

SONNET SPRINGS OWNERS ASSOCIATION, INC.
RULES AND REGULATIONS
For
SONNET SPRINGS AT UNIVERSITY PARK, FILING NO. 2

July 2008

The governing documents of the Association are (1) the Declaration of Sonnet Springs a Planned Community Association recorded at Reception No. 200119643 of the records of El Paso County (the "Declaration"); (2) the Articles of Incorporation and the Bylaws of Sonnet Springs Owners Association, Inc., and (3) the Declaration of Covenants, Conditions, Restrictions, and Easements for University Park governing documents, recorded January 15, 1998, in real property records of El Paso County, Colorado, at Reception No. 098005438. These governing documents will be regarded as controlling in the event of any conflict between the provisions contained herein and the provisions of the governing documents.

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

An owner of a Lot shall advise his or her guests, occupants, and tenants of these Rules and any future rules, and the owner shall be responsible for compliance by such people, including without limitation, the payment of fines and the removal of any persons, or animals from the premises if any violations occur. Any person entering Sonnet Springs at University Park, Filing No. 2 shall be deemed to be aware of the governing documents, these rules and future rules, and to agree to comply fully and promptly with those requirements.

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

"INTRODUCTION"

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

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

General Provisions

1.1 The use of the Common Areas is available to all members in good standing, their family members, and guests. They are all subject to the terms and conditions of the Declaration of Sonnet Springs A Planned Community (hereafter referred to as "the Declaration")
(Article III, Section 3.1)

1.2 Prohibited conduct includes any illegal or hazardous activity or any activity which interferes with the peaceful enjoyment of the owners; such activities may not be conducted upon or within any part of the Common Areas.
(Article IV, Section 4.6)

1.3 No structures, temporary or permanent may be placed on any common elements.

Community Association Management

2.1 The services of a management company have been contracted to handle the day-to-day enforcement of Rules and Regulations, Declarations, and Bylaws. The managing agent is authorized to take those actions necessary to ensure the compliance of all residents with the standards of the complex.
(Article III, Section 3.3)

Leasing: of Townhome Units

3.1 Owners are responsible for providing their tenants with a copy of these rules upon signing of a lease. 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. Units may not be leased for periods less than 30 days.
(Article VI, Section 6.3)

Roads, Driveways and Parking Areas

4.1 Roads within the community are designated as private streets; traffic shall NOT exceed a speed limit of 10 mph. in order to present a safe environment.
(Article VI, Section 6.10)

4.2 All vehicles shall meet local noise and safety requirements. Vehicles without mufflers in good condition are prohibited.
(Article VI, Section 6.9)

4.3 No boats, trailers, house trailers, camping trailers, boat trailers, trucks larger than 1 ton, recreational vehicle, commercial vehicle or inoperative vehicle shall be parked or stored in the subdivision except for limited periods of time not to exceed 24 hours for the purpose of loading and unloading. Such recreational vehicles shall not create an access problem to other residents nor shall such vehicles be parked unattended within the community (i.e. within fire lanes). Such vehicles are subject to the immediate removal (towing) at the vehicle owner's expense. Exception for emergency vehicles that meets the definition found in C.R.S. § 38-33.3-106.5(d).
(Article VI, Section 6.6))

4.4 No mechanical work will be performed on any kind of vehicles in the subdivision. Unless the work is completely done within the garage area and does not prohibit the parking of the homeowners vehicle.
(Article VI, Section 6.6)

4.5 Vehicles, which are parked on subdivision property in violation of these Covenants, without current license plates, or have not been moved for a period of 14 days or longer shall be determined abandoned and may be towed and/or ticketed.
(Article VI, Section 6.6 (h))

4.6 Residents are ask to park within their garage and in driveways when possible. Garage space is restricted to use as access or as parking space for vehicles. The conversion of the garage into living areas, storage areas, work shop or any other modification which hinder the number of vehicles that the garage is designed to hold is prohibited.
(Article VI, Section 6.6)

4.7 Guest parking areas are not to be used by Owners or anyone residing with them.
(Article VI, Section 6.6)

Animals

5.1 Animals (as defined by the covenants) shall be restrained on a leash at all times when allowed outside of the residence, accompanied by the pet owner at all times. Animals are not permitted to run unattended in the Common Area nor may they be tied up in the common area.

(Article VI, Section 6.5)

5.2 Animal owners must immediately clean up after their animal at all times. Animal owners are responsible for any damage that is caused to the common area by their animal(s), the repairs for which shall be made by the Association and assessed to the Unit Owner.

(Article VI, Section 6.5)

5.3 The following animals are prohibited in the Subdivision: wild non-domesticated animals (such as reptiles and wolves), trained guard dogs, attack dogs, animals that have bitten or attacked, or a animal that has vicious tendencies that must be restrained when people are present.

(Article VI, Section 6.10)

5.4 No Animal shall be permitted to run loose around the buildings or grounds. No animal shall be chained, caged or tethered outside any building or left unattended. Animals may go outside of the residence on a leash in the hands of an owner or a responsible person. No animal shall be allowed to damage the grass, trees, shrubs, or other portions of the common elements. No animals shall be permitted to bark, howl, or otherwise create an obnoxious sound, odor, or disturbance.

(Article VI, Section 6.9)

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

(Article VI, Section 6.5)

Decks, Patios & Porches

6.1 In order to maintain consistency in the staining of decks, steps, and gates, the Association will stain these items on a cyclic basis, the timing of which will be determined by the Board. Damage to decks, patios, or porches caused by pets, grills, furniture, potted plants/flowers, potted trees/shrubs, or anything that causes deterioration or discoloration will be the responsibility of the unit owner. *(Article VI, Section 6.4)*

6.2 Decks, Patios, or Porches may not be used as storage areas nor in any way distract from the appearance of the building. *(Article VI, Section 6.12)*

6.3 No awnings or other projections shall be attached to the outside walls of the building unless specifically approved by the Board of Directors. 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 residence without the prior written consent of the Board of Directors. (*Article VI, Section 6.4*)

6.4 Porch areas shall not be used as an animal control area if such confinement causes the animal to create a nuisance either by noise or odor, which in the sole discretion of the Board is an unreasonable nuisance to the living enjoyment of others. (*Article VI, Section 6.9*)

Trash Collection and Removal

(*Article III, Section 3.3*)

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

7.2 All refuse must be placed in the trash tote that contains a lid that will protect the trash from being blown throughout the community prior to pick up. It is recommended that trash should be bagged before it is placed into the tote to prevent lose items (such as paper, packing materials, etc.) from escaping when the trash company loads the contents into the truck.

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

Grounds, Sidewalks and Common Areas

(*Article III, Section 3.3*)

8.1 Sidewalks and entrances must not be obstructed. Home owners shall be held responsible for any damage done by their residents or guests to the building exterior, grounds, and landscaping or common area.

8.2 No owner or occupant shall plant flowers, plants, gardens, or any other shrubbery unless prior written consent is given by the Board of Directors except those placed in pots in the following areas: by the front entry, on the patio, on the deck, or by the garage entry. Pots should not be placed into the common landscaped areas. All pots must have water-catching saucers under them to prevent damage and discoloration to the common area and or limited common area.

8.3 Yard ornamentation shall be limited to keep a consistent appearance to the community and help in maintaining our property values. The number of yard ornaments shall be limited to five individual pieces. The height of such items shall not exceed 4 feet, except for hanging flowers, small bird feeders, or wind-catchers on a metal pole or hook. Any exceptions to these rules, requires written application by the home owner and the approval of the Board of Directors.

Snow Removal

(Article III, Section 3.3)

9.1 Our contract states snow removal on the interior sidewalks and driveways will commence when accumulations exceed 2"; the streets will be cleared when snow exceeds 4". City of Colorado Springs code dictates that the public sidewalks be cleared within 24 hours of when the snow stops falling - no minimum accumulation. We have requested that the snow removal firm monitor the forecast and not start until snow has stopped falling. Homeowners are responsible for snow removal on their driveway and sidewalk when accumulations are less than 2". There will be instances that the board will make a judgment call should circumstances dictate such as drifting from blizzards or dangerous ice accumulations that require sand or ice melt.

9.2 Stockpiling of snow may be necessary when a high volume of snow is received. The subcontractor shall endeavor to keep as many parking spaces available as possible, recognizing that locations for stockpiling are limited due to landscaping and other amenities within the common areas.

9.3 Sand or ice-melt shall be applied as deemed appropriate. If home owners decide to purchase their own ice-melt, it must be pet-safe and non-damaging to concrete or turf. It also must be cleaned up after each storm. Any damage done by using ice melt that doesn't meet these specifications will be the responsibility of the home owner.

Signage & Flags

(Article VI, Section 6.13)

10.1 The Board of Directors shall approve all signage prior to installation for appropriateness, size, and placement. Typical signage that is acceptable shall include:

10.2 One sign no larger than 5 square feet placed inside a window offering a residence for sale or rent.

10.3 Two signs not larger than one hundred (100) square inches indicating a security system on the property.

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

10.5 A name plate of the occupant may be placed discretely at the entrance of a residence.

10.6 An American flag or a military service flag may be displayed in a manner consistent with the federal flag code, P.L. 94-344, 90 STAT. 810: 4 U.S.C. 4 to 10; please contact the manager for location requirements. Size is limited to 3 feet by 5 feet. However, lighting of a flag is not permitted. Therefore, flags shall be required to be removed daily in accordance with proper etiquette for the display of a national flag. No other flags or banners shall be permitted.

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

Miscellaneous

(Article VI, Section 6.9)

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

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

11.3 Residents and homeowners are responsible for preventing frozen pipes. Residents should leave temperature settings so that freeze-ups will not occur as well as taking other steps such as opening cabinets, draining water pipes, etc. during winter months. Hoses must be detached from outside or garage faucets during all periods of below freezing temperatures. Insurance companies may refuse claims in which the resident has not taken reasonable precautions to prevent freeze-ups and the Association shall not bear responsibility if any of the above conditions are not met.

11.4 The Association shall be responsible for common area lighting. The Association shall maintain common area lights except that the individual resident shall be responsible for replacing the light bulb on porches as needed.

11.5 The type of pest determines the extermination of pests by the Association. The following guidelines apply:

1. The Association will pay for the extermination of pests, which are a danger to the physical property, such as termites or pine beetles.
2. The Board of Directors reserves the right to determine the type of pests to be exterminated at the Association's expense.
3. The Association will not pay for the extermination of interior or exterior pests that do not present a danger to property or to the community, such as ants, roaches, fleas, spiders, etc.

4. The Association may pay for the extermination of some types of external pests at the discretion's of the Board of Directors. The Board reserves the right to determine the level of the Association's responsibility to pay for any extermination.

5. The Association is not responsible for extermination undertaken by a homeowner or resident without its approval.

11.6 "All antennae are prohibited, except any Lot may be allowed to install, at the user's sole expense, solely the occupant's personal use, any antennae permitted by the OTARD rules adopted by the FCC. Owners are encouraged (but not required) to submit an intent to install an antenna in advance of any outdoor installation, and must submit notification of installation of any permitted antenna to the association's manager not later than 10 business days after installation. The property manager will have information as to whether an acceptable quality of signal can be received wholly inside a Lot, as well as locations that are shielded from view to the maximum extent possible from neighboring properties or streets without unreasonably increasing the cost of an antenna without damage to areas under the control of or maintained by the association, and or areas that raise special safety concerns. Any damage from an antennae that is installed on the roof or building is the sole responsibility of the unit owner regardless if they were the owner at the time of installation.

11.7 Holiday decorations may be displayed 30 days prior to the holiday and shall be removed within 14 days following the holiday.

11.8 The Association does not take responsibility to test for, monitor, clean up, remove, contain, make repairs, treat, decontaminate, detoxify, neutralize, abate, or in any way respond to or assess any effects of any "fungi," mold or "spores," nor does it carry insurance which covers any of the above activities.

Insurance

12.1 Interior loss or damage. Since any loss or damage in the interior of a Unit should ordinarily be covered by the Owner's individual insurance policy as provided in Article VII of the Declaration, to the extent said loss is covered by the Association's insurance and a claim is made against the Association's insurance in connection with such loss, the Owner shall be responsible for paying the deductible or any portion of the loss or expense which is not covered by the Association's insurance. The Association recommends that all Owners obtain HO-6 coverage for their respective Units with at least \$10,000.00 for "Coverage A-Dwelling" and at least \$10,000.00 for "Loss Assessment". The home owner should consider this carefully and discuss these amounts with their insurance agent to be sure they have enough coverage for their individual situation. For further information, please review section 12.1 of the covenant document (i.e. Declaration of Sonnet Springs).

12.2 Exterior loss of damage. If any loss or damage to the exterior of any Unit is not fully covered or paid by the Association's insurance, the amount of that uncovered or unpaid portion shall be paid equally by all of the Owners, except that when and to the extent such loss or damage is caused by an "Owner Responsible Event" as defined below, the Board in its sole discretion may determine that the Owner and his/her Unit shall be solely responsible for any portion of the loss or expense that is not covered by the Association's insurance. An "Owner-Responsible Event" means: (a) a negligent act or omission of an Owner; (b) a negligent act or omission of that Owner's family, agent, contractor, guest, invitee or tenant; (c) a negligent act or omission of another individual, provided that such individual was on the premises with the consent of the Owner or with the consent of a person enumerated in "b" above; or (d) an Animal or other animal brought on the premises by the Owner or by one of the other persons enumerated in "b" or "c" above; or (e) any loss expense that would not be the responsibility of the Association, except for the election to insure for same.

By way of example, but not by limitation, Article IV of the Covenants provides that the Association does not have liability for windows, garage doors and pedestrian doors, so the Association may apply that exclusion to and loss or expense incurred for repair or replacement of a door or window.

12.3 Assessment and collection. Any Owner's failure to pay his/her share of any loss allocated to him/her under any of the preceding sections of this Rule shall result in the assessment of a fine equal to the amount unpaid, plus costs of collection. The Association may exercise all applicable rights and remedies to collect fines, including the right to add such fine to the assessment to which the Unit of such Owner is subject, and such fine and assessment shall become a lien against such Owner's Unit as provided in Article V of the Declaration.

12.4. Owners' coverage. Owners are responsible for reviewing the Association's insurance coverages and obtaining such insurance as the Owners are required or may desire to have for their own protection. Nothing in this Rule shall impose any liability upon the Association.

Dues

(Article V)

13.1 Association assessments are based upon an annual budget adopted by the Board of Directors. As stated in the recorded documents, assessments are payable on or before the first of each month. There is a 10-day grace period. Assessments received after the 10th will incur a \$25.00 late fee, in addition to interest at the rate of 18% per annum. Additional remedies are defined in the policies.

Homeowner Maintenance

(Article IV, Section 4.4)

14.1 See the "Responsibility Chart" (**Attachment A**) for details on which items are the Home Owner's responsibility and which are the responsibility of the Association.

Amendments

(Article III, Section 3.3)

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

Purpose and Construction

(Article III, Section 3.3)

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

Mediation/Arbitration

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

Effective Date

Approved by homeowners at the annual Sonnet Springs Owners Association meeting on December 11, 2008.

President

Vice President

Treasurer