

**AMENDED AND RESTATED
RULES AND REGULATIONS
OF
COBBLESTONE TOWNHOME OWNERS' ASSOCIATION, INC.**

These Rules, Regulations, Policies and Procedures of the Cobblestone Townhomes (“**Rules**”) have been adopted and implemented to protect the investment of the members and to enhance the values of the properties within the Cobblestone Townhomes community (the “**Community**”) subject to regulation by Cobblestone Townhomes Owners’ Association, Inc., a Colorado nonprofit corporation (“**Association**”). These Rules are promulgated by the Board of Directors of the Association (the “**Board**”) in accordance with the authority of the Association as provided for in the Amended And Restated Declaration Of Covenant, Conditions, And Restrictions For Cobblestone Townhomes recorded on December 10, 2014 as may be amended from time to time (the “**Declaration**”) and the Amended and Restated Bylaws of the Cobblestone Townhome Owners Association dated October 30, 2014 (the “**Bylaws**”). These AMENDED AND RESTATED RULES AND REGULATIONS OF COBBLESTONE TOWNHOME OWNERS’ ASSOCIATION, INC. amend, replace, and supersede the RULES, REGULATIONS, POLICIES AND PROCEDURES OF COBBLESTONE TOWNHOME OWNERS’ ASSOCIATION, INC. dated September 24, 2020. Terms defined in the Declaration shall have the same meaning herein, unless defined otherwise in these Rules.

1. **SERVICE AND MAINTENANCE POLICY STANDARDS.**

1.1. **In General.** The diverse responsibilities of the Association to the Owners with regard to the maintenance of individual Units and Common Elements are stated in the Declaration and as may be stated in further detail in these Rules. It is the policy of the Association to maintain those portions of the Community in a condition comparable to that which existed when the Declaration was recorded. The Owner of a Unit shall undertake maintenance of his/her/its Unit and any Limited Common Elements assigned to them for maintenance and repair in the Declarations using the same standard. Cycle periods will be established by the Association for items that the Association is required to maintain, which shall be undertaken at regular intervals.

1.2. **Maintenance Service - Specific Policy.**

1.2.1. **General.** The Association in its reasonable discretion shall determine what maintenance shall be undertaken with respect to the interior and exterior portions of the Community.

1.2.2. **Snow.** The Association will endeavor to clear snowfalls prior to 9 a.m. on the next day following the snow or sooner if required by applicable law. Snow plowing shall occur for any snowfall of four inches or more. Shoveling of snow shall timely occur on all north facing driveways and patios upon any accumulation of snow. In major storms, interim clearing will be provided.

1.3. **Fire Protection.** Each Owner and Guest will have and maintain at least one fire extinguisher in each Unit. This extinguisher should be of the dry chemical or similar type that would be suitable for use in combating electrical as well as other kinds of fires. Smoke detectors must be installed in each Unit and maintained by each Owner.

2. **PETS.** Owners are responsible for controlling and cleaning up after their pets. Pets must be kept on leashes in the General Common Elements, and feces must be removed from the General Common Elements and properly disposed of. Any damage or bodily harm caused by any such pets will be the responsibility of the Owner and the Association shall be indemnified and held harmless by such owner, pursuant to Section 11.15 of the Declaration.

3. **MOTOR VEHICLES/PARKING.**

3.1 **Safe Operation of Vehicles.** Vehicles within the Community shall be operated in a safe manner at all times, including by following all speed limit, one-way traffic signs, and other traffic signage pertinent to Cobblestone Lane.

3.2 **Vehicle Parking, Storage, Operation, and Repair.**

3.2.1 Each Unit contains a garage that allows for the parking of one or more vehicles. No Owner vehicles shall be parked on any portion of the Community except within the individual garages or Limited Common Element driveways of the Units.

3.2.2 Motor vehicles of any kind shall only be parked in designated parking areas. Vehicles stored while an Owner or Guest is not staying at their Unit shall be kept within such Unit's garage.

3.2.3 No boats, trailers, buses, motor homes, mobile homes, off-road motorcycles, snowmobiles, recreational vehicles, all-terrain vehicles, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and pick-up trucks) shall be parked or stored in the Community, except within the garage area of each individual Unit.

3.2.4 No motorized vehicle of any kind shall be maintained, repaired, repainted, serviced, or rebuilt outside of the garage area of each individual Unit. Each Owner shall be responsible for any damage caused by any vehicle, including oil or other chemical leaks, parked within any Limited Common Element driveway, General Common Element, guest parking space, or any parking otherwise occurring within a Common Element. In the event that such damage is caused by a Guest, the individual Unit owner shall be liable for such damage.

3.2.5 An "abandoned or inoperable vehicle" shall mean any motorized vehicle which does not display a current motor vehicle license, or which is not capable of being driven under its own propulsion or which does not have an operable propulsion system within the vehicle.

3.2.6 In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained and located) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained or located), thereafter, the Board shall have the right to remove the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the owner of the vehicle if the vehicle is located on a Common Element, all without liability on the part of the Board.

3.2.7 All General Common Element visitor parking spaces shall be for day use only. Such visitor spaces shall not be parked in between 12:00 a.m. and 6:00 a.m. local time. No parking shall be allowed on Cobblestone Lane or other Common Element not specifically designated for parking.

3.2.8 The Emergency Access Easement granted pursuant to Section 12.8 of the Declaration shall include the Association's authority, without notice to any impacted Owner or Guest, to coordinate the relocation and/or removal of any vehicle parked within the Community (whether properly or improperly) for purposes of addressing an emergency within the Community.

3.3 **Motor Vehicle Fines.** In the event of any violation of the Declaration or these Rules concerning the presence, use, operation, parking, and/or maintenance of motor vehicles in the Community, then in addition to all rights and remedies provided by the Declaration, a reasonable fine assessment may be imposed, after notice and hearing, as set forth in Article IV of the Responsible Governance Policies. Notwithstanding the foregoing, written notice of intent to tow an improperly parked vehicle shall be given to the Owner/vehicle owner or posted on subject vehicle. If the vehicle in violation is not removed within 24 hours after notice of intent to tow (except in emergencies), the Association shall be entitled to tow the subject vehicle at the expense of the Owner or Guest.

4. **STORAGE OF PERSONAL PROPERTY.** All personal property of Owners and Guests shall be kept and stored within the Units and out of plain view from the Common Elements. Personal property includes but is not limited to sporting equipment (skis, kayaks, tubes/floats, bikes, etc.), tools, clothing, and gardening equipment. Personal property customarily kept outside, such as barbeque grills and patio furniture (excluding driveways and front porches), may be kept outside as long as such items are kept within the Limited Common Elements appurtenant to each Unit.

5. **INCREASED RISKS, DAMAGE.** Nothing shall be done or kept in or upon a Unit or upon the Common Elements or any part thereof, which would result in the cancellation of or an increase in the premiums for the insurance as maintained by the Association, without the prior written approval of the Association. Nothing shall be done or kept in or upon any Unit or in or on the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit, or other imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof, shall be committed by any Owner, or any member of the Owner's family, or by any Guest or contract purchaser of any Owner. In the event of any violation of this Section of these Rules concerning increased risks and damage, in addition to the rights and remedies available under the Declaration, a reasonable fine may be assessed, after notice and hearing.

6. **GARBAGE AND TRASH DISPOSAL.** All garbage and trash, including garbage cans, shall be kept within the Units. In an effort to reduce exposure to wildlife, garbage cans and trash shall not be brought to the curb for pick up until the morning of trash pickup day.

7. **APPORTIONMENT OF LIMITED COMMON EXPENSES.** Consistent with the Declaration, the Association, through the Board, shall assess the cost and expense incurred by the Association in maintaining, repairing, and replacing Limited Common Elements against the Owners of the Units benefited by the particular Limited Common Element, each in equal allocations. For

example, if a particular Limited Common Element serves two Units, the costs shall be allocated 50% to each Unit.

8. **ELECTRICAL DEVICES OR FIXTURES.** No electrical device that creates electrical overloading of standard circuits may be used without written permission from the Board of Directors. Misuse or abuse of appliances, circuits, or fixtures within a Unit, which affects other Units or the Common Elements is prohibited. Any damage resulting from this misuse shall be the responsibility of the Owner from whose Unit it was caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

9. **PROPER USE.** Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common Elements.

10. **REQUIREMENTS FOR SHORT-TERM RENTAL UNITS.** Article 7 of the Town of Pagosa Springs (“the Town”) Code of Ordinances (“the Code”) governs vacation rentals within the Town, requiring that unit owners obtain and maintain a vacation rental license. The purpose and intent of the ordinances is that residential properties in Pagosa Springs used for short-term rental purposes meet minimum standards for safety and habitability and are operated in a manner consistent with surrounding residential uses. Short-term rentals are subject to the requirements of the Code, the Declaration and these Rules. If there is an irreconcilable conflict, the order of precedence shall be the Code, the Declaration, and these Rules.

10.1. A “short-term rental” (“STR”) means a lodging use of a Unit or portion thereof for a fee for less than thirty (30) consecutive days per rental. The Owner of a Unit desiring to utilize it for STRs shall give the association in written notification and obtain and maintain a valid Vacation Rental License from the Town and comply with all Town STR ordinances and regulations.

10.2. Maximum occupancy of an STR at any time is limited to two (2) people per bedroom, plus two (2) people. For example, a three-bedroom Unit can legally only be rented for the use of a maximum of eight guests.

10.3. An STR shall only be used for lodging purposes by the persons staying overnight in the Unit. Without limiting the generality of the foregoing, a vacation rental shall not be used to entertain or host guests who are not staying overnight in the Unit.

10.4. Use of an STR is subject to all of the quiet hours, Common Element usage, parking, and trash storage and disposal provisions of the Code, the Declaration, and these Rules.

10.5. The Owner shall appoint and maintain the appointment of an authorized agent located within sixty (60) miles of the Unit to act in the Owner’s absence as the Owner’s representative on all matters related to the operation of the vacation rental and provide the agent with a copy of the Declaration and these Rules as they may be amended from time to time. The Owner shall furnish a current copy of such appointment with the agent’s written acceptance, name, address, and telephone number at which the agent can be contacted twenty-four hours per day, seven days per week.

10.6. The Owner must post a notice of the rules relating to STRs in a conspicuous location inside the vacation rental within fifteen (15) feet from the main entrance and in online

advertising and provide such notice to the person renting the Unit upon confirmation of the booking. The Association will make efforts to provide Owners with a sample rules summary for such use.

10.7. No Unit may be advertised or used as an STR until a vacation rental license has been issued and a copy has been supplied to the Association.

10.8. The Owner shall obtain, maintain, and provide evidence to the Association of an STR insurance rider acceptable to the Association.

10.9. To defray the cost to the Association of obtaining from the Owner and maintaining the records required by these Rules, the Owner shall pay the Association \$100 per calendar year, payable in advance on January 1 of each year.

10.10. Ensuring that STR renters abide by these rules is the obligation of the Owner of the Unit. Though the Association may, but is not obligated to, notify law enforcement or the Town of infractions, Owners must be cognizant that the Association has no practicable means of enforcing these rules except the authority to fine the Owner of the Unit for infractions by the Owner or vacation renters or their guests. The Association recommends that the Owner expect to be fined for infractions and structure its rental terms and conditions accordingly.

11. **NO NOXIOUS OR OFFENSIVE ACTIVITIES.** No noxious or offensive activity shall occur or be allowed at any time within the Common Elements or the Units, nor shall anything be done or placed therein which is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to Owners, Guests, or the Association; or which interferes with the peaceful enjoyment or possession and proper use of the Units and Common Elements by Owners or Guests. The Board, in its sole discretion, shall have the right and authority to determine the existence of any nuisance or unreasonable embarrassment, disturbance, or annoyance under this Section.

12. **QUIET HOURS.** In addition to the restrictions on annoying sounds set forth in Section 11.16 of the Declaration, all Common Elements, including Limited Common Elements, shall be subject to quiet hours each day from 9:00 p.m. to 7:00 a.m. local time. Such quiet hours shall apply to sounds emitted from the Common Elements or within Units but heard in other Units or the Common Elements.

13. **OCCUPANCY LIMITATIONS.** No Unit's occupancy shall exceed occupancy limitations promulgated by the City of Pagosa Springs.

14. **NO HAZARDOUS ACTIVITIES.** The restriction on hazardous activities included in Section 11.7(b) of the Declaration shall include the following:

14.1. **Hazardous Chemicals.** There shall be no spilling or releasing of chemicals into the Common Elements and areas outside of the Community, including chemicals of any kind, motor vehicle chemicals, or wastewater of any kind.

14.2. **Fires.** Owners may keep and maintain only (i) propane/natural gas fire pits and grills and (ii) charcoal grills (no larger than 3 feet in diameter) within the Limited Common Elements of each respective Unit. No wood fires shall be allowed anywhere within the Community. No Owner

or Guest shall allow a fire to go out of control or unsupervised. All fires shall be fully extinguished immediately after use. All fires within the Community shall additionally comply with City of Pagosa Springs open fire regulations and drought restrictions.

15. **PROHIBITION ON HOT TUBS.** There shall be no hot tubs, spas, or saunas allowed within the Common Elements of the Community, including without limitation the Limited Common Elements.

16. **ADDITION OF IMPROVEMENTS AND ACCESSORIES.** An Improvement, addition, accessory, or structure requiring approval pursuant to Section 10.1 of the Declaration includes, but is not limited to, any alteration or addition to a Unit and/or Common Element that (i) would be visible from the General Common Elements, (ii) requires a building permit from the City of Pagosa Springs (whether or not actually obtained) or (iii) an alteration or addition to the electrical, plumbing, or HVAC system of a Unit.

17. **COMPLIANCE WITH LAW.** No immoral, improper, offensive, or unlawful use may be made of the Property. Owners shall comply with and conform to all applicable laws and regulations of the United States, State of Colorado, and City of Pagosa Springs. The violating Owner shall hold the Association and other Owners harmless from all fines, penalties, costs, and prosecutions for any violation or noncompliance.

18. **MISCELLANEOUS CHARGES.** In addition to other charges imposed or allowed under the Declaration, Articles of Incorporation, Bylaws, or these Rules, the following charges shall be due and payable immediately, upon notice thereof, in the same manner as provided for payment of assessments under the Declaration.

18.1. A returned check charge in the amount of \$_20_____ per check. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

18.2. A fee of \$50 for each month or portion thereof after thirty days after written request by the Association to the Owner for any information or document that an Owner is required to supply to the Association by the Declaration, Articles of Incorporation, Bylaws, or these Rules.

19. **FURTHER ENFORCEMENT OF THE RULES.** In addition to the imposition of the fines, the Association may enforce these Rules in the manner that the Association may enforce violations of Declaration in the manner provided for in the Declaration.

20. **MISCELLANEOUS.**

20.1. In the event of a specific conflict between the Declaration and the Rules, the Declaration shall prevail.

20.2. Notwithstanding anything to the contrary contained in these Rules, the Board hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal, and/or re-enact these Rules in accordance with the Declaration, Bylaws, and applicable law.

20.3. Failure by the Association, the Board, or any person to enforce any provision of these Rules shall in no event be deemed to be a waiver of the right to do so thereafter.

20.4. The provisions of these Rules shall be deemed to be independent and several, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

20.5. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

APPROVAL AND EXECUTION

The foregoing Rules are hereby adopted by a majority of the directors of the Board effective as of May 19, 2021.

ASSOCIATION:

Cobblestone Townhomes Owners' Association, Inc.,
a Colorado nonprofit corporation

By: _____
Kristin McCollam, President