

SORREL RANCH
HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

REVISED April 17, 2014

Sorrel Ranch Homeowners Association is a single-family home community located in the city of Aurora. Sorrel Ranch is a covenant-protected neighborhood.

Each property owner within the Sorrel Ranch community is a mandatory member of the Sorrel Ranch Homeowners Association. The Sorrel Ranch Homeowners Association has prepared this booklet to assist you, the homeowner, with architectural policies and procedures, and with other rules of the community. We hope you will find it helpful, and will refer to it when you have questions about covenant enforcement, are preparing a request for the Design Review Committee, or need information about recreational facilities.

Questions or concerns that need clarification should be directed to your association management company. If they are unable to respond to you directly, they will forward the issue to the appropriate Board of Directors.

ASSOCIATION MANAGEMENT COMPANY:

Weststar Management Corp.
6795 E Tennessee Ave, #601
Denver CO 80224

720 941-9200



MANDATORY MEMBERSHIP

All residents of Sorrel Ranch belong to the Sorrel Ranch Homeowners Association. Each Association is a non-profit Colorado corporation with a Board of Directors, an assessment structure, and covenants specific to that entity. We encourage you to read the following documents for each Association:

- Declaration of Covenants, Conditions, and Restrictions
- Articles of Incorporation
- Bylaws
- Design Guidelines
- Rules & Regulations



RESPONSIBILITIES OF THE ASSOCIATION

SORREL RANCH HOMEOWNERS ASSOCIATION

- Covenant enforcement for homeowners in Sorrel Ranch
- Architectural approval for homeowners in Sorrel Ranch
- Maintenance of perimeter landscaping, streetscapes and walkways within the community.
- Interior greenbelt areas.
- Curb-side trash collection for each homeowner in Sorrel Ranch
- Liability insurance for common areas belonging to Sorrel Ranch
- Landscaping in the common areas.
- Entry monuments at the entrances to the community
- Maintenance of swimming pool, pool house facility, fencing around pool and pool parking lot.
- Liability insurance on all recreational facilities



ARCHITECTURAL POLICIES

A spirit of cooperation between the Design Review Committee (hereinafter referred to as the "DRC") and the members of the Association will go far in creating a harmonious environment to benefit all homeowners. This will help protect your financial investment and provide compatibility of improvements.

In order to maintain the architectural aesthetics of the Property, no improvements, buildings, projections or other structures, and no walls, patios, planters or other similar items shall be commenced, improved, constructed, maintained, erected, altered or remodeled (if already in existence) specifically including the alteration, painting and/or staining of the exterior of any Residence; nor shall any landscaping, grading, excavation, tree removal, planting and/or exterior addition, change of alteration thereon be made until the plans and specifications accurately showing the nature, kind, shape, dimensions, materials, colors (indicating color of paint or stain) and locations of the same shall have been submitted to and approved in writing by the Board of Directors or the Design Review Committee, if one exists.

All improvements to property **MUST BE SUBMITTED AND APPROVED** by the DRC prior to installation, unless a specific "pre-approval" is listed in the following pages.

A form to submit a Design Review Application is available through the Association website at www.weststarmanagement.com or by contacting Weststar Management Corp at 720 941-9200. The Design Guidelines are also available through the website or by calling the manager.

THIS BOOKLET REFERS TO SORREL RANCH HOMEOWNERS ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN THESE PROCEDURES AND THE DECLARATIONS OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EACH ASSOCIATION, THE DECLARATIONS OF EACH SEPARATE ASSOCIATION INCLUDED IN SORREL RANCH COMMUNITY SHALL PREVAIL.

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EXTERIOR

PROPERTY MAINTENANCE/APPEARANCE

Following is a list of regulations that are intended to maintain the integrity and enhance the community.

Address Numbers

Address numbers must be visible and in good repair at all times. Approval from the DRC is not required for replacements of an identical nature and location. However, DRC approval is required for any alterations in style, color, or placement of an existing address number.

Automotive, Recreational, Hauling, Off Road, and Non-Muffled Vehicles & Accessories (Parking, Use, Storage, and Repairs)

Automotive Vehicles: Unless enclosed within a garage, no automotive vehicles other than those having four (4) wheels are permitted to be parked on streets adjoining the Lots, or upon any Lot, within Sorrel Ranch. This exclusion also applies to recreational vehicles, motorcycles, campers, commercial vans, hauling trucks, other commercial type vehicles, trucks rated larger than $\frac{3}{4}$ ton, and mobile homes. (Exception: Commercial vehicles belonging to contractor personnel providing services to property owners may be temporarily parked in Sorrel Ranch, but never overnight.)

Recreational & Hauling Vehicles and Accessories: No boats, recreational vehicles (RV's), recreational vans, house trailers, camping trailers, campers, camping shells, boat trailers, hauling trailers, running gear, or accessories thereto, or trucks rated larger than $\frac{3}{4}$ ton, shall be stored on, or anywhere visible to, the streets of Sorrel Ranch. Such vehicles, gear, and accessories must be kept within the garage and out of sight when not being transported. (Exception: Residents are allowed up to 48 hours to load and unload a recreational vehicle, but no more than a combined total of 72 hours monthly.)

Off Road or Non-Muffled Motorized Vehicles: Off road or non-muffled motorized vehicles, whether licensed or not, including but not limited to: Go Karts, ATVs, Electric/Gas Scooters, Dirt Bikes, and Snow Mobiles, are not permitted on the streets, sidewalks, common areas, and public or private properties of Sorrel Ranch. Any expenditure incurred by the Association in repairing or replacing any portion of the Common Areas or facilities damaged by a resident's use of such vehicles, or by the use of the members of his family, his agents, or his guests, are the responsibility of the homeowner. Off road or non-muffled motorized vehicles may never be parked on the streets or driveways in Sorrel Ranch, and must be stored within the garage and out of sight when not being transported or washed.

Inoperable Vehicles: No abandoned or inoperable automotive vehicles, defined as "has not been driven under it's own propulsion for a period of more than 72 hours," shall be stored anywhere visible from the streets of Sorrel Ranch. Automotive vehicles must be properly registered with a current license plate in order to be visibly parked in the community. Unsightly or seldom used vehicles shall be completely enclosed in the garage. The streets, driveways, and yards of Sorrel

Ranch may not be used for indefinite parking or for the storage of any vehicles (includes cars, trucks, boats, trailers, RV's, motorcycles, etc.)

Vehicle Covers: Vehicle owners wishing to protect their vehicles from weather elements may do so only through the use of a car cover. Car covers must be made to fit the exact make & model of the vehicle. Tarping, garbage bags, or other "make shift" coverings may not be used within the Sorrel Ranch neighborhood.

Vehicle Maintenance: The only vehicle maintenance permitted outside the garage will be washing. All other vehicle repairs and maintenance must be done within an enclosed garage. Any vehicle dripping oil, gasoline, or other fluids must be repaired immediately. Oil damage on the driveways, garage aprons, or streets must be cleaned and/or removed promptly. The resident who owns the vehicle, or whose family member or guest owns the vehicle, is responsible for the cleaning and/or removal. No propping up of vehicles with cinderblocks, bricks, or rocks is allowed.

Recreational Equipment, including Bicycles, Balls, etc.

All recreational equipment and accessories, including but not limited to Bicycles, Tricycles, Wagons, Skateboards, Push-pedal cars & carts, Balls, Bats, Helmets, etc., when not in use, are to be stored out of sight and not visible from the streets or common areas, or by other property owners.

Garage Doors

Garage doors shall be closed whenever the garage is to be unattended and unobserved for an extended period of time, even when someone is at home. This is for the safety of all residents, and also to prevent theft. Garage doors must be kept in good repair and in working order. Garage doors shall normally be painted the field (primary) color of the home. Any residents wishing to change the color and/or design of their garage doors must obtain approval from the DRC prior to making the change. No object is to be parked, stored, or located continuously in front of any garage door that would prevent the entrance/exit of motor vehicles, including but not limited to garbage receptacles, portable basketball nets, etc.

Storage

Private property in Sorrel Ranch shall be maintained at all times in a clean and sanitary fashion. Areas visible from common areas, roads, or neighboring properties, shall not be used for storage of garbage receptacles, recreational vehicles and/or recreational equipment (including but not limited to Bicycles, Tricycles, Wagons, Skateboards, Push-pedal cars & carts, Balls, Bats, Helmets, etc.), additional cars, and/or trucks, vans, etc. No person shall store or maintain any unsightly or unsafe furniture, fixtures, devices, articles, or other items or things including but not limited to: appliances, automobile parts & tires, cardboard boxes, newspapers, lawnmowers, snow blowers, mops, brooms, shovels, garden tools, wheelbarrows, plastic tarps, or anything flammable, on any porch, patio, deck, yard or area visible from the common areas, roads or neighboring properties.

Debris & Yard Maintenance

Refuse scattered or deposited by winds or storms into any lot, or the common areas, shall be cleaned up by the owner(s) in a timely fashion. This shall be within no more than 48 hours or when suitable weather

permits, whichever first occurs. All parts of a resident's lot shall be kept in a clean and sanitary condition. No rubbish, refuse, garbage, or animal "droppings" shall be allowed to accumulate or remain, nor any fire hazard allowed to exist, in any resident's lot. Additionally, any waste, trash, debris, yard clippings, soil, rocks, or other unwanted materials must be disposed of promptly and properly. No dumping or disposal within the common areas, even of yard waste, is permitted.

Trash & Recycling

Trash and recycling containers placed out for pickup shall be done so no sooner than 5:00PM the evening before pickup, and reusable containers put away (out of view) the same day of pickup. No garbage or recycling receptacles may be stored in view of the roads or other neighbors. All containers, including recycling containers, must be sealed to prevent spillage from winds or other sources. See "Debris & Yard Maintenance."

Lawns & Landscape/ Artificial Turf

Lawns shall not exceed 4 inches in height, and will be kept weed-free, green, and well maintained. Trees and shrubs will be shaped and well groomed. Dead limbs must be pruned out of trees as often as necessary. If pruning dead limbs out of a tree causes the crown to look like an upside-down umbrella or a one-sided "flag," that tree will be considered dying or dead and must be replaced with one of the appropriate size. Trees will remain trimmed of all suckers and lateral growth from the bottom of the trunks. Suckers never constitute acceptable proof of life or health on an otherwise dead tree. The standard is, if a tree is 50% dead, it needs to be replaced.

All rock beds on any lot will be kept weed free. No artificial turf may be used on lawns adjacent to sidewalks, driveways, or streets, including front lawns. Shrubbery must not overhang sidewalks or driveways, and must be trimmed accordingly.

Bricks/blocks used for landscaping borders must be solid and not of construction quality with holes.

No portion of any private lot, whether in front or back of any house, will be allowed to die out and remain in a state of decay, death, or dirt for more than 30 days as visible from the roads, common areas, or other private lots of Sorrel Ranch. The area in question must immediately be re-sodded or re-seeded as appropriate for the season, or immediate arrangements made with the DRC for other landscaping options.

Dead or diseased plant material must be immediately removed. These plants must be disposed of properly and never deposited in the common areas. If there is a question regarding the proper disposal of yard debris, please contact the Landscape Committee for further guidance. Any removed trees & shrubbery must be replaced with an item of similar maturity and in harmony with the feel of the neighborhood. All yard & street trees that have been cut down or removed must be replaced with one of the proper size as soon as the growing season permits. If immediate replacement is not possible, the stump that remains behind must never be taller than that allowed by the City of Aurora.

All plant material shall be installed in the following minimum sizes:

- a. Shade trees – 2 ½" caliper
- b. Ornamental trees – 2" caliper
- c. Evergreen trees – 6' height minimum
- d. All shrubs – 5 gallon container
- e. Groundcover, perennials, and annuals – no restrictions

Staked trees should be reviewed semi-annually to determine if the staking remains necessary for the growth of the tree. No noxious trees or trees prone to excessive "shedding" of leaves and buds should be used. For more information, please consult Aurora.gov or consult the Landscape Committee.

Remember: Exterior changes to landscaping must be submitted and approved prior to work commencing. Yards must be harmonious with the community and be properly maintained. Submit any plans for landscaping revisions, including the installation of artificial turf in any rear yard, to the Landscape Committee prior to signing a contract or purchasing supplies.

Window & Rooftop Mounted Devices

No window or rooftop mounted antennae, air conditioners, heating or cooling devices (including evaporative "swamp coolers") shall be permitted. This prohibition includes lower roofs, such as those overhanging garages.

Garment Cleaning

The exterior of the home, decks and patios are to be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household, or other items. Retractable clotheslines are permitted under the city of Aurora statutes. All garments placed on the approved clothesline may not remain outside longer than 24 hours. Please visit Aurora.gov for further information regarding the proper use and installation of these clotheslines.

Liability

The Association assumes no liability for nor shall it be liable for any loss or damage to articles left or stored in any common area.

Damages/Dumping

Any damages to the common areas or common personal property caused by an owner or a family member of an owner, an owner's guests, tenants, or employees, shall be repaired at the expense of that owner. Please note that damages will be assessed to homeowners' if contractors providing work or services to a property cause damage to common areas. Additionally, the dumping of debris (including yard waste) in the common areas or storm water management basins shall be considered damages to the common area; the cost to remove the debris will be charged to the homeowner.

Home Maintenance

Each owner will maintain the roof and exterior finishes on his home and all concrete areas to avoid any appearance of dilapidation or neglect in the neighborhood. This maintenance obligation will include roof replacement as necessary, painting or staining, as applicable, of the exterior siding and trim, repairing any significant concrete cracks or damage, and keeping all outdoor planters, lawn ornamentation, sidewalks and driveway areas in good appearance and condition, well swept and clean.

Snow Removal

Sidewalks in front of and adjacent to the home, and other areas surrounding or a part of the home, shall be shoveled within 24 hours following the end of a snowfall. The responsibility for shoveling is the homeowner's.

Exterior Holiday Decorations & Flags

For the December holidays only, exterior holiday decorations & lighting (*less* inflatables) may be placed outside no sooner than 35 days prior to the holiday, and shall be removed from the exterior of the home no later than 35 days after the end of the holiday. For all other holidays, and *all* inflatables, the permitted period is 21 days prior to the holiday until 10 days after the holiday. Flags may be displayed on the property, provided they do not exceed 20 square feet in dimension and are not offensive or profane in nature. All flags, including U.S. flags, must be removed from sight or replaced when they become tattered or their colors have bleached out.

Pet Regulations

Number of Pets: Normal household pets may be kept and maintained. The number of pets maintained at any household shall not exceed that allowed by the City of Aurora CO, all of which must be fenced or restrained at all times within a Lot. Additionally, pets will be subject to all governmental animal control ordinances and laws.

Pet Restrictions: No animals, including household pets, livestock, poultry, birds or bees of any kind shall be raised or boarded or kept for any commercial purposes.

Pet Leashing: Pets MUST NOT roam unrestrained. All pets must be kept on a leash or similar device, and attended by a responsible person, when not on their own property.

Pet Defecation: It is the responsibility of the pet's owner to immediately remove all of their animal's solid waste from the common areas, sidewalks, and properties not their own. The pet owner is also responsible for removing all solid waste from his/her private lot, including front & rear yards, on a weekly basis.

Pet Tethering: No pets shall be tethered, chained, leashed or otherwise tied to a stationary object in any lot, or in the streets or common areas, of Sorrel Ranch. A resident may temporarily tether an animal only if the resident remains with the animal at all times. (i.e. sitting on a porch with animal near by, gardening with animal in yard etc.)

Pet Noise: Pets shall not be allowed to make excessive noise for unreasonable amounts of time, or to disrupt, disturb or become an annoyance to the neighbors.

Sign Restrictions & Advertising

No signs, posters, billboards, or advertising devices of any kind shall be displayed to the public view on any Lot except an owner may display political signs as provided by statute and one (1) sign of not more than five (5) square feet advertising the Property for sale or for rent. The sign may not be placed on any fencing within the community. Contractor signs, with dimensions not exceeding 10 square feet per side, may be permitted while work is being performed, provided the resident has solicited and received approval from the DRC as necessary. Such signs must be removed once work is completed or no longer than 90 days from the commencement of the work.

Common Area Use & Abuse

Noxious and offensive activities. Residents may not engage in any activity, which is either noxious or offensive, or constitutes a nuisance to a person of reasonable sensibilities.

Homeowners must obtain permission from the Association prior to utilizing the common areas for a personal function, and the Association may require a deposit.

Play Structures & Sports Equipment

Excluding basketball backboards, no playground equipment above eight (8) feet in height - nor any basketball backboards above 13 feet in height - all as measured from the ground level where the equipment is installed, shall be erected (on a temporary or permanent basis) on any property within the Community Area without the prior written consent of the Design Review Committee. No basketball backboards shall be attached or affixed to any portion or part of any house. Only portable basketball backboards are allowed and do not require DRC approval, provided the following guidelines are met: 1) portable units cannot be placed in the public right of ways, streets, sidewalks, or blocking any garage; and, 2) the location of the portable units must be at least half the length of the driveway away from the street. This location constitutes proper placement, and the unit must be kept in this location or stored out of sight. All equipment associated with the use of the backboard, including but not limited to balls and scoreboards, must be secured in a location not visible from the street or yard when not in use.

Again, approval is required for play structures. Consideration will be given to adjacent properties (a min. 5 foot setback from the property line is recommended for trampolines, swing sets, fort structures etc. so as not to create an undue disturbance. In some instances, color changes and additional plant material around the equipment may be required for screening and blending. Wood structures should be constructed of pressure treated or other weather resistant materials. All play and sports equipment must be maintained in a good and sightly manner.

Driveways, Sidewalks, and Porches

Driveways, Sidewalks, and Porches must be maintained in good repair. Driveways, Sidewalks, or Porches cracking, dissolving, crumbling, or otherwise deemed unstable or in poor repair must be repaired or replaced at the owner's expense. Owners should exercise good judgment regarding the care of concrete in the winter to reduce the probability of problems. Driveways, Sidewalks, and Front Porches may not be painted, stained, patterned, or otherwise deviate from the community design. Driveway materials must be approved in writing by the DRC prior to installation.

Barbecue & Gas Grills

Barbecue grills, smokers, etc. must be maintained in the rear yard or within a closed structure not visible from the front of the yard or street. Any coverings of grills must be designed to fit the grill. No tarps, garbage bags, or "make shift" coverings should be used. Residents should insure grills are attended when in use and do not constitute a fire hazard. Caution should be used in placement and maintenance.

Hot Tubs & Jacuzzis

Approval from the DRC is required prior to installation of a hot tub or Jacuzzi. These must be an integral part of the deck or patio area and rear yard landscaping. They must also be installed in such a way that they do not create an unreasonable level of noise for adjacent property owners. In some instances, additional plant material around the hot tub may be required for screening. Proper & adequate maintenance of hot tubs and Jacuzzis must be completed.

Lighting & Lights

Exterior lighting must be conservative in design and be as small in size as reasonably practical. Exterior lighting should be directed toward the ground and be of low wattage to minimize the glare to neighbors and other homeowners. The use of motion detector spotlights, high-wattage spotlights, floor lights, or ballasted fixtures require approval from the DRC. Only white/yellow-colored incandescent or florescent (energy saving) bulbs shall be used for permanent lighting fixtures attached to the house and forward for the fence line on any lot. This includes but is not limited to lamps and lanterns on the front porch and flanking the garage doors. It is recommended that electric light bulbs immediately flanking garage doors be of the same color, type, wattage, and appearance.

Painting

All houses must have their exterior re-painted to the extent and frequency necessary to maintain the original character of the neighborhood. Noticeable fading or peeling of exterior paint on any home is cause for the HOA to require re-painting of a portion, or all, of the home's exterior at the owner's expense. DRC approval is not required if color and/or color combinations are identical to the original color scheme of the home. Re-painting with existing colors must always be corner-to-corner. Touch ups on faded paint that clash or are noticeable to an observer are not acceptable. Any proposed changes to the color scheme or color changes must be approved by the DRC before painting begins, and must conform to the general character of the community. Driveways, Sidewalks, and Front Porches may not be painted or stained.

Fencing

Fencing must adhere to the Design Guidelines as set forth by the Association. All fencing must be kept in good repair, and replaced by the owner where missing, rotting, or destroyed. The Privacy fence stain color must be uniform throughout each owner's lot, and must comply with the stain colors as specified in the Design Guidelines. In no cases may fencing be painted (with any color), nor shall a solid/opaque stain be used. Nevertheless, fence staining shall be maintained and applied whenever necessary to maintain the uniform appearance of the fencing.

Swimming Pools

Inflatable or soft plastic pools may be used during the summer (to be

defined as Memorial Day to Labor Day) in rear yards. These should be considered temporary, and must be kept clean, free from debris, and bugs. These must be stored in a place not visible from the street, common areas, or neighboring yards when not actively in use and during winter months. Above ground or hard plastic pools are prohibited.

Flagpoles

Fixed freestanding flagpoles, or freestanding flagpoles that are not portable, are not permitted. Approval is required for any portable freestanding flagpole. Approval is not required for flagpoles mounted to the front of the residence provided that they are temporary in nature and are only displayed on holidays, in celebration of specific events or for the U.S. Flag.

Compost

A composting container must not be immediately visible to adjacent properties, and odor must be controlled. Underground composting is not allowed. Approval by the DRC must be obtained first.

Doors & Windows

Approval is not required for repair or replacement of an existing main entrance door to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is generally accepted as a complimentary color to that of existing doors on the house. "Complimentary colors" include the body color of the house or trim.

Storm Doors: DRC Approval is required. Colors should be complimentary with the color scheme of the home.

Security Doors & Windows (including bars on doors and windows): DRC Approval is required. Colors should be complimentary with the color scheme of the home and match any existing doors or windows currently installed.

Windows shall be maintained and kept in good repair. If replacement is necessary, the same style of window must be used. If window treatments are visible from the street, they must be of commercial quality and consistent with the character of Sorrel Ranch. Profane or obscene window treatments will not be permitted. In no cases will reflective glass or film with mirror-like properties be allowed that are visible from a neighbors property. Any decorative or opaque/smoked windows must be approved by the DRC.

A composting container must not be immediately visible to adjacent properties, and odor must be controlled. Underground composting is not allowed. Approval by the DRC must be obtained first.

Radon Abatement Exhaust Pipes

The exhaust pipes for all Radon abatement systems must be painted to match the field (primary) color of the house. Abatement systems must be installed so as to not "pass the problem" to neighboring properties.

Disposal of Hazardous Materials

Potentially hazardous or toxic materials (motor oil, paint, fertilizers, antifreeze, pesticides, tires etc.) may never be disposed of in the common areas, along Tollgate creek, or in any other location within the neighborhood, whether it is private property or undeveloped. Environmental cleanliness is paramount in maintaining safe & pure drinking water as well as keeping our neighborhood looking good for all

residents. The city of Aurora has a curbside hazardous materials pickup service. This service is scheduled by calling 1-800-449-7587. Curbside, Inc. provides this service for us. Once a resident has called the hot line to schedule a pick up, they will be given a plastic bag, about the size of a large trash bag, with instructions on how to seal materials, along with a list of materials accepted. The chemicals will then either be recycled or disposed of properly. While not free, a nominal \$15 fee is charged for the convenience of household pickup.

The city of Aurora also sponsors a "household chemical roundup" annually where residents may drop off, at a specified location, their hazardous materials. For more information on when & where the roundup is scheduled, please visit www.aurora.gov. Also available on the Aurora website is a complete list of materials the city will dispose of. Some common materials that require special handling, but do not need to be picked up include motor oil & latex paint. According to the city of Aurora website, motor oil can be recycled at local auto parts stores or service stations. Look up the closest location in the phone book and confirm that they accept used oil. Dry latex paint can be thrown in the trash. In a well-ventilated area, take the lid off the can to let the paint dry out. Paint can also be spread on cardboard or plastic to expedite the drying process. Once the paint and the cans are dry, throw them in the regular trash with the lid off. For more information, call 303-739-7372 or visit www.colorado-recycles.org.

**Establishment,
Maintenance, or
Improvements to
Exteriors, including:
Roofs, Sheds, Patios,
Decks, Pet Hutches, Pet
Runs, Arbors/Pergolas,
Solar Panels, Gazebos,
Greenhouses, Yard Art,
Overhangs/Awnings,
Statues, Fountains, etc.**

Be sure to submit proposals for the establishment of, or changes to, Roofs, Sheds, Patios, Decks, Arbors/Pergolas, Solar panels, Gazebos, Greenhouses, Pet Hutches, Pet Runs, Overhangs/Awnings, Statuary, Fountains, Birdbaths, etc. to the DRC before signing any contracts or beginning work. All non-temporary "yard art" of a flamboyant or controversial nature that is easily visible from the streets or common areas of Sorrel Ranch must be approved by the DRC. This includes but is not limited to pink flamingoes, lawn jockeys, brightly colored statuary, brightly colored wind spinnerets, etc. Even as approved, these structures must be maintained at all times and, when necessary, repaired or replaced with matching materials in style, quality and color. In all cases regarding these items, refer to the Design Guidelines of the Sorrel Ranch HOA.



SWIMMING POOL

1. WHEN NO LIFEGUARDS ARE ON DUTY, SWIM AND USE POOL FACILITY AT YOUR OWN RISK. LIFEGUARDS WILL ONLY BE ON DUTY FOR LIMITED DAYS & HOURS AS POSTED ON THE POOL GATES.
2. POOL HOURS ARE FROM 8:00 A.M. TO 10:00 P.M.
3. THE GATES ARE TO REMAIN LOCKED AT ALL TIMES.
4. PROVIDED ADT SCANCARDS ARE FOR THE USE OF RESIDENTS ONLY.
5. THE POOL AND FACILITIES ARE FOR THE SOLE USE OF SORREL RANCH HOMEOWNERS AND THEIR GUESTS. ALL GUESTS MUST BE ACCOMPANIED BY A SORREL RANCH RESIDENT AT LEAST 18 YEARS OF AGE OR OLDER.
6. PERSONS UNDER THE AGE OF 14 MUST ALWAYS BE ACCOMPANIED BY A PERSON WHO IS 18 YEARS OF AGE OR OLDER.
7. NO SMOKING.
8. NO ALCOHOLIC BEVERAGES ARE ALLOWED.
9. NO GLASS IS PERMITTED IN THE POOL AREA.
10. PETS ARE NOT PERMITTED IN THE POOL AREA AND MAY NOT BE CHAINED TO THE FENCE.
11. NO LOUD NOISE OR MUSIC PERMITTED.
12. LIFE PRESERVERS ARE RECOMMENDED FOR THOSE WHO CANNOT SWIM.
13. ONLY EQUIPMENT DESIGNATED FOR POOL USE IS PERMITTED.
14. NO RUNNING, JUMPING, PUSHING OR SHOVING.
15. BIKES MUST BE LEFT OUTSIDE THE POOL AREA.
16. NO SKATEBOARDING, ROLLERBLADING OR BICYCLING IN THE POOL AREA.
17. ALL INCONTINENT PERSONS SHALL UTILIZE WATERPROOF APPAREL TO PREVENT CONTAMINATION OF THE POOL.
18. ORGANIZED POOL PARTIES OF OVER 10 PEOPLE REQUIRES APPROVAL FROM THE HOA OR ITS DESIGNATED COMMITTEE.

FAILURE TO COMPLY WITH THESE RULES, OR THE DIRECTIONS OF ANY LIFEGUARD THAT MAY BE ON DUTY, WILL RESULT IN A LOSS OF POOL PRIVILEGES.

THE SORREL RANCH HOMEOWNERS ASSOCIATION IS NOT RESPONSIBLE FOR ANY INJURY, LOSS OF LIFE OR PROPERTY, OR DAMAGE TO PERSONAL PROPERTY AS A RESULT OF ANY ACTIVITY IN OR ABOUT THE POOL OR POOL ENCLOSURE AREA. THESE RULES ARE SUBJECT TO CHANGE AT ANY TIME BY THE SORREL RANCH HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS.

PLEASE CONTACT THE MANAGER.

COURTEOUS BEHAVIOR IS EXPECTED
FROM EVERYONE USING THE POOL AND POOL AREA.



ENFORCEMENT POLICIES

The Board of Directors of the Sorrel Ranch Homeowners Association has adopted the following enforcement policies for violations of the Declaration of Covenants, Conditions, and Restrictions; the Articles of Incorporation; the Bylaws; the Design Guidelines; and any other rules and regulations which have been or may be created:

- SUBJECT:** Adoption of a policy regarding the enforcement of covenants and rules and procedures for the notice of alleged violations, conduct of hearings and imposition of fines.
- PURPOSE:** To adopt a uniform procedure to be followed when enforcing covenants and rules to facilitate the efficient operation of the Association.
- AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association, and Colorado law.
- EFFECTIVE DATE:** January 1, 2006
- RESOLUTION:** The Association hereby adopts the following procedures to be followed when enforcing the covenants and rules of the Association:
1. Reporting Violations. Complaints regarding alleged violations may be reported by an Owner or resident within the community, a group of Owners or residents, the Association's management company, if any, Board member(s) or committee member(s) by submission of a written complaint.
 2. Complaints. (a) Complaints by Owners or residents shall be in writing and submitted to the Board of Directors or the Association's managing agent. The complaining Owner or resident shall have observed the alleged violation and shall identify the complainant ("Complainant"), the alleged violator ("Violator"), if known, and set forth a statement describing the alleged violation, referencing the specific provisions which are alleged to have been violated, when the violation was observed, including date, time and location, and any other pertinent information. The complaint must include the printed name and signature of the Owner complaining or managing agent. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the Association. (b) Complaints by a member of the Board of Directors, a committee member, or the manager, if any, may be made in writing or by any other means deemed appropriate by the Board if the Director or Manager observed such violation.
 3. Investigation. Upon receipt of a complaint by the Association, 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.

4. Initial Warning Letter. If a violation is found to exist, a warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have up to 14 days from the date of the letter to come into and remain in compliance.

For pet noise violations, the Association will send one notice to a homeowner regarding a pet noise complaint. Any future complaints will be referred to City of Aurora Animal Control.

5. Violation After Initial Warning Letter. If the alleged Violator does not come into compliance within 14 days of the first warning letter, or if the violation is one of an intermittent nature of which the Violator has already been warned in the previous 12 months, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. 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 10 days of the date on the second violation letter.

6. Notice of Hearing. 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, shall serve a written notice of the hearing to all parties involved at least 10 days prior to the hearing date.

7. Hearing. 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 Board 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 Owners. After all testimony and other evidence has been presented at a hearing, the Board shall, within a reasonable time, not to exceed 14 days, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the Owner, shall be by a majority of the Board members present at the hearing. 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.

8. Failure to Timely Request Hearing. If the alleged Violator fails to request a hearing within 10 days of any letter, or fails to appear at any hearing, the Board 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 policies and procedures.

9. Notification of Decision. The decision of the Board, committee or other person, shall be in writing and provided to the Violator and Complainant within 14 days of the hearing, or if no hearing is requested, within 14 days of the final decision.

10. Fine Schedule. The following fine schedule has been adopted for all recurring covenant violations:

First Violation	Warning letter
Second Violation (of same covenant or rule)	\$75.00
Third and subsequent Violations (of same covenant or rule)	\$100.00

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action. All fines are due and payable upon notification and are considered delinquent if not paid within 30 days of the due date and shall be subject to a late charge of \$25.00 for each month such fine remains unpaid.

11. Continuous Violations. Continuous violations are defined as violations of Owner obligations that are uninterrupted by time. Each day of noncompliance with such violations constitutes a separate violation. *For example: the failure to remove an unapproved exterior improvement or the continuous parking in a fire lane.*

If an Owner is determined as having a continuous violation, in accordance with the terms of this Policy, such Owner may be subject to a fine of \$100.00 every 14 days per covenant if not corrected, following a notice and opportunity for a hearing as set forth above.

12. Waiver of Fines. 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.

13. Other Enforcement Means. 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.

14. Definitions. Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

15. Supplement to Law. The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the Project.

16. Deviations. The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

17. Amendment. This policy may be amended from time to time by the Board of Directors.

18. Annual Review of Property. Annually, the Community Enhancement Committee (CEC) shall conduct a thorough review of the community's compliance with the rules and regulations as set forth in this document and any future amendments. The review is open to any resident who wishes to accompany the CEC on the specified dates and times as noted on the community website and/or as announced at HOA meetings. The CEC completes a visual inspection of each property in the Sorrel Ranch community. The inspection will be used to determine adherence to the Declaration, Rules & Regulations and Design Guidelines of the HOA. During the review, the CEC will note any variations from the governing documents. These variations will be presented to the Board, which will review each case and will issue to homeowners deemed out of compliance a request to become compliant. Residents unable to complete the required changes in the allotted time period may present to the board a timeline to complete the changes. The Board may accept, deny, or modify the timeline & follow up to ensure compliance. Fines, as laid forth in section 10, can be applied to homeowners refusing to comply with the request to become compliant. The annual review will generally take place in the spring, no earlier than April, and no later than July to ensure ample time for homeowners to make changes while the climate is optimal.