

Cogway Covenants Code of Conduct

X.1 – Application: This code of conduct, approved by the HOA and included in its covenants applies to all residents of the Cogway Townhomes including, owners, renters, and their guests.

X.2 – Violations: Any violation of the below covenants will be enforced as a violation of the standing HOA covenants and will result in warnings and fines in accordance with the applicable sections of the existing covenants or the sections below. The Board does not have latitude in the enforcement of these provisions. Notification of covenant violations will be conducted in writing from the Board and delivered via certified mail. In accordance with the covenants, owners are responsible for ensuring the fine is paid within 30 days. Failure to pay will be handled in accordance with the HOA covenants. Any pattern of offenses will be handled in accordance with Section X.X of the covenants.

X.3 – Anti-Social or Threatening Behavior: All residents of this the HOA are entitled to quiet enjoyment of their homes and the HOA common areas. To this end, no resident or guest shall engage in any abusive, threatening, or antisocial behavior on HOA property. The terms abusive, threatening, and antisocial behavior are defined as:

X.3a – Antisocial: contrary to the laws and customs of society; antagonistic to sociable instincts or practices.

X.3b – Threatening: having a hostile or deliberately frightening quality or manner.

X.3c – Abusive: offensive or insulting.

X.4d – Any incident suspected of meeting this criteria should be referred to the HOA Board who is responsible for convening a review panel of three voting HOA members within one week. No owner may participate in the panel if they, a family member, or guest is a concerned party in the allegation. Based on statements, witnesses, and available documentation, this panel is charged with determining if the preponderance of the information available indicates a need for external review of the incident by an independent arbitrator selected by the HOA Board. If a decision to forward the incident to arbitration is made by the panel, the individual in question can determine if they wish to proceed to arbitration or elect to receive a citation from the HOA which may include a fine, requirement for formal apology, or both. If the individual elects to send the matter to arbitration, the individual will be required to pay both a fine and the cost of arbitration if found to be in violation of the Section X.3. If the individual is not found to have violated Section X.3, no action will be taken by the HOA and cost of arbitration will be borne by the HOA.

X.5e – Violations of Section X.3 will result in fines of \$200 for a violation or \$500 for a gross violations by the HOA. There is no warning for this offense.

X.4 – Criminal Conduct: Criminal conduct on HOA property will be referred to the Manitou Police Department for resolution.

X.5 – Misappropriation of Common Areas: There are currently two limited use areas within the HOA common area. Any effort to establish additional areas must be handled in accordance with the applicable covenants and City of Manitou Springs regulations related to historic properties. Any effort to establish a limited use area or assertion thereof in contravention of the covenants will result in an immediate fine in the amount of \$200.

X.6 – Parking and Vehicle Storage: Garages and carports are intended for the parking of the residents' motor vehicles. Parking in the HOA common area is limited to one vehicle per unit at any time. Units will be assigned one parking space within the HOA common area which will rotate annually on a date determined by the HOA Board. This assignment does not represent or imply a transfer of HOA real property. Residents are not authorized to give their spot to another unit or resident on any enduring basis.

X.6a – Temporary exceptions to the above may be granted by the board for a period of 72 hours to facilitate moves, remodeling, or other requirements.

X.6b – Attempts to control non-assigned parking areas as to give the appearance of limited use will be handled in accordance with Section X.5.

X.6c – Guests of residents are authorized to use the unit's available space on a temporary basis. Any stays over 24 hours for guests require notification to the HOA.

X.6d – Residents violating any portion of this section will be notified in writing and have 24 hours from receipt to comply. Failure to do so will result in a \$50 fine compounded daily until the resident is in compliance and vehicles in violation for greater than 48 hours may be towed at the discretion of the HOA Board. Failure to respond will be handled in accordance with the HOA covenants. Repeat violations waive the right to a warning before the 48 hour period begins.

X.7 – Maintenance of Common Areas and Buildings: Residents will maintain common areas and the exterior of the residence in a clean, serviceable manner in accordance with guidance from the HOA Board. Residents are responsible for repairing any damage caused by them or their guests, pets, or property. This includes excrement. Residents have 24 hours following notification to respond the HOA Board with a suitable plan to address the issue. Failure to respond will result in \$200 fine plus costs borne by the HOA to address the issue.

X.8 – Communication on Behalf of the Cogway Townhomes HOA: With the exception of HOA business operations (i.e. coordination on behalf of the HOA Board for authorized repairs, etc.), no resident is authorized to communicate with any individual or organization on behalf of the Cogway Townhomes HOA without majority consent and authorization, in writing, of the President, Vice President, and Secretary/Treasurer.

X.8a – Notification of covenant violations will be conducted in writing from the Board and delivered via certified mail.

X.8b – Communication to outward facing organizations and individuals must be on official HOA letterhead, signed, and submitted by the HOA President or designee.

X.8c – Communications not endorsed and published IAW Section X.8 are not on behalf, or in the name, of the HOA and are without the HOA Liability Insurance coverage.

X.8d – The HOA will accept no financial obligation incurred due to unauthorized communication.

X.8e – HOA internal communications are intended for members and forwarding to external individuals may create a liability risk. All internal communications will include the disclaimer "This communication/document is intended for internal HOA use. Do not forward without written consent of the HOA Board."

X.8f – Release of HOA internal communication can occur with the written authorization of the HOA Board.

X.8g – Willful violation of Section of X.8 may be punished by a fine of up to \$200 by the HOA Board.