

Bell Mountain Ranch

Amended Rules and Regulations

Effective August 4, 2016

Bell Mountain Homeowners Association, Inc.

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General

The Executive Board (Board) of the Bell Mountain Homeowner's Association (Association) has adopted and published these Rules and Regulations to insure that Bell Mountain Residents may enjoy their properties while respecting and protecting the overall ambiance, environment and value of the community. The Declaration of Covenants, Conditions, Restrictions and Easements for Bell Mountain Ranch (third Amendment), and the Bylaws of the Association authorize these Rules and Regulations and their enforcement. In any instance of conflict between Association Rules and Regulations and the policies of the Consolidated Bell Mountain Ranch Metropolitan District (Metro District) or the BMR Metropolitan District (BMR District) regarding Common Areas, the Metro District and BMR District will prevail.

Supplement to Law. The provisions of these Rules and Regulations shall be in addition to and in supplement of the terms and provisions of the Bell Mountain Ranch Planned Development Plan, as amended; Declaration of Covenants; Bylaws and Articles of Incorporation; and the laws of the State of Colorado governing the Association.

Board Authority. The Executive Board of the Bell Mountain Homeowners Association may deviate from these Rules and Regulations at its sole discretion if such deviation is reasonable under the circumstances and is consistent with Colorado law and the governing documents of the Bell Mountain Homeowners Association. Enforcement of these Rules and Regulations may result in fines levied on Unit Owners.

Amendments. This document may be amended at any time by the Board of Directors in accordance with the governing documents of the Bell Mountain Homeowners Association and consistent with Colorado law.

Definitions

Terms referenced in these Rules and Regulations shall have the same meaning ascribed to them in the Declaration, unless a different definition is provided below.

“A Zone (Primary Building Zone)” – The portion of each residential unit as designated on the Plat which shall be the principal use area of each unit and shall include all principal uses, and may include accessory uses and improvements as set forth in the Development Plan.

“Association” -- The Bell Mountain Homeowners Association, Inc., a Colorado nonprofit corporation, an association of Unit Owners.

“B Zone (Secondary Use Zone)” –The portion of each residential unit as designated on the Plat which has limited uses and improvements as set forth in the Development Plan and serves as the transition zone between the Primary Building Zone and the Private Open Space Preservation Easement.

“Board” -- The Executive Board of the Bell Mountain Homeowners Association, Inc.

“BMR District” -- The BMR Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, often commonly referred to as the “Water District.”

“Common Areas” -- All properties in which either the BMR District or the Consolidated Bell Mountain Ranch Metropolitan District (“Metro District”) owns a fee interest, an easement, or a leasehold interest.

“Common Elements” -- All Properties in which the Association holds or owns a fee interest, an easement or a leasehold interest.

“Corral” – An area where horses, or other approved livestock, are kept on a permanent basis. A corral enclosure is devoid of vegetation and is attached to or in proximity of a barn.

“Development Plan” – The Bell Mountain Ranch Planned Development Plan, as amended from time to time, approved by the Douglas County Board of Commissioners and recorded in the Office of the Clerk and Recorder of Douglas County, which governs the use and development of Bell Mountain Ranch.

“DRC” -- The Design Review Committee (DRC), is a committee created by the Board for the purpose of evaluating architectural, landscaping and improvement plans within Bell Mountain Ranch for compliance with the Design Standards adopted by the Association consistent with current Amended Declarations for Bell Mountain Ranch and the current Bell Mountain Ranch Planned Development Plan documents of Douglas County. Recommendations of the DRC are approved or denied by the Board.

“Equestrian Residential Lot” -- A residential building lot designated on the filed Plats of Bell Mountain Ranch where horses, llamas or mules may be kept, often commonly referred to as “horse property.”

“Fencing” – All barriers designed to contain, control, screen or decorate property including invisible fencing.

“Impartial Decision Maker” – A person or group of persons who have the authority to make a decision regarding the enforcement of the Association’s covenants, conditions, and restrictions, including the architectural requirements, and other rules and regulations of the Association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a

direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association

“Light Trespass” – Light from an artificial light source that is intruding into an area where it is not wanted or does not belong.

“Lot” -- A residential building lot designated on the filed Plats of Bell Mountain Ranch, having the same meaning as the term “Unit.”

“Metro District” -- The Consolidated Bell Mountain Ranch Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, formed for the purpose of constructing, maintaining, and operating certain common facilities within Bell Mountain Ranch.

“Open Space Easement” -- The Private Open Space Preservation Easement (POSPE), a portion of each residential unit as designated on the Plat in which a non-exclusive easement has been granted to the Metro District, often commonly referred to as the “C” Zone.

“Path” -- An improved granite sand Path, adjacent to a main road, for the exclusive use of walkers and bicyclists.

“Reckless Driving” – Operating a motor vehicle in such a manner as to indicate either a wanton or a willful disregard for the safety of persons or property.

“Resident” -- Any person residing at Bell Mountain Ranch.

“Round Pen” –A fenced area, typically covered in sand, where horses may be ridden or kept on a temporary basis.

“Screening” – Vegetation, berms, or privacy fencing used to completely hide or mitigate the visual impact of exterior equipment or improvements.

“Spill Light” – Light that illuminates surfaces beyond the area intended to be illuminated.

“Trail” -- An unfinished Trail designated by marker points for the exclusive use of horseback riders and hikers. Trails do not run adjacent to roadways.

“Turnout Area”—A fenced area where horses, or other approved livestock, are allowed on an intermittent and controlled basis. This area shall be vegetated and the condition and trend of the vegetation shall be protected and preserved by controlling use and reseeding, harrowing and any other acceptable range management or improvement techniques. Supplemental feeding of horses and other livestock is not permitted in the turnout area.

“Unit” -- Any plot of land or “Lot” shown upon the Plats or any portion of the Plats, along with all existing and future appurtenances and improvements.

“Unit Owner” -- The record Owner, whether one or more persons or entities, of fee simple title to any residential Unit but excluding those having such an interest merely as security for the performance of an obligation.

“User” -- Any person authorized to use a Bell Mountain Ranch amenity, to include Bell Mountain Ranch Unit Owners, residents and, with limitation, guests.

“Vehicle” – A car, sport utility vehicle (SUV), pick-up truck or van which is or can be licensed.

Rules and Regulations

1. *Use of Common Areas*

- 1.1. All Common Areas and Open Space Easements are for the use and benefit of Unit Owners or Residents of Bell Mountain Ranch and their guests only. Such use is evidence of the User’s agreement to hold individual Unit Owners harmless in the event of injury to the User while in the Common Areas and Open Space Easements.
- 1.2. Each User shall use the Common Areas and Open Space Easements in the manner intended and so as not to interfere with the enjoyment of other Users or the privacy of Unit Owners.
- 1.3. No camping, either temporary or permanent, is permitted on any of the Common Areas, park area or Open Space Easements.
- 1.4. No open fires are permitted in the Common Areas, park area or Open Space Easements at any time.
- 1.5. No motorized vehicles are permitted on any of the Common Areas or Open Space Easements unless expressly used for maintenance or construction of improvements
- 1.6. Items may not be placed or left in Open Space Easements unless specifically for the purposes described in Declaration of Covenants, Conditions, Restrictions and Easements for Bell Mountain Ranch, as amended.
- 1.7. No use shall be made of the Common Areas or Open Space Easements which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over them.

2. *Hiking/Equestrian Trails and Walking/Bicycle Paths Rules*

The Metro District has established the following rules. A Trail and Path Map may be accessed in the HOA Documents on the BMR website at www.bellmountainranch.com.

Under Colorado Law, specifically Section 24-10-102, *et seq.* and Section 13-21-119, Colorado Revised Statutes, the Consolidated Bell Mountain Ranch Metro District is afforded various protections, defenses, and immunities for personal injury or property damage that may arise out of the inherent risk of equine activities and/or the use of its Trail facilities.

- 2.1. “Trails” are designated by marker points and are for the exclusive use of hikers and horseback riders.
- 2.2. “Paths” are improved granite sand Paths and are for the exclusive use of walkers and bicyclists. They are adjacent to the main roads.

- 2.3. Motorized vehicles of any kind are not permitted on the Trails, Paths or any Open Space Easement.
- 2.4. Horses are not permitted on the Paths or on roads except at designated crossings.
- 2.5. Bicycles are not permitted on the Trails or any Open Space Easement.
- 2.6. Use only marked Trails and Paths. Do not trespass on private property.
- 2.7. Leave no trace. Pack it in, pack it out.
- 2.8. Any person or persons using the Trails and Paths does so at their own risk knowing that they may encounter dangerous wildlife and/or dangerous natural conditions, and that any activity involving horses and/or the use of the Trails and Paths can be inherently dangerous and hazardous. Where the Trails and Paths cross roads or driveways, the User is responsible for crossing with great care.
- 2.9. Where the Paths and roadways share a common level and are adjacent to the Path, individuals are responsible for staying out of the roadway and being conscious of traffic on the road.
- 2.10. Horseback riders shall use the Trails in a manner so as not to be a hazard to hikers or other riders. Horses and pets must be under control at all times. Likewise, hikers shall not engage in any activity while on the Trails that may cause horses to become frightened.
- 2.11. The Trails and Paths are for the benefit of the Unit Owners or Residents, and their guests.
- 2.12. A Unit Owner is entitled to sponsor up to four (4) guests per day to use the Trails and Paths. It is the Unit Owner's responsibility to assure that guests are aware of the Rules.
- 2.13. Equestrian use of any Trail posted as "Closed" is prohibited
- 2.14. Any violations of the above rules may be cause for denial of use of the Trails and Paths

3. Park

- 3.1. The park is for the use and pleasure of the Unit Owners or Residents of Bell Mountain Ranch, and their guests.
- 3.2. Do not deposit or leave refuse, litter or trash in the park area except in designated refuse containers. No residentially or commercially generated refuse may be deposited on park property under any circumstances.
- 3.3. The discharge of firearms or the hunting or disturbance of wildlife is prohibited.
- 3.4. The use of barbecue grills may be authorized as long as they are not left unattended and all coals, ash and other results of such are removed from the park.
- 3.5. No amplified sound equipment is permitted unless authorized by the President of the Metro District, nor shall any User create sounds or disturbances which will interfere with the enjoyment of other Users of the park or Unit Owners.

- 3.6. Only notices and announcements authorized by the Association or the Metro District shall be posted on the park bulletin board.
- 3.7. Groups reserving the park are required to leave the park in the condition in which they found it. A clean-up or damage fine may be assessed if required. Only one reservation on any given day will be granted. A reservation does not preclude others from using the park during that time. Reservation forms are available on the BMR website.

4. *Residences*

- 4.1. Only structures reviewed by the DRC and approved by the Board may be erected on any lot. All landscape plans, and substantial revisions thereto, must be submitted to the DRC for review and approved by the Board before landscaping is started.
- 4.2. All lots and residences and other improvements placed thereon shall be maintained in such manner as to prevent their becoming unsafe or unsightly.
- 4.3. No illegal, noxious or offensive trade or activity shall be conducted on any lot or in any residence.
- 4.4. No activity which may be an annoyance or nuisance to neighboring Unit Owners may be conducted on any lot. Without limiting the foregoing, no unit owner shall permit loud noise or music, including from barking dogs, stereo systems, TV systems, motor vehicles or power tools, to emanate from the Unit Owner's lot which would unreasonably disturb the quiet enjoyment of other Residents.
- 4.5. Garage doors must be kept closed at all times except when in immediate use.
- 4.6. No lighting shall be permitted on any lot or house which, either individually or combined, is a nuisance to neighboring Residents and/or detracts from the rural dark sky setting of Bell Mountain Ranch. Only soft white lighting is permitted and it cannot exceed 1,100 lumens/3,000K per fixture. No daylight bulbs are permitted. If greater lumen security lighting is reviewed by the DRC and approved by the Board it must be down lighting and be wired through a motion detector fixture. Light extending more than 15 feet from the structure is not allowed.

Exterior light shall be used only when and where it is needed for safety and security. Lighting should be no brighter than necessary and should not spill onto or interfere with neighboring properties. Limited low landscape lighting is permitted during evening hours. Motion detectors or security lights shall use low light bulbs. Lighting is not intended to be used as a decorative feature. This low light approach is intended to preserve the views of the night sky and to preserve the natural conditions for wildlife habitation and migration. Any change or addition to exterior lighting must be submitted to the DRC for review.
- 4.7. Exterior winter holiday lighting and decorations are permitted between Thanksgiving and January 30th and must be removed by January 30th or when weather permits. For other holidays, exterior lighting and decorations are permitted for one week before and after the holiday.

- 4.8. Fire mitigation is strongly encouraged for the safety of the community and individual Unit Owners. A fire mitigation plan must be reviewed by the DRC and approved by the Board before any fire mitigation work begins, with the exception that annual weed mowing in the Open Space Easement is permitted.
- 4.8.1. All open fires must comply with current Douglas County fire regulations (note that these regulations change as the potential fire threat increase). Unit Owners must not burn open fires on their property unless it is contained within an enclosed and approved/contained fire pit with a wire mesh cover to contain flying embers. Gas fire pits do not require wire mesh covers.
- 4.9. All landscaping must be maintained in a neat and attractive condition. Minimum maintenance requirements include watering, mowing, edging, pruning, removal and replacement of dead or dying plant material, elimination of weeds and undesirable plants and removal of trash. Continual efforts must be made to control noxious weeds and diseased/bug-infested plants and trees.
- 4.10. On an ongoing basis, weed removal, fire mitigation steps and insect and pest control are a responsibility of Unit Owners. From time to time the Association may offer incentives to support these activities when a compelling community need is identified.
- 4.11. Unit Owners shall not plant trees in locations which would restrict the view or scenic enjoyment of neighboring Unit Owners. No fence, outbuilding, construction change, addition, decking, outdoor lighting, paint change or improvement to the residence may be done without review by the DRC and approval from the Board.
- 4.12. Air drying of clothes on outside lines shall be fully screened from view of other Units or from roads. Screening shall be reviewed by the DRC and approved by the Board.
- 4.13. All trash cans and storage items must be fully screened from view and concealed from neighboring property. All garbage, trash and rubbish shall be kept contained in appropriate covered containers.
- 4.14. To maintain a consistent appearance throughout the community, the Association provides and installs standard mailboxes for all Unit Owners. Owners will receive a set of keys which must be surrendered upon the sale of the house to the new owner. The Association has also approved several larger mailboxes which may be used. Homeowners are responsible for the full cost of obtaining and installing these alternative boxes. Installation plans must be reviewed by the DRC and approved by the Board.
- 4.15. In the event that any residence is destroyed or damaged by fire or other occurrence, the replacement structure must be submitted to the DRC for review and approved by the Board before construction begins. Repairs, which restore the structure to its original appearance and condition, may be undertaken without recourse to the DRC or Board.

5. *Vehicles*

- 5.1. No motorized Vehicles shall be driven or used except on established paved roads unless used for maintenance or construction of improvements. Off-road Vehicles shall not be driven across

Common Areas, Open Space Easements or the A and B Zones unless used for maintenance or construction of improvements.

- 5.2. No trucks, commercial carriers or similar Vehicles shall be parked or stored on any lot or roadside except for the temporary purpose of loading or unloading. Pick-up trucks and SUVs shall be considered the same as automobiles. If any such Vehicles have commercial signs on them and/or are used for commercial work, they are at no time permitted to be parked outside overnight.
- 5.3. No stripped-down, inoperative, wrecked, or junk motor Vehicle or any Vehicle for sale shall be parked, stored or maintained on any lot except in a closed garage.
- 5.4. Yard maintenance equipment such as tractors, lawn tractors or mowers, snow blowers, etc., are to be stored in the garage or approved outbuilding.
- 5.5. No motorhome, house trailer, camping trailer, boat, aircraft, horse trailer, boat trailer, car or cycle trailer or utility trailer or any other type trailer omitted herein may be kept or stored on any residential lot for more than three (3) days at a time nor more than two (2) weeks per year in the aggregate unless it is garaged or completely screened so that it is not visible from any property or roadway. Appropriate screening must be reviewed by the DRC and approved by the Board.
- 5.6. Unit Owners or Residents of Equestrian Lots who have horses on their property are exempted from rule 5.5 above for the purposes of storing one (1) horse trailer on their property in the event that Douglas County Stage 2 Fire Restrictions are in effect. When Stage 2 Fire Restrictions are lifted, Unit Owners are responsible for returning to compliance within seventy-two (72) hours.

6. *Parking*

- 6.1. No Vehicle of any type referred to in section 5 shall be parked on or adjacent to the street.
- 6.2. All new residents on the Ranch will be given a 30-day grace period to come into compliance.
- 6.3. Permissible outside overnight parking is as follows:
 - 6.3.1. One Occupant-owned Vehicle may be parked outside overnight under the following circumstances:
 - 6.3.1.1. All available garage spaces are used by other Vehicles and
 - 6.3.1.2. Such Vehicle is consistently and regularly used for commuting purposes.
 - 6.3.2. Vehicles belonging to guests staying two weeks or less may be parked outside overnight.
- 6.4. The Board may, at its sole discretion, grant a variance allowing additional overnight parking for exceptional circumstances, with the distinction between a short-term variance based upon temporary circumstances and a long-term variance (up to a maximum of twelve consecutive months), the latter allowing the Unit Owner time to construct additional garage space or to house excess Vehicle(s) elsewhere. In either case, all of the following conditions must be met:
 - 6.4.1. All garage spaces are utilized for Vehicle parking

- 6.4.2. There are more licensed drivers living at the residence than there are garage spaces.
- 6.4.3. All applications for such variances must be sent to the Board in writing along with a copy of a signed BMR Parking Declaration Form. To download this form, go to the HOA Documents section at www.bellmountainranch.com.
- 6.4.4. All variances issued by the Board will be in writing and shall be granted for a specified, limited time and will be cancelled if the circumstances and conditions detailed above are no longer met.
- 6.4.5. Application for extension to an expired variance or for reinstatement of a cancelled variance must follow all the procedures and requirements detailed in 6.4, 6.4.1, 6.4.2 and 6.4.3 above.

7. Residence Snow Removal

- 7.1. The Metro District is responsible for plowing the roadways in Bell Mountain Ranch.
- 7.2. Snow must not be plowed, blown, or shoveled onto community roads from the unit owner's driveway, or onto walking/bike Paths. Snow must not be piled so close or adjacent to the roadway so as to create a hazard to vehicular traffic.
- 7.3. For specific Snow Plowing Guidelines and Priorities established by the Metro District, go to www.bmrmetro.com.

8. Trash and Recycling

The schedule for trash and recycle pickup can be found in the annual calendar on the BMR Website or under HOA Documents/Trash and Recycling at <http://bellmountainranch.com>.

- 8.1. Recycling containers shall be clearly separated from the trash containers. There is no need to sort recyclables. Recycle bins should be kept under 40 lbs. Recyclables should be placed in an enclosed container, or bagged if placed in an unenclosed container.
- 8.2. It is acceptable, but not recommended, to place trash and recycling out after 7:00 PM the evening before collection day. Containers shall be taken back no later than 9:00 AM the day after pickup. Non-compliance will initiate a courtesy notice and continued violations will result in a fine.
- 8.3. Due to windy conditions plus the rural nature of Bell Mountain Ranch and its inherent wildlife, it is highly recommended that trash and recyclables be put out in the morning on the designated collection day.
- 8.4. Trash should be bagged so that it doesn't get blown in the wind.
- 8.5. For specific guidelines and information regarding totes, bag limits, yard waste, unacceptable items, contact information and holiday schedule, refer to the Trash and Recycling information on the BMR website at bellmountainranch.com.

9. Animals

- 9.1. No more than two (2) horses, mules or llamas shall be allowed per Equestrian Residential Lot. Refer to the Bell Mountain Ranch Planned Development Plan, as amended, for further information. Other animals, excluding indoor household pets, are not allowed.
 - 9.1.1. Manure and soiled bedding must be removed from barns and corrals weekly and composted, or stored in an enclosed area and regularly removed from the property to an appropriate disposal facility.
 - 9.1.2. Each barn must contain an insect control system.
 - 9.1.3. Noxious odors and flies shall be mitigated by the Unit Owner on a continual basis. Noxious odors may be caused by poor drainage, standing water or manure left in corrals and barns. Recognition of predominant wind directions shall be taken into consideration when locating barns and corrals.
 - 9.1.4. Feed and bedding must be stored inside of an approved structure. Feeding areas must be kept clean and orderly.
 - 9.1.5. Turnout areas must not be over-grazed, must be kept clean and must be re-seeded if over-grazed.
- 9.2. Pets come under the general enforcement of Douglas County ordinances, with additional items specific to this community listed below.
 - 9.2.1. No more than (4) household pets, per Section 2402 of the Douglas County Zoning Resolutions regarding animals may be kept on each property. The commercial breeding of animals is not permitted.
 - 9.2.2. With the exception of the animals specifically permitted on Equestrian Residential Lots as well as dogs and housecats, no other animals are permitted outdoors, to include domestic fowl, livestock and apiaries.
 - 9.2.3. Dogs and other pets are permitted in the Common Areas, park, Paths and Trails. Dogs must be on a leash and under physical control when off the unit owner's property.
 - 9.2.4. Barking dogs must be controlled at all times so as not to become a nuisance to the neighborhood.
 - 9.2.5. Pet owners shall pick up and properly dispose of all waste from their animals including in the Common Areas, park, Paths and Trails.

To report an animal control issue, contact Douglas County Animal Services at 303-660-7529 or email at animalc@dcsheriff.net.

<http://www.dcsheriff.net/animal>, <http://www.dcsheriff.net/animal/laws/>,
<http://www.douglas.co.us/dcindoors/rules-regulations-parks-Trailsand-open-space>,

10. Signage

10.1. No signs shall be attached to any fences or natural features including trees. Sign height shall not exceed 4' above adjacent grade and shall be placed no closer than 5' to the paved roadway. Real estate signs may be displayed only while the house is listed for sale.

10.2. Permitted signs and their maximum sizes are as follows:

10.2.1. Legal proceeding signs

10.2.2. Standard initial residential construction signs

10.2.3. Political signs – 2' X 3' and per Colorado law

10.2.4. "For Sale" signs

10.2.5. Open House signs – 2' X 3'

10.2.6. Open House Directional signs – 2' X 3'

10.2.7. Special event signs – (party events, estate sales, etc.) for the duration of the event

10.2.8. Security signs – 1' X 1'

10.2.9. "No Soliciting" signs – 1' X 1'

10.2.10. Cul-de-sac "Home for Sale" signs – supplied by the Association

No other signs will be allowed without prior written consent of the Association. All signs except special events must be of professional quality.

10.3. Real Estate Signs

10.3.1. "For Sale" signs are limited to a single sign.

10.3.2. Open house signs are limited to a single sign near the entrance to the property driveway. Signs can be placed only on the day of the open house.

10.3.3. Directional open house signs are allowed only at intersections. Signs can be placed only on the day of the open house.

10.3.4. Cul-de-sac "Home for Sale" signs are limited to a single sign stating only "Home for Sale". Unit Owners can obtain an approved sign for their use by contacting the Treasurer of the Association.

11. Construction, Renovation and Landscape Plan Submittals

All construction that is to be undertaken in this community, whether new residential construction, subsequent exterior renovations, or site construction such as walks, driveways, drainage improvements, fencing, play equipment or substantial landscape planting, is subject to review under the Design Standards, and must be submitted in writing to the DRC for review and final approval by the Board. Work may not begin until approval is received.

For complete details, refer to Design Standards and Landscape Plan Submittal items on the BMR website at the link below:

Design Standards can be found at: <http://www.bellmountainranch.com>

Landscape Plan Submittal: A Landscape Plan submittal form must be presented before any work begins. The form is available on the BMR website at <http://www.bellmountainranch.com>.

12. Lease Registration

Unit Owners who rent or lease their homes must provide the required information to the Board on the Lease Registration using the Lease Information Form within 10 days of signing the Lease. Failure to do so will result in a fine. Lease Registration form is available on the BMR website.

Unit Owners are responsible for renter and/or lessee compliance. Fines for violations of rules and regulations outlined in this document will be enforced against both the Unit Owner and the lessee.

13. Traffic Enforcement Procedures

Traffic Violations

- 13.1. The Association hereby adopts and acknowledges all applicable laws, codes, statutes and regulations of the State of Colorado, as amended from time to time, for the regulation of vehicular traffic.
- 13.2. The reckless operation of any vehicle is strictly forbidden. Drivers are responsible for damage to any Common Areas or personal or real property resulting from the reckless operation of any vehicle.
- 13.3. Speed limits shall be observed unless road, weather or other conditions dictate that in the exercise of reasonable care a lesser speed be maintained in order for the driver to retain control of the vehicle.
- 13.4. The Association is authorized to employ private enforcement personnel. Such personnel have the authority to enforce these Rules and Regulations and the applicable laws of the State of Colorado. In the event that any such personnel observe a speeding or other traffic violation, such personnel are authorized to issue a traffic ticket to the alleged violator on the Notice of Traffic Violation Form and in accordance with the fine schedule set forth in paragraph 13.6 below. (To download this form, go to the Bell Mountain Ranch website at www.bellmountainranch.com.) Such personnel shall not have the authority, however, to make arrests, to use weapons of any sort, or to use any physical or deadly force.
- 13.5. Traffic violations may be reported by any unit owner or resident in writing to the Board. Reports shall include the license plate number, a vehicle description and the address of the vehicle owner, if known, as well as the date and time of the incident and an account of what was witnessed. The Board may investigate any such reported violation at their sole discretion.
- 13.6. The applicable fines for traffic violations are as follows:

13.6.1. For speeding in the range of 1 to 20 miles per hour greater than the posted speed limit, and for other miscellaneous traffic violations:

13.6.1.1. First Offense - \$100

13.6.1.2. Second Offense - \$250

13.6.1.3. Subsequent Offense - \$250

13.6.2. For speeding in the range of 21 or more miles per hour greater than the posted speed limit:

13.6.2.1. First Offense - \$250

13.6.2.2. Second Offense - \$500

13.6.2.3. Subsequent Offense - \$500

13.7. All tickets issued in accordance with these Rules and Regulations shall give the alleged violator notice of the fine amount and any opportunity to request a hearing with regard to the alleged violation. Any request for hearing shall be made and such hearing shall be conducted in accordance with the Association's Covenant and Rule Enforcement Procedures stated in Section 14 of these Rules.

13.8. Additional Provisions

13.8.1. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances.

13.8.2. This fine schedule and traffic enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.

14. Rule and Regulation Enforcement Procedures

Violating these Rules will result in enforcement procedures, beginning with a courtesy notice notification and progressing to fines levied until the violations are cleared.

14.1. Alleged violations may be reported by Unit Owners, Residents, Board members or Association management.

14.2. Complaints

14.2.1. Alleged violations which can be independently verified by the Association may be made to a Board member or Association management.

14.2.2. Alleged violations which cannot be independently verified by the Association need to be submitted to the Board in writing. Written complaints are to contain, in so far as possible, the following information: Names of complainant, alleged violator, location of violation, specific violation, date(s) of violations and any other pertinent information. If this information is insufficient for adequate follow-up on the complaint, the Board reserves the

right to not pursue the complaint. The complainant will be informed if the complaint cannot be pursued.

14.2.3. Violations observed by a Board member or Association management do not require written reporting.

14.3. Upon receipt of a complaint, if additional information is needed, the complaint may be returned to the Complainant or may be investigated further by a Board designated individual or committee. The Board shall have sole discretion in appointing an individual or committee to investigate the matter.

14.4. If a violation is found to exist, a courtesy letter shall be sent to the Violator explaining the nature of the violation and stating that if the same or substantially similar violation occurs within one year of the date of such letter, no subsequent courtesy letter will be required for the Association to take further action. The Violator will have seven (7) days from the receipt of the letter to come into compliance, unless such violation was a one-time occurrence and has already been corrected. In such case, the courtesy letter shall serve as a warning and a reminder of the rule, covenant or restriction that was violated. As stated above, in the event that an unit owner has violated the same rule, covenant or restriction on at least one occasion in the continuous year period prior to the violation in question (i.e. not based upon the calendar year), it shall not be necessary for the Association to send a courtesy letter. In such event, the Association may proceed directly with a fine threat letter, providing notice and an opportunity for a hearing, and subsequent letters as provided in Section 14.5 below. In order to prevent abuse of the system by habitual repeat offenders, the Board reserves the right to extend the continuous year period in those cases of repeated violations of the same nature by the same unit owner, and proceed directly to the fine letter.

14.5. If the alleged Violator does not come into compliance within seven (7) days of the courtesy letter, or if no courtesy letter is required in accordance with Section 14.4 above, a fine letter shall then be sent to the alleged Violator providing notice of the alleged violation and an opportunity for a hearing. The fine threat letter shall explain that if a violation is found to exist, a fine will be imposed pursuant to these Rules and Regulations. The letter shall further state that the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within seven (7) days of the date of receipt of the violation letter. The Association may modify any dates for compliance as may be appropriate given the nature of the alleged violation. For subsequent violations after the first fine threat letter, this same procedure shall apply, with escalating fines as set forth in Section 14.10.

14.6. If a hearing is requested by the alleged Violator, the Board, committee or other person conducting such hearing as may be determined in the sole discretion of the Board, may serve a written notice of hearing to all parties involved at least five (5) days prior to the hearing date.

14.7. Pursuant to Colorado law, the alleged Violator has the right to be heard before an "Impartial Decision Maker". An Impartial Decision Maker is defined under Colorado law as

“a person or group of persons who have the authority to make a decision regarding the enforcement of the association’s covenants, conditions, and restrictions, including architectural requirements, and other rules and regulations of the association and do not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the association.” Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

- 14.8. At the beginning of each hearing, the presiding officer shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative, may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator are required to be in attendance at the hearing. The Impartial Decision Maker shall base its decision solely on the matters set forth in the Complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all Unit Owners. After all testimony and other evidence has been presented at a hearing, the Impartial Decision Maker shall, within a reasonable time, not to exceed fourteen (14) days, render its written finding and decision, and impose a fine, if applicable. Failure to strictly follow the hearing procedures set forth above shall not constitute grounds for appeal of the hearing committee’s decision absent a showing of denial of due process.
- 14.9. If the alleged Violator fails to request a hearing within seven (7) days of receipt of the second letter, or fails to appear at the hearing, the Impartial Decision Maker may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these procedures.
- 14.10. The following fine schedule has been adopted for all covenant violations, unless otherwise specifically stated elsewhere in these Rules and Regulations:
 - 14.10.1. Courtesy Letter sent for first time offense (no courtesy letter required if same violation occurred within continuous one year period prior)
 - 14.10.2. First Violation – Fine Threat Letter sent warning of \$100 fine if not corrected and an opportunity for hearing provided
 - 14.10.3. Second Violation (of same covenant or rule) – Fine Threat Letter sent warning of \$200 fine, plus \$25 per day until corrected or abated in the event that the violation is continuing in nature.

14.10.4. Third Violation (of same covenant or rule) – Fine Threat Letter sent warning of \$500 fine, plus \$25 per day until corrected or abated in the event that the violation is continuing in nature.

14.10.5. Fourth and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. Any unit owner committing three (3) or more violations in a twelve month period (whether such violations are of the same covenant or different covenants) may be immediately turned over to the Association's attorney at the Board's sole discretion for appropriate legal action.

14.11. The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declaration, Bylaws or Rules.

14.12. This fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declaration, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.

15. Collection of Unpaid Fines and Assessments

Refer to Collection Policy under the Policies Section of the HOA Documents at <http://www.bellmountainranch.com>