

**RULES, REGULATIONS AND POLICIES  
OF  
CUCUMBER CREEK ESTATES OWNERS' ASSOCIATION, INC.**

The CUCUMBER CREEK ESTATES OWNERS' ASSOCIATION, INC. ("Association") has adopted these Rules, Regulations and Policies ("Rules") pursuant to the Declaration of Covenants, Conditions and Restrictions of River's Edge ("Declaration") and the Bylaws of the Association ("Bylaws"). All capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Declaration, the Bylaws, and/or the Act.

1. Purpose and Scope. The primary functions of the Association are to manage the Common Elements and enforce the terms of the Declaration and Bylaws, including adopting these Rules in connection with such management and enforcement responsibility. The Board of Directors has adopted these Rules in order to protect the value and desirability of the Project. These Rules supplement other rules that may be found in the Articles, the Declaration, and the Bylaws.
2. Smoke Detectors and Carbon Monoxide Detectors. Owners must keep current and working smoke detectors in their Units at all times, as well as working carbon monoxide detectors as required by Colorado law.
3. Fireworks. No fireworks or other incendiary devices are allowed anywhere on the Project.
4. Firearms. No firearms may be fired or otherwise discharged on the Project.
5. Leasing and Management Companies. All leasing companies and management companies, and/or Owners, must provide the Managing Agent with the names and contact information for renters, upon request of the Association or the Managing Agent. Upon the execution of a rental agreement or lease for a Lot in the Project, all leasing companies and management companies, and/or Owners must provide their emergency contact information to the Managing Agent. All individuals renting or leasing any Lot in the Project must be: (a) at least eighteen (18) years of age; (b) able to legally enter into a contract; and (c) legal citizens or able to provide documentation of legal status. All leasing companies and management companies, and/or Owners are responsible for providing copies of these Rules to their Occupants.
6. Noises and Nuisance. No Owner or Occupant shall make or permit any noise within a Lot that will disturb or annoy unreasonably the Owner or Occupant of any other Lot. Smoking is prohibited in the Common Elements. No odor may be emitted in any part of the Project which is noxious or offensive to others. No inside lights which are unreasonably bright or cause unreasonable glare outside of a Unit are permitted. No activity may be conducted on any part of the Project which is or might be unsafe or hazardous to any person or the Project as a whole. No activity may be conducted on any part of the Project which interferes with the peaceful possession and use of the Project by Owners or Occupants. Loitering and loud noises are prohibited in the Common Elements.

7. Use of Lots. The use of Lots are subject to the following:

(a) Lots may be used for residential purposes only. No secondary units or apartments may be created on or in any Lot. Group home and living arrangements are prohibited.

(b) No Owner may use his or her Lot for a home occupation: (1) without first obtaining the prior written consent of the Board of Directors; and (2) unless such occupation is permitted by applicable zoning, municipal or land use codes. Occupants are prohibited from using a Lot for a home occupation.

(c) If a Lot is leased, the Owner, or the management company of the Owner, is responsible for the knowledge of and enforcement of these Rules.

8. Powers of Managing Agent. The Managing Agent has full responsibility and authority to enforce the Rules. All infractions of the Rules should be reported to the Managing Agent and shall be handled pursuant to paragraph 20. The Managing Agent has full authority to handle all issues as directed by the Board of Directors. All Owners and Occupants shall comply with requests of the Managing Agent regarding the Rules. The Managing Agent is not responsible for taking or delivering personal messages. Emergency messages will be taken and delivered, if possible. The Managing Agent is not responsible for addressing any rental related problems, or for showing rental or sales properties.

9. Pets. The keeping of pets on the Project are subject to the following:

(a) Owners and Occupants may keep up to two (2) customary household pets on their Lots.

(b) Owners and Occupants are required to clean up after their pets, and are responsible for any damage caused by their pets.

(c) All pets on the Project must be kept on a leash no longer than ten (10) feet in length when not in a Lot. The leash must be under the control of a person at least twelve (12) years of age and physically capable of controlling the pet.

(d) Pets may not be secured to or left unattended anywhere on the Common Elements. The Managing Agent may remove any such pet at the expense of the pet owner.

(e) Any unreasonable noise or disturbance by a pet anywhere on the Project is prohibited. No kennel or commercial pet operations are permitted.

(f) Subject to paragraph 20, the Board of Directors may order removal of a pet from the Project if any of the Rules set forth in this paragraph are violated.

10. Signs and Flags. No sign, notice, or other advertisement shall be placed in any window,

on any balcony, on any Lot, without the written permission of the Board of Directors, except as set forth in this paragraph.

(a) An Owner or Occupant is allowed to display one political sign per political office or ballot issue with the maximum dimensions of such sign limited to the lesser of: (a) 36" by 48" inches, or (b) the maximum size allowable by any applicable local ordinance that regulates the size of political signs on residential property. Any political sign shall be displayed only in a window of a Lot and shall not be displayed earlier than forty-five (45) days before an election, or later than seven (7) days after an election day.

(b) An Owner or Occupant may display an American flag in a window of a Lot only if the American flag is displayed in a manner consistent with the applicable sections of the federal flag code and does not exceed 36" by 48".

(c) An Owner or Occupant may display a service flag bearing a star denoting the service of the Owner or Occupant, or a member of the Owner's or Occupant's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the Lot. The maximum size of a service flag shall be 9" by 16".

11. Emergency Vehicle Parking. The Association shall not prohibit the parking of a motor vehicle on the Project if the Owner or Occupant is required by its employer to have the vehicle at his or her residence during designated times, and:

(a) The vehicle weighs less than ten thousand pounds (10,000 lbs.);

(b) The Owner or Occupant is a bona fide member of a volunteer fire department, or is employed by an emergency service provider;

(c) The vehicle bears an official emblem or other visible designation of the emergency service provider; and

(d) Parking of the vehicle will not obstruct emergency access or interfere with the reasonable needs of the other Owners or Occupants to use parking areas and driveways within the Project.

12. Parking Regulations. Subject to paragraph 11:

(a) Parking is provided for only Owners and Occupants. Each Lot contains an appurtenant garage containing two (2) spaces in addition to the two (2) spaces located outside of each garage.

(b) The garage space provided for each Lot shall be maintained in such manner as is necessary to allow for vehicles to be parked therein. Except for ingress and egress purposes, garage doors must be kept closed at all times.

(c) Driveways and sidewalks shall not be obstructed in any way or used for any other purpose other than entering or departing Lots.

(d) No trucks (pickup trucks and SUVs excepted), commercial vehicles, trailers, mobile homes or detached campers may be stored, kept or maintained anywhere in the Project; provided, however, that commercial vehicles may be in the Project in a designated parking space for no more than seventy-two (72) hours so long as the commercial vehicle fits within the parking space.

(e) No boats, recreation vehicles, mobile homes, detached campers off-road vehicles, snow mobiles, motorcycles, golf carts or trailers (with or without a board, vehicle, or anything else on it) or similar crafts or vehicles may be kept, stored, parked or maintained anywhere on the Project, except inside a garage.

(f) All vehicles parked in the Project must be licensed, registered and operational. No damaged or unsightly vehicles may be kept, stored, parked or maintained anywhere on the Project. No junk vehicle, inoperative vehicles, unlicensed vehicle, or vehicle under repair may be parked, stored or maintained on the Project for more than two (2) days.

(g) Sleeping in any vehicle parked in any of the parking spaces is strictly prohibited.

(h) No vehicle maintenance, including oil changes, may be performed on the Project.

(i) All vehicles must be parked and operated in full compliance with any posted signs.

(j) If a violation of any parking Rule as set forth herein has occurred and the vehicle operator is unwilling or unavailable to immediately resolve such violation, the Managing Agent may, in its sole discretion and without prior notice, have the vehicle towed by a professional towing service at the expense of the vehicle's owner or operator.

(k) The Association is not responsible for any damage to vehicles parked on the Project.

13. Entry of Lots and Units. In the case of an emergency originating in or threatening any Lot or Unit, regardless of whether the Owner or Occupant is present at the time of such emergency, the Association or anyone authorized by it, as well as fire, police and other emergency personnel, shall have the right to enter such Lot or Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. The Association also has the right to access any Lot for maintenance and repair purposes, including inspection of electrical and plumbing equipment.

14. Insurance by Owners. Each Owner shall obtain and maintain at all times casualty insurance coverage for the full replacement cost, or the nearest equivalent available, for the Owner's Unit and liability insurance for the Owner's Lot and Unit with liability limits of not less

than One Million Dollars (\$1,000,000) for each occurrence and not less than Two Million Dollars (\$2,000,000) aggregate, which liability insurance requirement may be satisfied with a so called umbrella policy for not less than Two Million Dollars (\$2,000,000). A certificate for the foregoing insurance required to be carried by each Owner shall be provided to the Association when title to such Owner's lot is vested in such Owner, upon the renewal of the insurance and upon replacement of any such insurance policy with another policy. The Association may establish higher minimum coverage amounts for such insurance. At all times, each Owner also shall be responsible for obtaining insurance for all of the Owner's personal property and furnishings. The Association shall not be responsible for providing any of such insurance.

15. Amendment. The foregoing Rules are subject to amendment in the same manner of as the Bylaws.

#### Certification

The undersigned certifies that the foregoing Rules, Regulations and Policies were adopted by the Board of Directors of the CUCUMBER CREEK ESTATES OWNERS' ASSOCIATION, INC. as of this \_\_\_\_ day of \_\_\_\_\_, 2016.

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Secretary