiliate of Owner (any person other than an Owner, whose right to be within Castle Pines Village arises out of that person's relationship with the Owner) upon the Common Area, which would increase the rate of insurance on any Association property, without the prior written approval of the Board.
4. Littering, Dumping: No person will allow any littering, dumping, dropping, or abandoning any amount of any type of material within the boundaries of Castle Pines Village, except in approved garbage receptacles.

5. Wildlife: No person will interfere with or disturb any wildlife within Castle Pines Village. Any wildlife considered to be a "varmint" or pest causing natural resource damage or public endangerment will be controlled by the responsible authority.
6. Signs: No person will allow any sign of any kind on the Owner's Parcel which is visible from any other Parcel, common area, or the golf course, except signs permitted under the Development Guide and approved by the Design Review Committee.
7. Outside Storage: No furniture, fixtures, appliances, or other similar items not in reasonably current use may be stored in any manner visible from any other Parcel, common area, or the golf course.
8. Wells: No well for the production of, or from which there may be produced, water, oil or gas, may be dug or operated within Castle Pines Village, except water wells and related Facilities operated by public agencies, by duly certified public utility provisions.
9. Temporary Structures: No Owner will allow any mobile home, tent, shack, outbuilding, or other temporary structure to be kept upon the Owner's Parcel nor on any street within Castle Pines Village, except as approved by the Design Review Committee.
10. Approved Pets: Animals which are commonly kept as household pets, such as dogs, house cats, birds, small reptiles, and small rodents may be kept as household pets within Castle Pines Village without prior approval of the Association so long as they meet all Colorado state and Douglas County rules, regulations, and requirements including registration and vaccination. Before any *other* type of animal may be kept in the Village as a pet, the owner must first obtain written approval from the Board of Directors. Pets may only be kept in such numbers, sizes, and breeds as may be approved from time to time by the Board of Directors in its sole discretion. Pets must be kept in such a manner as to not create a nuisance, health hazard, or threat to the safety of persons or the property of persons residing in the Village. No animal or any structure associated with any animal may be kept primarily or regularly out of doors in any location that is visible from any other residential lot, common area, or golf course except as may be approved in advance in writing by the Design Review Committee and/or the Association. The keeping in the Village of vicious or dangerous dogs or other animals, as those terms may be defined from time to time by Douglas County, is prohibited. The keeping in the Village of horses, cattle, sheep, chickens, and other livestock is prohibited. Additional restrictions are contained in Chapter XII of this document.
11. Animal Control: Any animal kept by an Owner when not in a controlled area on their own property must be on a leash or similar restraint under direct control of the handler or Owner. Any animal, which creates any nuisance by continual barking, causing damage to other people's property or otherwise disturbing persons or other animals must be controlled. Any domestic animal that is running loose in Castle Pines Village, not under direct leash control and off its Owner's property, may be removed by County Animal Control. Owners must immediately use a "pooper scooper" or other method to clean up after their pets when they are off of their personal property.

12. Antennae: No exterior antennae, including satellite or microwave receiving units, are permitted within Castle Pines Village except as approved by the Design Review Committee.
13. Automobile Repair: No person will allow any automobile or other vehicle repair or similar work to be performed on the Owner's Parcel in any area visible from any other Parcel, common area or the golf course, nor upon any common area or street, except in emergency situations, in which event the Owner will remove the vehicle to a permitted area as soon as possible.
14. Camping and Picnicking: No camping or picnicking is allowed within the common areas of Castle Pines Village except in area designated for such activities.
15. Garage Doors: All garage doors should be kept closed except while a vehicle is actually entering or exiting the garage, during periodic maintenance, repair of the door or garage area, or during periodic cleaning of the garage area.
16. Garage Sales: No Owner will allow any garage, patio, porch, lawn or similar sale to be held on the Owner's Parcel.
17. Interference with Electronic Devices: No Owner will permit any activity to be conducted on the Owner's Parcel which interferes with any television, radio, home computer or similar electronic device operation within Castle Pines Village.
18. Laundry: No Owner will permit any laundry or other items to be dried or hung outside of any building.
19. Swing Sets, Recreational Equipment: No Owner will allow any swing set or other recreational equipment to be located on the Owner's Parcel in any area unless location and color are approved by the Design Review Committee. All equipment must be screened as much as possible from any other Parcel, Common Area, and Golf Course.
20. Trash Collection: Trash must be bagged, boxed, etc. with handles, so that everything can be picked up. Plastic containers are not to be used. Trash should not be put out prior to 5:00 a.m. of the morning of pickup except as approved by the Director of Emergency Services.
21. Tree Removal: No person shall remove any tree within Castle Pines Village except as approved by the Design Review Committee.
22. Mistletoe: Owners will not permit the dwarf mistletoe (*Arceuthobium*) to remain on any lot. Upon discovery of the existence of dwarf mistletoe on any lot, the association will give notice and an opportunity to cure for thirty (30) days as required 6(d) of the Declaration. Upon failure of the Owner to cause dwarf mistletoe to be removed within such thirty (30) day cure period, the association may enter the Lot, cause the dwarf mistletoe to be removed, and assess the account of the Owner for the reasonable costs of such removal.

23. Tree Damage: If an Owner is found to have caused tree damage, the Enforcement Committee or Board may impose a fine upon the Owner for each such violation equal to \$100.00 times the number of inches in the diameter of the main trunk of the damaged tree, measured four feet above ground level. If the diameter of the damaged tree measured four feet above the ground level is less than one inch, or if the damaged tree is less than one foot tall, the fine will be \$100.
24. Holiday Decorations: A tasteful, temporary decoration or display, if it is clearly incidental to and customarily and commonly associated with any national, local, or religious celebration, is allowed within the community. Such display is exempt from any setback regulations of this community, but such display shall be erected no more than 45 days prior to and removed no more than 21 days after the celebration in question.
25. Leasing of Dwelling Units:
The following addition to the Castle Pines Homes Association Rules and Regulations Chapter III, paragraph 25 (added), adopted by the Castle Pines Homes Association, Inc. ("Association") pursuant to the provisions of C.R.S. 38-33.3-101 et seq, at a regular meeting of the Board of Directors, February 21, 2014.

The leasing or renting of Dwelling Units within Castle Pines Village shall be for a minimum duration period of six (6) months and secured by a Rental/ Lease Agreement between the Dwelling Unit owner and renter/lessee. The Dwelling Unit owner is responsible to insure the Emergency Services Department is provided an executed copy of the Rental/Lease Agreement within thirty (30) days of the commencement of the Rental/Lease Agreement. Rental/Lease Agreements with a duration period of three (3) to six (6) months require prior approval by the Castle Pines Homes Association Board of Directors. Rental/Lease Agreements with a duration period of less than three (3) months are not permitted. Sale and leaseback arrangements by a Homeowner in which the Homeowner sells their home but remains in residence as a lessee for a period of time will be recognized as in compliance with this rule.

IV. TRAFFIC AND ACCESS RULES AND REGULATIONS

1. Adoption of Colorado Motor Vehicle Code: The Board hereby adopts the "Uniform Motor Vehicle Law" and the "Uniform Safety Code of 1935", as both may from time to time be amended for the regulation of vehicle and pedestrian traffic within Castle Pines Village, except to the extent that such codes conflict with any provisions of these rules.
2. Speed Limits and Unsafe or Off-Road Operations: Except where otherwise posted, the maximum speed limit on all roadways within Castle Pines Village is twenty-five miles per hour (25mph); provided, however, that the maximum speed limit shall be reduced to a speed reasonable under the circumstances, which circumstances may include, but are not limited to, location, visibility, weather conditions, road surface condition and the presence of other vehicular or pedestrian traffic on the roadway, when such circumstances dictate a lower speed in order to maintain safe operation of the vehicle. No person shall operate any vehicle

on a Village roadway in an unsafe manner. Except as provided hereinafter, no person shall operate a motor vehicle anywhere within the Village except (a) on designated roadways accepted for use and maintenance by the Association and/or the Castle Pines Metropolitan District or (b) on private property when the vehicle operator is either the Owner or the invitee of the Owner of the property in question..

3. Speeding Fines:

The following change to the Castle Pines Homes Association Rules and Regulations Chapter IV, paragraph 3, adopted by the Castle Pines Homes Association, Inc. ("Association") pursuant to the provisions of C.R.S. 38-33.3-101 et seq, at a regular meeting of the Board of Directors, November 22, 2013.

Up to 10 miles per hour over the posted speed limit:

1 st Infraction	Written Warning
2 nd Infraction within 18 mths*	\$50
3 rd Infraction within 18 mths*	\$100 and Mandatory Enforcement Committee Hearing.
4 th and Subsequent Infractions with 18 mths*	Mandatory Enforcement Committee Hearing. Fine determined by the Enforcement Committee.

11-20 miles per hour over the posted speed limit:

1 st Infraction	\$100
2 nd Infraction within 18 mths*	\$200
3 rd Infraction within 18 mths*	\$400 and Mandatory Enforcement Committee Hearing.
4 th & Subsequent Infractions within 18 mths*	Mandatory Enforcement Committee Hearing. Fine determined by the Enforcement Committee.

21 miles per hour or more over the posted speed limit:

Mandatory Enforcement Committee Hearing. Fine determined by the Enforcement Committee.

***The 18 month timeframe will be based on a rolling calendar.**

All Notices of Violations issued for traffic violations with fines attached issued to minors (under 18 years old) will be referred to a mandatory Enforcement Committee hearing. Minors appearing before the Enforcement Committee will be required to be accompanied by a parent or legal guardian.”

4. Driver's License: Any person operating any vehicle within Castle Pines Village must have a valid motor vehicle operator's license with endorsements for the type of vehicle being operated.
5. License and Insurance: Any vehicle that is required under the laws of the State of Colorado to be licensed and/or insured must meet such requirements to be operated within Castle Pines Village.
6. Identification: Each vehicle of any nature within Castle Pines Village must display either a permanent vehicle identification sticker or a temporary gate pass obtained from the Castle Pines Village Emergency Services Division.
7. Special Events Parking: Any authorized individual who intends to hold any special event which is likely to require the parking of several vehicles will provide the Director of Emergency Services with parking plans for review and approval at least 72 hours before the special event. The Director may modify any plans submitted and may conditionally approve any plans the Director deems necessary or appropriate.
8. Vehicle Noise: The use of vehicle horns or similar devices is prohibited except in emergency situations. The operation of vehicles, which create excessive noise, is prohibited, except in construction of a home site.
9. Off-Road Driving: The use of any vehicle, including trail bikes, snowmobiles and similar recreational vehicles on other than established roadways within Castle Pines Village is absolutely prohibited. Mowers and other ground maintenance equipment are exempt from the provisions of this section when operated for the normal intended purpose of such equipment.
10. Off-Road Recreational Vehicles: No snowmobiles or other self-powered, off-road recreational vehicle may be operated within Castle Pines Village except for ingress or egress in emergency circumstances.
11. Motorcycles: Any person operating a motorcycle within Castle Pines Village must possess a valid motor vehicle operator's license properly endorsed for operation of motorcycles. No motorcycle may be ridden within Castle Pines Village for recreational purposes, provided that the motorcycle may be ridden to and from the residence of any Owner or Resident.
12. Bicycles: Bicycles may be operated only on established roadways and designated bikeways.
13. Parking: No automobiles or other vehicles may be parked on any roadway within Castle Pines Village:
 - a. In a manner that impedes the safe flow of traffic or creates a traffic hazard,
 - b. In a manner that impedes the passage of emergency equipment and/or snow removal equipment,

- c. In a manner that may cause damage to Castle Pines Homes Association property, or Castle Pines Metropolitan District property,
- d. In a manner that may cause damage to other private property to include grass, seeded areas and other landscaping.

A vehicle may be parked on a roadway on an occasional, temporary, short term basis, i.e. house keeper, landscape maintenance personnel, service providers and homeowner guests, only if it complies with the requirements outlined above. Vehicles may not, under any circumstances, be parked on a roadway overnight except with explicit prior permission from the Director of Emergency Services. Castle Pines Homes Association may issue special parking permits from time to time at construction sites for vehicles used in the construction process, with the stipulation that any roadside damage caused by such parking is fully landscaped and/or returned to its natural state by the permit grantee, and as determined by representatives of the Castle Pines Homes Association.

14. Vehicle Parking and Storage: No recreational vehicle, camper coaches, trail bikes, snowmobiles, camper trailers, boats, boat trailers, utility trailers, or vehicles other than passenger vehicles or pickup or utility trucks with a capacity of one ton or less may be parked, stored, or kept within Castle Pines Village except in a closed garage.

15. Golf Carts: Golf Carts may be operated upon the private streets of the Village provided that each such vehicle shall be equipped with:

- a. Head lamps
- b. Front and rear turn signals
- c. Tail lamps
- d. Stop lamps
- e. Reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear.
- f. An exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror.
- g. A parking brake
- h. A VIN that conforms to the requirements of Part 565 *vehicle identification number of Chapter V within 49 CFR.*
- i. Vehicle use at regular golf cart crossings are not impacted by these requirements.

16. Contractor Parking: Property owners are responsible to ensure all contractors abide by the parking rules contained in these regulations and those requirements found in the Castle Pines Village Builder/Contractor Rules and Regulations. Residents who are contracting for interior residential work are required to ensure contractors receive an approved parking plan from Emergency Services prior to commencing work.

V. PUBLIC SAFETY AND FIRE PREVENTION RULES AND REGULATIONS

1. **Insurance:** Each Owner will secure and maintain insurance for the Owner's Parcel and all improvements located upon the Owner's Parcel, in amounts and insuring against risk and

hazards in accordance with prudent standards, but not less than the full replacement value of the improvements.

2. Fireplaces: The fireplaces must be cleaned and serviced on a regular basis. No coal or other fuel which emits a similar amount of smoke, erupting wood, or charcoal may be used for heating, cooking, or for any other purpose within Castle Pines Village, unless in accordance with Section 7 below or as otherwise approved by the Board.
3. Emergency Security Alarm: All Owners are encouraged to keep in force a maintenance contract with a licensed alarm company.
4. Knox Box: Effective January 1, 1996, Emergency Services will not maintain any homeowners' keys. All keys will be returned to the homeowner. Knox Boxes are required at all homes constructed commencing after September 1, 1995. Knox Boxes are an encouraged option to homeowners for homes constructed commencing before September 1, 1995. Additional information on Knox Boxes may be obtained through the Emergency Services Department.
5. Fire Hazards: No Owner will permit any condition on the Owner's Parcel or common area which creates a fire hazard or which is in violation of any permanent or temporary fire prevention regulations of any governmental authority.
6. Propane Gas, Oil Tanks: No Owner will permit any liquid propane (except in low-pressure cylinders with a capacity of 5 gallons or less), gasoline (except in safety containers with a capacity of 5 gallons or less), oil or other similar substances to be stored or kept in any tanks or other storage devices within Castle Pines Village. The provisions of this section will apply at all times and to any such materials kept for any purpose, including construction. Any such tanks, or other storage devices to be installed must be approved by the Design Review Committee and South Metro Fire Rescue. Fuel tanks used for family outdoor cooking appliances are exempt.
7. Outside Burning: No Owner will permit any fire or flame outside of an enclosed structure except in the following types of new and existing devices that are approved by the Castle Pines Village Emergency Services Division:
 - a. Within barbecues, outside fireplaces, fire pits, smokers, ovens, braziers, heaters or similar devices that are fueled solely by natural gas or liquid propane in approved containers; or
 - b. Within barbecues, smokers, ovens or similar devices that are fueled by charcoal, wood, synthetic wood or other materials other than natural gas or liquid propane in approved containers, but only if the device (i) is specifically adapted to be used to burn the type of fuel being used, (ii) does not emit quantities of smoke in violation of section 2 above, (iii) is designed and used exclusively for outdoor cooking, and (iv) (other than a device that is fueled exclusively by charcoal) is equipped with an effective spark arrestor.

No new or existing device that produces a flame and that is not permitted above may be used outside of an enclosed structure within Castle Pines Village. Any permitted device using a pilot

light must remain covered when not in use. The Chief of Emergency Services may issue temporary restrictions on outside fires of any type as conditions may require.

8. Fire Hazard Prevention: Each Owner will remove from the Owner's Parcel all dead branches, brush, and other material which could create a fire hazard, and each Owner will perform such other tasks, as requested by the Board, to remove or eliminate material which constitutes or creates a fire hazard. The Board will remove such material and take similar actions with respect to the Common Area. No fire is permitted within ten feet of any bush, tree or other flammable materials.
9. Hunting: Hunting and trapping are absolutely prohibited within Castle Pines Village. *This provision does not prevent homeowners from controlling "varmints" or pest causing natural resource damage or public endangerment. In these instances these control measures if employed outside the home must be taken by a responsible authority to prevent endangerment to other wildlife species.*
10. Firearms: Any person who carries any type of firearm within Castle Pines Village must comply with federal, state, and Douglas County laws and ordinances pertaining to the carrying of firearms within Douglas County.
11. Discharge of Weapons: No person may discharge any handgun, rifle, shotgun, air rifle, pellet gun, B-B gun, paint ball gun, slingshot, bow, or any other weapon outside their residence within Castle Pines Village. Persons who discharge firearms in accordance with Title 18 of the Colorado Revised Statute or otherwise in accordance with law are exempt from the provisions of this section.
12. Vacations or Absences: Homeowners are encouraged to maintain all emergency security alarm systems, fire suppression systems and roof fire suppression systems on all homes within Castle Pines Village in good working order at all times and armed whenever no responsible person is present on a parcel. Any Owner intending to leave his home for more than twenty-four hours is encouraged to notify Emergency Services of such intention and request that Emergency Services provide special monitoring of the Owner's Parcel during such period. The Emergency Services Division, the Homes Association manager and the Board of Directors will not be held liable for any vandalism, etc. at any time.

VI. THE COMMON AREA RULES AND REGULATIONS

1. Use of Common Areas: Except as otherwise approved by the Board and shown on an approved master plan, the common area will not be altered, no structure may be constructed upon the common area, and no item is allowed to be placed or stored in the common area.
2. Pedestrian Walkways: Free use of walkways and free circulation of foot traffic within Castle Pines Village will be maintained at all times. No Owner will allow any obstruction of any walkway located upon the Owner's Parcel, nor any obstruction of any walkway located upon the common area.

3. Trails: No horses, mules, burros, or other such animals may be kept or ridden on any road or trail within Castle Pines Village.
4. Common Area Storage: No storage is allowed in the common area without the prior consent of the Board except in any common area the Board may designate as a storage area.
5. Ponds: Swimming, wading or similar activities are not allowed in any community pond, unless authorized in writing by the Board of Directors.
6. Recreational Activities: Any recreational activities are prohibited in common areas and streets except as permitted by the Board.

VII. MAINTENANCE RULES AND REGULATIONS

1. Maintenance of Improvements: Each Owner will maintain all improvements upon the Owner's Parcel, including walkways and paving, in the same or a superior condition, and each Owner will promptly make all necessary or appropriate repairs and replacements to any such improvements. Outside contractor work is prohibited on Sunday and on the seven (7) National Holidays.
2. Landscaping Deadline: Within 90 days from the date of Certificate of Occupancy on a property a landscaping plan must be submitted and approved as required by the Design Review Committee in conformance with the Association's Architectural Guidelines and the Design Review Committee's Design Review and Construction Process, as applicable, and approved by the Design Review Committee. Landscaping must be installed in accordance with the approved plan within 180 days from the date of Certificate of Occupancy on the property. Any extension of time must be approved by the Design Review Committee, in writing. Subject to the landscaping construction being performed in compliance with the approved landscaped plans, during the time period in which landscaping is being planned and installed the property must be maintained in the same or superior condition as it was at the time the Certificate of Occupancy was issued.
3. Maintenance of Landscaping: Each Owner will maintain the landscaping upon the Owner's Parcel in the same or superior condition. Each Owner will diligently maintain, cultivate, husband, protect, and preserve all shrubs and trees upon the Owner's Parcel, including installation of any needed erosion control measures which may arise. Dead trees and dead scrub oak, etc. to be removed by Owner. Spraying of trees on Owner's property is at Owner's expense, and Owner will promptly take appropriate corrective action to control ipps beetle, mistletoe, etc.
4. Maintenance of Common Area: The Common Area will be maintained by the Homes Association.
5. Maintenance of Unimproved Parcel: Each Owner is responsible for trash and/or maintenance of his and/or her parcel of land.

VIII. EMERGENCY SERVICES

1. General: The Board hereby creates an administrative office to be known as the Castle Pines Village Emergency Services Division. Purposes of Emergency Services' officers are to provide emergency services for Castle Pines Village, investigate and report violations of Association Rules, and to enforce the provisions of these Rules. Where a different entity is given primary responsibility for the enforcement of certain provisions of these Rules, the Emergency Services officers will cooperate as requested with that other entity to enforce those provisions.
2. Director of Emergency Services: The Board will appoint a Director of Emergency Services. The Director will prepare an annual budget for the division, which will be submitted to the Homes Association manager for review and approval by the Board of Directors.
3. Access and Vehicle Identification Program: The Emergency Services' officers will control and monitor access to Castle Pines Village. Emergency Services' officers will staff entrance gates to Castle Pines Village per schedules prepared by the Director of Emergency Services and approved by the Board. The Director will establish a vehicle identification program under the following guidelines.
 - a. Permanent Vehicle Identification Stickers: The Emergency Services' officers will issue a permanent vehicle identification sticker only for each vehicle regularly used within Castle Pines Village by any Owner or any Resident. If the Owner or Resident ceases regular use of the vehicle, including transferring ownership to another, the Owner or Resident will remove the permanent vehicle identification sticker from the vehicle. In the event that any permanent vehicle identification sticker is destroyed or removed from a vehicle, Emergency Services will issue a replacement.
 - b. Temporary Gate Passes: Emergency Services will issue temporary gate passes to any individual who has been authorized access. Any request may be made in writing, in person, or by telephone. Any request will identify the individual authorized access by the Owner. If an unauthorized person requests access to Castle Pines Village, the Emergency Services' officer manning the entrance may contact the Owner to determine whether the Owner wishes to authorize such person's access.
 - c. Special Events: Any Owner or any individual authorized by an Owner who intends to hold any party or other special event will notify Emergency Services of the event a reasonable time before the event. The notice will include all such information or guest lists, nature of event, directions, parking, expected arrival and departure times, and any other relevant matters.
4. Patrol: Emergency Services will patrol Castle Pines Village in such manner and at such intervals as directed by the Director of Emergency Services.
5. Suspected Violations, Stopping and Questioning: The Emergency Services' officers are authorized to stop and question any person within Castle Pines Village whom he/she has reasonable grounds to suspect has violated these Rules, or whom the officer has reasonable

grounds to believe has committed a crime within Castle Pines Village. Emergency Services' officers may receive complaints of suspected violation of the Rules or the commission of a crime within Castle Pines Village from any Owner, Resident, or Developer. The officer will report the matter to the Director. If the Director determines that reasonable grounds exist to suspect a crime has been committed, the Director will refer the matter to the proper governmental authorities.

6. Violations in Presence of Special Officers: When a violation of these Rules occurs in the presence of a Special Officer, the Special Officer shall issue a citation to the offender. A copy of the citation will be sent to the enforcement committee. Additionally, the Special Officer may, regarding speeding violations, follow the process set forth in Article IV, Section 2 regarding an assessment ticket or a citation. A copy of any assessment or citation, indicating the action, will be transmitted to the Homes Association manager. Any person who receives a citation under this Section will be given the opportunity for a hearing pursuant to Article X.
7. Cooperation: The Emergency Services' officers will cooperate with any governmental authority having jurisdiction over Castle Pines Village in any matter relating to Castle Pines Village.
8. Special Monitoring: Upon request of an Owner, Emergency Services' officers will provide special monitoring of the Owner's Parcel while no responsible person is present upon the Owner's Parcel for a significant period of time. If requested, special monitoring will include increased patrol surveillance, door and window checks, and grounds check. Neither the Association, the Board, the Director of Emergency Services nor any Emergency Services' officer will be liable for any loss or damage to the Owner's Parcel or any other property on the Owner's Parcel during any period of special monitoring.
9. Limitation on Liability: Any duty of the Board, the Enforcement Committee, any other committee or administrative office and the Emergency Services' officers, including the Director and any Assistant Director or Directors, to prevent loss, damage or other injury to Owners and Residents in Castle Pines Village, whether to their person or property, is owed to all Owners and Residents as a whole and not to any particular Owner or Resident.

IX. DESIGN REVIEW

1. In General: The Design Review Committee is the committee created by Article 25 of the Declaration. The Design Review Committee will have five members, including at least one resident Owner. Its general purpose will be to ensure that all development in Castle Pines Village complies with the requirements of the Development Guide, the Declaration, the Architectural Design Guide and the Builders' Information Outlines. The Design Review Committee will be responsible for the review and approval or rejection of all improvements within Castle Pines Village. The Design Review Committee must inspect any improvement to determine whether the improvement is proceeding according to an approved Improvement Plan. If the Committee determines that any improvement is not proceeding according to an approved plan, it may require corrective action be taken by the Owner, and, if not

implemented, refer the matter to the Enforcement Committee for further review and enforcement as outlined in Section X of these Rules. Any appeal of a decision of the Design Review Committee concerning a violation of Association Rules shall be made to the Enforcement Committee as provided in Section X.

2. Gardens: All gardens other than those devoted solely to flowering plants or similar decorative foliage will be screened so as not to be visible from any other Parcel, the common area, or the golf course, except as permitted by the Design Review Committee. Any Owner who intends to construct, plant, or cultivate any garden of a significant size which would or could be visible from any other Parcel, common area, or the golf course must submit a description of the garden in reasonable detail to the Design Review Committee for approval prior to beginning any such garden.
3. Fences: All property lines will be kept open. No fences or plantings simulating fencing or having the effect of closing any property will be permitted except as approved by the Design Review Committee.
4. Exterior Lighting: There will be no exterior lighting installed after the original lighting is approved by Design Review. If a Homeowner wants to install exterior lights after C.O., he and/or she must submit their lighting plan to Design Review Committee for approval before installation.
5. Awnings: The design and color of all awnings must be approved by the Design Review Committee prior to installation. All awnings must be stored out of sight from November 1 to March 31.

X. HEARINGS, APPEALS

1. In General: Except as otherwise provided in these Rules, all hearings permitted or required under these Rules will be held in accordance with the provisions of this Article and the Bylaws.
2. Location and Time: The Board will designate the place and time for all appeals and the Enforcement Committee will designate the place and time for all hearings, which will be open to all Owners and Residents.
3. Procedure and Evidence: No formal rules of procedure or evidence need be applied in hearings, but each entity holding a hearing may adopt procedures which that entity deems best suited to facilitate the purpose of the hearing considering all of the relevant circumstances. Any Owner directly interested in the subject matter of a hearing must be given prior written notice and an opportunity to appear at the hearing and be heard, which opportunity includes the right, subject to reasonable restrictions, to have other persons appear and be heard on the Owner's behalf. Any Owner or Resident not directly interested in the subject matter of a hearing may, at the discretion of the entity holding the hearing, be given

an opportunity to appear and be heard. Each entity holding a hearing or otherwise taking any action shall establish a method for voting on matters before the entity.

4. "Directly Interested" Defined: Any Owner is directly interested in the subject matter of a hearing to determine whether a violation of these rules has occurred held by the Enforcement Committee if the Owner could be subject to the penalties provided in Article XI of these Rules. An Owner is directly interested in the subject matter of a hearing regarding the approval of Improvement Plans held by the Design Review Committee if the Owner submitted the Improvement Plans to the Design Review Committee for approval.
5. Notice: All notices given under these Rules shall be mailed to all directly interested parties no less than 7 days nor more than 30 days before the date of said hearing. All notices will be posted in a public place.
6. Special Provisions for Enforcement Hearings: Any Owner or any entity authorized to do so may file a written complaint with the Committee. The complaint will identify the Owner alleged to have violated these Rules, identify the complainant, and describe in reasonable detail the Rule or Rules violated and the factual basis supporting the allegations. The complaint will be signed by the Owner, Owners, official or entity filling the complaint. The Committee will review each complaint received, and if the Committee finds that the facts described in the complaint could constitute a violation of these Rules, it will, within a reasonable time, send a copy to the Owner who is alleged to have violated the Rules, call a hearing to determine whether a violation has occurred and send the notices required by this document.

The Committee will establish rules of procedure for any hearing held under this section. Either the complainant or the Owner or Owners alleged to have violated these rules may request that the vote be by secret ballot. If the Committee finds that a violation of the Rules has occurred, it will take appropriate action or actions as provided herein and file a report describing in reasonable detail the violation, the Committee's determination, the action or actions taken, and the basis of the action or actions. A copy of the report will be given to the Owner or Owners found to have violated these Rules; a copy will be delivered to the Board to be retained in the Board's records, as well as the Enforcement Committee's records.

7. Presumptive Fines: All fines levied by the Association are levied under the authority of the *Amended and Restated Castle Pines Declaration and Agreement Creating Covenants, Conditions, Restrictions and Easements recorded in the Douglas county records on 5 MAY 1989* ("Declaration"), these Rules and Regulations and Colorado Revised Statutes 38-33.3-3002(1)(k) and may only be levied in a reasonable amount, after the alleged violator has been provided notice and an opportunity to appear and be heard pursuant to these Rules and Regulations. The Association has established *presumptive* fines for many common violations of its Rules and Regulations and/or the covenants, conditions, and restrictions contained in the Declaration. These presumptive fines are the amounts that are commonly levied by the Association for such violations. (see chart below)

Election to Pay Presumptive Fines and Waive Hearing. Upon the issuance by the Association of a Notice of Violation (NOV) citing a violation of these Rules and Regulations or of the Declaration and a presumptive fine, the presumptive fine for such violation shall be as set forth in the tabulation of presumptive fines contained below in this section. Except for a citation of speeding 30mph or more, an Owner who receives an NOV citing him or her for a violation and stating a presumptive fine may elect to pay the presumptive fines without protest. If the fine is paid when due, such payment will constitute final disposition of the violation cited in the NOV and the waiver by the alleged violator of any claim for an opportunity to appear and be heard on the matter of the violation. A person cited for speeding 30mph or more shall be summoned to appear before the Enforcement Committee for hearing on the citation and assessment of penalty.

Election to Be Heard; Hearing. Under Colorado law, every Owner has the right to receive notice and an opportunity to be heard by the Association before the Association levies a fine against the Owner. At such hearings, an Owner (or other alleged violator) may be represented by legal counsel (at his or her own expense), may present witnesses and evidence, and may cross-examine any Association witnesses. The Association's Board of Directors has delegated to its general manager the responsibility and authority to notify an Owner of a proposed fine. It has delegated to its Enforcement Committee the responsibility and authority to hear the Owner's statement, consider the facts and circumstances of the alleged violation, and, where the committee deems it appropriate, to levy a fine and/or impose other sanctions. The fine so levied may be the presumptive fine or another amount-higher or lower-if the committee, upon a written finding of specific extraordinary circumstances, determines that the presumptive fine is not appropriate. An NOV constitutes notice of an opportunity to appear and be heard. If an Owner (or other alleged violator) who receives an NOV wishes to be heard, he or she may appear before the Enforcement Committee at the time and place cited on the NOV. Absent a citation in the NOV of a place of hearing, hearings will be held at the Association's administrative offices.

Failure to Appear. The failure of an Owner (or other alleged violator) to appear at the Enforcement Committee hearing at which his or her case has been scheduled to be heard shall not result in a default judgment. However, the Enforcement Committee shall hold the hearing in the absence of the accused violator; shall determine if the alleged violation occurred based upon all evidence presented; and shall issue a Notice of Findings just as if the alleged violator had appeared.

Postponement. An alleged violator may request-in writing before the date of his or her scheduled hearing-a reasonable postponement of the hearing of his or her case to the next following scheduled Enforcement Committee hearing date and one such postponement shall be automatically granted by the General Manager of the Association.

Appeals: Any Owner directly interested in a matter may petition for an appeal of any ruling by submitting within 3 days after the ruling, a written request to the Board, requesting an appeal and setting forth the specific grounds for the appeal. Upon receipt of the copy of the petition, the entity whose ruling is being appealed will stay further action pending acceptance or rejection of the petition by the Board unless the entity finds that irreparable damage would

occur because of the stay, in which event the entity may take limited action necessary to prevent the irreparable damage. If a majority of the Board has agreed in writing to accept the appeal within 7 days after the petition, the appeal will be accepted and the stay of further action will continue upon such terms and conditions as the Board may from time to time prescribe. If a majority of the Board has not agreed in writing to accept the appeal within 7 days after the petition, the appeal will be rejected and the stay of further action will be lifted. The Board will establish appropriate procedures for handling such appeals in accordance with the Bylaws of the Castle Pines Village Homes' Association, Inc. The decision of the Board will be final on all parties involved.

Presumptive Fines

**Amended and Restated Castle Pines Declarations and Agreement
Creating Covenants Conditions, Restrictions and Easement
(CCR&E)**

Section	Violation	Fine
11	Alteration of, construction on, or placing of storage on Common Area	100
12	Construction without DRC approval	100
13 (a)	Commercial enterprise, noxious or offensive trade	50
13 (b)	Trucks, etc. on properties	50
13 (c)	Excavation	100
13 (d)	Display of unapproved sign	50*
13 (f)	Keeping of unapproved animal	50
13 (f)	Horse on road or trail	50
13 (g)	Unapproved drainage	100*
13 (h)	Garbage and trash storage	50
13 (i)	Outside Storage	50
13 (i)	Construction Storage Violation	100*
13 (j)	Keeping mobile home, tent, swing set, large recreational equipment	100*
13 (l)	Clotheslines	50
13 (m)	Parking of Automobile on Street	50
13 (m)	Parking in wrong places	50
13 (m)	Automobile repair	50
13 (m)	Exterior antenna without DRC approval	100*
13 (n)	Interfering with television or radio reception	50
13 (o)	Exterior work without DRC approval	100*
13 (p)	Exterior fires	50
13 (p)	Creation of fire hazard	100*
13 (q)	Removal of trees without DRC approval (per caliper inch)	100*
13 (r)	Failure to perform necessary maintenance on a lot	50*
13 (s)	Failure to maintain landscaping in good condition	100*
13 (s)	Failure to cooperate with fire protection programs	100*
13 (s)	Failure to comply with DRC requirement for screening gardens	50*

13 (t)	Failure to maintain insurance in accord with standards	100*
13 (u)	Installation of exterior horn, etc.	50*
13 (v)	Installation of unapproved lighting	50*
13 (w)	Obstruction of walkways	50*
13 (x)	Camping or pick-nicking	50

Presumptive Fines

**RULES AND REGULATIONS
(RR)**

These Rules are in conjunction with and do not supersede the Amended and Restated Castle Pines Village Declaration and Agreement Creating Covenants, Conditions, Restrictions and Easements, (CCRE) as amended;

III(2)	Noxious or offensive activity	100*
III(3)	Increase of insurance risks	100*
III(4)	Littering or dumping	50*
III(5)	Interference with wildlife	100
III(6)	Signs	50*, see CCRE, 13 (d)
III(7)	Outside storage	50*, see CCRE, 13 (i)
III(9)	Temporary structures	100*
III(10)	Unapproved pet	50, see CCRE, 13 (f)
III(10)	Number of animals creating nuisance	50*
III(11)	Animal uncontrolled	50*
III(11)	Animal creating nuisance	50*
III(11)	Animal running loose	50*

Presumptive Fines

RULES AND REGULATIONS (RR), Continued

III(12)	Antennae	100*,see CCRE, 13(n)
III(13)	Automobile repair	50, see CCRE, 13(m)
III(14)	Camping and picnicking	50, see CCRE, 13(x)
III(15)	Open garage door	50
III(16)	Garage sale	100
III(17)	Interference with electrical device	100*
III(18)	Outside clothes drying	50, see CCRE, 13 (I)
III(22)	Mistletoe	
III(23)	Tree damage	100*
IV(2)	Speeding	see fine tier under rule section IV (2)
IV(2)	Unsafe operation of vehicle	100
IV(2)	Operation of vehicle off-road	100

IV(3)	No operator's license	50
IV(4)	Failure to license vehicle	100
IV(4)	Failure to have insurance	100*
IV(5)	Failure to display vehicle identification sticker	50
IV(7)	Excessive noise	50
IV(8)	Off-road use of vehicles	100*
IV(9)	Off-road use of snowmobile, etc.	100*
IV(11)	Operation of bicycle off established roadways	50
IV(12)	Parking on road	50, see CCRE, 13(m)
IV(13)	Vehicle parking	50, see CCRE, 13(b)
IV (13)	Vehicle parking that causes damage to CPHA or CPMD property, or other private property	200, see CCRE, 13 (b)
V(1)	Failure to obtain insurance	100, see CCRE, 13(t)
V(2)	Failure to clean and service fireplace	50
V(2)	Use of unapproved fuel	100*
V(3)	Failure to file current alarm monitoring contract	50*
V(4)	Creation of fire hazard	100*
V(5)	Storage of propane or other fuels	100*
V(7)	Outside burning	100*, see CCRE, 13(p)
V(8)	Fire hazard in 20 feet of trees. etc.	100*, see CCRE, 13(p)
V(9)	Hunting	100
V(10)	Firearms	100
V(11)	Discharge of firearms	100
VI(1)	Altering common area	100*, see CCRE, 13(a)
VI(2)	Obstruction of walkways	50*, see CCRE, 13(w)
VI(3)	Horses, etc. on trails	100, see CCRE, 13(f)
VI(4)	Storage on common area	50, see CCRE, 13(i)
VI(5)	Swimming in community ponds	50
VI(6)	Skating, etc. on ponds	50
VI(7)	Unapproved recreational activities	50
VII(1)	Failure to maintain improvements	50*, see CCRE, 13(r)
VII(2)	Failure to maintain landscaping	100*, see CCRE, 13(s)
VII(4)	Failure to remove trash	50*
VIII(2)	Failure to timely submit landscape plans	500
	Failure to Install Landscaping	1000*

RULES FOR CONTRACTORS AND SERVICE PERSONNEL

1	Working during non-designated hours	100
2	Speeding	100
3	Dumping	100*
4	Failure to restore lots	100*
5	Failure to clean streets	100*
6	Washing of trucks on streets	100*

7	Failure to report cutting of utility line	100
8	Loud radio or noises	50
9	Leaving vehicle overnight	50
10	Non-workers on construction site	100*
11	Pets on site	100
12	Misuse of pass	100*
13	Open fires	100
14	Any other violations	100

**The Enforcement Committee may consider imposing additional sanctions such as seeking an injunction or money damages through the courts or denial of permission for contractor to be on the property.*

XI. ENFORCEMENT OF RULES

1. **In General:** If the Enforcement Committee or the Board, after appeal, determines that an Owner or affiliate of Owner has violated these Rules, the Committee of the Board may take any one or more the Following actions:
 - a. Order the Owner to cease and/or correct the violation, at the discretion of the Committee or Board, including instructing the Owner as to such actions as are necessary to cease or cure the violation and the time limit for the correction.
 - b. Cause the violation to be corrected in accordance with applicable law and assess the costs of such upon the Owner, which assessment will be immediately due and payable.
 - c. Repair any damage to the environment or to any real or personal property or any improvements, including any property or improvements of the Owner, which the Enforcement Committee or the Board finds to have been caused by the violation, and/or take such actions as the Enforcement Committee or Board deems necessary or appropriate to prevent any foreseeable future damage to the environment or to such property which the Enforcement Committee or the Board finds would occur and would be caused by the violation if not prevented, and assess the costs of such upon the Owner, which assessment will be immediately due and payable.
 - d. Obtain injunctive relief against the continuation of any violation. The costs for obtaining such relief is assessable to the violator.
 - e. Suspend the right of the Owner and/or affiliate of the Owner to use Association property, including Common Areas, on such conditions and for such time as the Enforcement Committee or Board specified; or
 - f. Take no action.

2. **Lien:** Any fine assessed for violations of the Rules and Regulations or any assessment imposed upon the Owner for costs incurred by the Association to cure a violation or repair or prevent damage caused by a violation, including attorney's fees and court costs, which is not immediately paid by the Owner will be treated as a special assessment against the Owner which was in default for more than 90 days on the date of the hearing, and the Enforcement Committee or the Board may enforce the obligations created under this Article in the same

manner as any other special assessment in default, including the filing of a claim of lien against the Owner's property as provided in Article 8(b) of the Declarations.

XII. RULES REGARDING ANIMAL CONTROL

1. The capitalized terms used herein shall have the same meaning as the same terms in the Declaration, or in Chapter 6.02, Animal Control, of the Castle Rock Municipal Code, as the case may be.
2. Subject to the limitations set forth in the Declaration and federal, state or local law, and the limitations set forth below, Animals other than Vicious, Wild and Dangerous Animals, of reasonable size, may be kept and maintained in a Dwelling unit, provided such Animals are not kept or maintained for commercial purposes. Vicious, Wild and Dangerous Animals may not be owned, possessed, kept, maintained, harbored or transported within the community. Vicious, Wild and Dangerous Animals include but are not limited to:
 - a. All poisonous snakes and other poisonous reptiles; and all nonpoisonous snakes longer than six (6) feet;
 - b. All species of primates; and
 - c. All species of canine, feline, and other carnivorous animals other than dogs and cats.
3. No owner or occupant of any Dwelling Unit may keep more than three (3) Dogs or three (3) Cats or a total of four (4) Animals on or within the Dwelling Unit, with the exception that a litter of Cats or Dogs or a portion of any such litter may be kept, for non-commercial purposes, for a period of time not exceeding three (3) months from birth.
4. Except when on its owner's lot or in an area designated by the Board of Directors as an "animal run", an Animal must be on a leash not more than eight (8) feet in length controlled by a person physically competent to control the Animal.
5. No Animal may be leashed to any stationary object on the common Areas.
6. No Animal is permitted in or on any community facilities, with the exception of leashed dogs on Village trails.
7. Animal owners are responsible for any property damage, injury, and disturbances caused by their Animals.
8. Except on their own property, no Animal owner may permit the Animal to relieve itself on other than areas that may be designated by the Board of Directors from time to time. The Board of Directors shall have no obligation to designate any such areas at any time. In the Alternative, all such owners shall immediately remove and dispose of excrement left by the owner's Animal in the owner's trash receptacle. All Animal excrement shall be removed from an owner's own property on a regular basis so as to maintain a healthy environment, and to eliminate nuisance from odor or otherwise.

9. Every female Dog while in heat shall be kept or confined in a building or secure enclosure or on a leash in such a manner that she will not be in contact with another Dog (except for intentional noncommercial breeding purposes) or create a nuisance by attracting other Animals.
10. No Dog shall be permitted to bark, howl, or make other loud noises for such an unreasonable time as disturbs neighbors' rest or peaceful enjoyment of their Dwelling Unit or the Common Areas.
11. The Board of Directors may require that any person within the community who owns, possesses, keeps, maintains, or harbors certain breeds of Dogs erect a fenced dog run on such person's Dwelling Unit, in compliance with paragraph 13(f) of the Declaration, and subject to approval of the Design Review Committee and restrict the dogs to such runs when out of doors, except when under the control of the owner as provided in paragraph 4. Having considered published information from the Center for Disease Control and Prevention, as well as other public information, as of the date of adoption of these rules, the Board of Directors has designated the following breeds of Dogs as requiring the erection of such a fenced dog run: Pit Bull, Rottweiler, Doberman Pinscher, and any Wolf hybrid. The Board of Directors reserves the right to modify, from time to time, this list of breeds and identify, from time to time, individual dogs of any breed that shall also be subject to this rule. Erection of dog runs shall be commenced and completed within the time specified by the Design Review Committee.
12. Property owners who lease their property must obtain from the lessee a written agreement and acknowledgment to abide by these rules and submit a copy of such agreement to the Board of Directors within thirty days following the execution of such lease.
13. Nothing in these rules shall prohibit or limit the use of qualified service Animals as permitted or required under federal, state, or local law, including but not limited to the Americans With Disabilities Act, or the Fair Housing Amendments Act. Use of service Animals contrary to these rules will be permitted subject to the following requirements:
 - a. Owner's requesting the use of a service Animal in a manner that is contrary to these rules should submit a written request to the Board of Directors requesting reasonable accommodation in the use and enjoyment of their Dwelling Unit.
 - b. The Association may request verification that the Owner has a disability and that the Animal has been trained to assist persons with that specific disability. The Association will recognize the Animal as a service or assistance Animal upon verification.
 - c. If the Animal does not have specific disability-related training but provides therapeutic or other benefits, the Association may recognize the Animals as a "companion" Animal. The Association may request verification that the owner is in need of therapeutic or other benefit and that the Animal provides such benefit. Requests to exempt companion Animals from these rules are considered on a case by case basis according to what is consistent with applicable laws and ordinances, and reasonable and fair to all parties concerned.

- d. If an owner's request to exempt an Animal from these rules is approved, the owner will be responsible for the Animal's care and any damages the Animal causes to the Common Areas. The Animal must be kept in a manner consistent with all laws and ordinances. If the animal poses a threat to any other resident's health, safety, or enjoyment of his or her Dwelling Unit, the exemption may be subject to review and revocation.