



August 14, 2020

Dear Resident:

We hope this message finds you safe and well. In order to maintain consistency throughout the community, YES has implemented the attached Community Guidelines formerly known as the Community Covenants and Addenda. As specifically permitted by the terms of your Lease, this notice is to inform you in writing that the attached Community Guidelines are effective 10/13/2020 (60 days) and will be considered an extension to your current lease agreement. Once effective, community team members will be surveying the community to ensure residents are complying with the terms of the Community Guidelines. If any resident is not in compliance with the Community Guidelines, Management will issue a Notice of Violation specifying the deficiency that must be corrected.

Please understand our goal is to work with our valued residents to create and preserve aesthetic harmony in our community. After reviewing the attached Guidelines, if you have any questions or concerns please call the Antelope Ridge Office at (719) 573-1200. We look forward to working with our residents in our combined effort to achieve our goals.

A copy of the Community Guidelines will be posted in the community center building.

Sincerely,

Dwight Hower, Community Manager

4001 Gray Fox Heights

Phone: (719) 573-1200 | Fax: (719) 572-1020 | Email: anteloperidge@yescommunities.com





Guidelines for Community Living

These guidelines ensure every Resident's experience is a pleasurable one and are designed to maintain an enjoyable and safe living environment.

A. General

- a. YES Antelope Ridge, LLC, its affiliates, and its management, ("YES") reserves the right to maintain the high standards of the Community.
- b. All Residents ("Resident") shall be required to complete an application for admission before residing in the Community and furnish YES all the information required by State law. If an application for residency is found to be falsified or misleading, it is grounds for termination of the Lease, even if the application is otherwise approved.
- c. These Guidelines are incorporated into and are a part of the Lease as if fully set forth therein. Failure of Resident, Resident's family members, guests, and all other occupants and invitees of Resident, to comply with these guidelines may result in termination of the Lease.
- d. Each home site has a utility easement that is used for maintenance and emergency repair. This easement is accessible to Management and authorized contractors, no storage or personal access is allowed.

B. Site Maintenance

- a. **Site maintenance is the responsibility of the Resident.**
 - i. The lawn should be kept clean, with grass cut, trimmed, fertilized, watered and weeded to maintain a well- cared for appearance. This includes cleaning grass and weeds out of sidewalk and driveway cracks. There shall be no trash or debris in the patio areas or under the deck or home. YES may, after notice, perform site maintenance on Resident's space and bill Resident for this service, with payment due three days after billing. Performing this service or the offer to perform this service and billing Resident shall in no way relieve Resident of the responsibility to comply with this rule. At the option of YES, the Lease may be terminated for failure of Resident to maintain his/her site.
 - ii. Resident shall be responsible for maintenance or trimming of any trees or other plants. Removal of trees requires management's written approval. Shrubs or trees or similar obstructions shall not be erected which will obstruct traffic visibility. Plantings or decorative items should not be placed within five feet of the curb or the home site next to it. Vegetable gardens will not be permitted except in areas approved by Management.
 - iii. If Resident plans to do any digging on the site, permission from YES is required. Prior to seeking permission from Management, Resident shall have first called the utility providers to arrange for marking of their utility line locations. If Resident, his/her agent, or contractor damages any such utility line or pipe, Resident must repair such damage immediately, at his/her own expense, to YES' satisfaction. If YES is required or elects to repair such damage to protect the Community's property or because Resident fails to repair damage, Resident shall be responsible for such repair bills and with payment due three days after billing.



- iv. Outside storage is not permitted, all tools, lawnmowers, toys, bikes, etc., should be kept in the garage. The use of any furniture on the patio or deck is prohibited unless it is outdoor patio furniture approved by YES. Approved patio furniture should be kept in good repair and painted. Hoses should be kept on hose reels or hangers attached to the home or garage. Hoses should be shut off and stored inside for winter. Over-stuffed furniture, appliances, etc. are not allowed outside the home. YES may, after notice, remove such furniture or material and bill Resident for this service, with payment due three days after billing.
- v. Fuel, oil, or other materials of any explosive or hazardous nature shall not be stored on any home site. This will create a fire hazard and constitute a violation of local fire codes. Only a minimal amount of gasoline can be stored at the site for use in lawnmowers or other yard maintenance equipment, but in no event shall any be stored beyond that which is allowed by local codes. Notwithstanding any local code, no fuel tanks or drums storing any gasoline, propane, ethanol or any other flammable fuel or substance shall be permitted on the Property.
- vi. Flatwork, including entry sidewalk and personal driveway, are the responsibility of the resident. Excessive oil dripping which causes damage to the driveways, sidewalks, pavement, or roads, must be cleaned by Resident and any damage must be repaired at Resident's expense. When wood chips, bark, rocks, or pebbles are used as part of the landscaping Resident will not permit such ground cover to spread or otherwise disperse onto the street, sidewalk, or driveway. If this does occur, Resident must remove and clean such ground cover from said areas immediately.

C. Home and Accessories

- a. Exterior Improvements: Awnings, decks, storage sheds, garages, and enclosures: Prior to installation of any, the type, location, size, and color of all must be approved by YES. Garages are to be used for vehicles and additional storage of household items and are not to be used for any type of living or recreational use.
- b. Fences: Privacy fences are prohibited. Standard fencing is permitted at the Resident's expense. Written request must be received by Management prior to contracting for, or installation of, fencing. Square footage, placement, or area variances shall be approved by Management.
- c. Address Identification: Address identification numbers will be attached to the front portion of the home. To maintain consistency throughout the community, only the style, size, and location of the original numbers will be acceptable. If the existing numbers are damaged and need to be replaced, they may be purchased from Management or purchased to meet community specifications. Trees or shrubs should be kept trimmed to avoid obstructing a clear view of the home address numbers.
- d. Exterior paint: Any alterations to the exterior paint color of the home must be approved by Management prior to the change, this includes all awnings, decks, storage sheds (if permitted), garage door faces and enclosures.
- e. Holiday décor: Any holiday décor added to the home site by Resident must be removed from the exterior of the home within 30 days following the holiday.



- f. **Clotheslines:** Outdoor clotheslines are prohibited. No laundry of any kind may be hung outside of any home.
- g. **Home Winterization:** Winterizing of homes should be done on the interior of the home. Temporary exterior attachments of any nature are not allowed. If leaving home in winter for extended periods of time, we recommend your home be winterized by a licensed and insured service company.
- h. **Hazardous equipment:** Hazardous equipment such as, but not limited to; trampolines, above-ground swimming pools, basketball goals, swing sets, gym equipment, hunting equipment, etc. will not be allowed on Resident's site. The use of all inflatable amusement rides, including but not limited to: bounce houses or castles, slides, obstacle courses, or rock-climbing walls by Residents, guests, vendors, and/or YES is prohibited.
- i. **Window coverings:** blankets, sheets, aluminum foil, etc., may not be used as window coverings. Mini blinds or curtains must have white backing to keep consistency through Community. Broken or discolored blinds must be replaced at Resident's expense.
- j. **Flags and signage:** A single American Flag is permitted to be displayed on your site subject to the following restrictions:
 - i. The American Flag must not exceed three feet by five feet (3'x5') in size
 - ii. The American Flag must be the current 50-star version. No earlier designs of the American Flag are permitted.
 - iii. The American Flag must be displayed on either (1) a flag pole, which is no more than ten feet (10") in height and affixed to the ground (2) on a house mount, affixed to the side or roof of the home, with or without an optional pole that does not exceed five feet (5') in length.
 - iv. The American Flag cannot be displayed in a location that obstructs the view of any other home in the Community.
 - v. Prior to displaying your flag, you must provide written notice to the Community Manager of your intention to display an American Flag and the location on your site where you intend to display the American Flag.
 - vi. No other signs or flags (whether a Colorado flag or sign, a military flag or sign, a corporate flag or sign, a sports team flag or sign, or a political flag or sign) are permitted to be displayed on your site.
- k. **Satellite dishes:** Under no circumstances will a satellite dish be installed on the property of YES, without the written approval of YES, which YES may withhold in its sole and absolute discretion. Upon approval, homeowners may install a satellite dish no larger than 18-inches in an area not visible from the street and placed below the eaves of the roof. CB or TV antennas and ham radios are prohibited.
- l. **Air-conditioning units:** The installation and operation of central air-conditioning units shall be approved by Management prior to installation. Conventional air-conditioning systems shall be installed so that no part of the system is visible from the street. Roof-mounted, solid evaporative cooler systems are not allowed. Central air-conditioning units must be located on a solid concrete slab or approved fiberglass pad and must be installed according to local regulations. Window air-conditioning systems are not allowed.
- m. **Compliance with building codes:** It is recommended that licensed contractors install all accessories; however, all improvements or accessories must comply with existing building



codes. All contractors performing work in the community must provide a Certificate of Insurance and contractor's license (where applicable) to the office prior to commencing work on an approved project. It is the responsibility of the homeowner to ensure all proper permits are obtained, including for Roof Replacement.

- n. **Insurance:** Resident shall provide current homeowner's insurance on his or her home. Proof of insurance shall be delivered to Management prior to move in. If Resident's insurance carrier is changed or if there is any interrupted insurance coverage, proof of these changes shall be delivered to the community management office.

D. Residency

- a. **Residency:** Any person residing within a home for more than one month will be considered a Resident and must be registered with Management. All residents are required to pass a background check, if Resident fails background check they will not be permitted to reside in the community.
- b. **Community Office Hours:** The Community Management office hours, as well as emergency after-hours phone numbers, are posted at the community center. In most cases, the Community Management office will be closed on holidays or other special occasions.
- c. **Community Amenities:** Community amenities are considered a privilege extended to help make your residency more enjoyable. The amenities are provided to all residents and may be available for private parties and gatherings. Reservations for private parties and gatherings should be made in advance and will be accepted based on availability. Posted rules must be strictly adhered to.

E. Children, Occupants and Guests

- a. Residents are responsible for their children, occupants and guests at all times.
- b. Children are not permitted to play in the streets or in playground facilities or common areas after dark unless accompanied by parent or parent-appointed responsible adult. Skateboards are not permitted in streets, pool area, or other common areas at any time.

F. Trash Disposal

- a. The dumping of any refuse on empty sites, in any area around the recreation, service-center areas, or across any fence or into any ditches is strictly prohibited. It is prohibited to dump trash or household items in the construction dumpsters on the build site areas, violations will result in fines.
- b. Trash and recycled items pickup occurs once weekly, each Resident will place trash in an approved container along roadway no sooner than the evening prior to pick-up. Garbage and trash are not permitted outside at any other time.
- c. Empty trash containers shall be placed out of sight, except on trash pickup days
- d. Residents can arrange for the removal of large bulky items at their own expense.

G. Utilities

- a. Unless otherwise notified, Resident is responsible for all costs incidental to connection of the home to the existing Community facilities and utilities.
- b. All wiring and plumbing inside and outside the home must comply with appropriate Federal, State and local requirements. Permission to alter existing Community wiring or plumbing must be obtained in writing from YES. Such alteration will be at the expense of the Resident.



- c. Under no circumstances will YES be responsible for any obligations contracted by Resident for repair or maintenance to YES' property regardless of the nature of the problem. If Resident contemplates any action outlined above, he/she should notify YES. Resident shall not permit any liens to be filed against any property owned by YES including, without limitation, any manufactured home or Lot. Any liens filed against any Property owned by YES shall be removed by Resident at his/her own expense within 30 days of said lien being filed. If such lien is not removed by Resident, YES may remove it and add such costs, including any attorney's fees, to Resident's account and issue a notice to vacate to Resident.
- d. Tampering with utility service connections (plumbing, wiring, etc.) and other Community utility connections is strictly forbidden. YES should be immediately informed of a malfunction of equipment, which will be referred to the appropriate utility service or repaired by YES.
- e. Cable: Underground television cables are provided to each home site and installation of television cable from the pedestal is the responsibility of the Resident. Such installation must be made through the floor of the home.

H. Vehicle Control

- a. Legal requirements: All motorized vehicles must meet State legal requirements to be located or operated in the Community.
- b. Insurance: All motorized vehicles operated in the Community must have public liability and property damage insurance and be operated by a licensed driver. YES may prohibit the operation of a motorized vehicle in the Community if, upon request of YES, proof of insurance covering the vehicle or license cannot be obtained or provided by Resident.
- c. Speed limit and traffic signage: For the safety and wellbeing of Residents, all vehicle operators shall obey traffic signage in the community. The speed limit shall be fifteen (15) miles per hour unless otherwise posted in the Community. Revving of engines or the squealing of tires is prohibited. Please watch for children.
- d. Parking on streets: No general or overnight parking will be allowed on streets of the Community. Resident may not park his/her own vehicles on the streets or in the guest parking area without prior consent of YES. Tractor-trailer rigs (18-wheelers) or any part of such are not allowed in Community.
- e. Parking: Residents are provided with a two-vehicle parking space, extra vehicles can be parked in the driveway if they do not extend into the street. Any vehicles that do not fit in the garage and/or driveway must be stored outside of the community.

Neither Resident nor guests may park any vehicle on another Resident's space or vacant site without the express permission of that Resident or YES, whichever is applicable. Guests shall park in designated guest parking areas, if available, or in their host Resident's parking space if available. Under no circumstances will Resident or Resident's guest park on grass or places other than the designated parking areas as outlined herein.

- f. Repairs: Repair or spray painting of any vehicle at the site or anywhere in the Community is strictly prohibited. Minor repairs (i.e. plugs, points, changing of a tire with tire jack) will be allowed only in designated areas. Resident must not leave any vehicle unattended



while on a jack or jack-stand or create a situation where damage may occur to pavement. Repairs must be completed within 24 hours without disturbing other Residents.

- g. **Inoperable or junk vehicles:** No unusable or unsightly vehicles will be allowed in the Community unless YES has specifically designated areas for such storage. Such vehicle storage (if applicable) must be by written permission by YES. No unsightly or inoperative vehicle may be parked or stored anywhere within Resident's site or in the streets of the Community.
- h. **Recreational vehicles:** Recreational vehicles such as, but not limited to, campers, trailers, motor homes, snowmobiles and boats may not be parked in guest parking, on Resident's site, or on the street. They may be parked only at designated areas (if applicable). YES shall not be responsible or liable for such stored vehicles. Large trucks (in excess of ¾ ton) such as commercial trucks, stake, semi, cement, stepvans, etc., shall not be parked on the home site or in the Community parking areas.
- i. **Other:** Mini-bikes, go-carts, motor-scooters, 3-wheelers, 4-wheelers, snow mobiles, and other motorized transportation vehicles are not permitted to be driven or ridden inside the Community. Licensed motorcycles used for day-today purposes permitted.
- j. **Towing:** Any vehicles in violation of these rules including but not limited to, vehicles improperly parked, parked on Community streets, inoperable or unsightly vehicles, shall be towed at the expense of the owner. YES shall not be responsible for any damages to a towed vehicle or any inconvenience to the owner as a result of the towing.

I. Swimming Pool

- a. The use of the swimming pool is a privilege extended to help make your residency more enjoyable. The occasional unavailability due to repairs, etc. does not entitle Resident to a discount or refund of any rental amounts.
- b. Tampering with the thermostats or equipment on the pool is strictly forbidden.
- c. Swimming hours are as posted.
- d. State health laws require that a person shower before entering pool.
- e. Swimmers must not use bobby pins or hairpins while in the pool, as they leave irremovable rust stains and will damage the filters and pumps.
- f. Glass is not allowed in the pool area.
- g. Alcoholic beverages are not permitted in the pool area.
- h. No smoking of any kind in the pool area.
- i. Safety equipment is not to be removed from the pool area.
- j. Running, diving, horseplay or games are not allowed in the pool or the areas adjacent to the pool.
- k. Resident may have a reasonable number of guests, provided their presence does not overcrowd the pool. Resident must accompany guests at all times.
- l. Do not swim alone! Make sure someone else is in or around the pool in case you need help.
- m. Additional rules regarding the use of the pool are posted in the pool area. YES is not responsible for accidents or injuries resulting from the use of the pool.
- n. Pool tags or proximity cards will be required for anyone using the pool.
- o. Cut-off's or T-shirts are not allowed in the pool.



- p. The pool is to be used at your own risk. No lifeguard will be on duty. A parent, legal guardian, or parent-appointed adult, 18 years or older, must always accompany children under the age of 14.

J. Pets

- a. YES reserves the right to restrict both the number and types of pets allowed. Pets of Residents may be prohibited solely at the discretion of YES. Resident shall not be allowed more than a total of two pets, this includes any combination of animals. Pets will be approved only if they are house pets.
- b. Management reserves the right to refuse any dog breeds that are notorious for vicious behavior such as but not limited to: Pit Bulls, Chows, Rottweilers and Doberman Pinschers and like breeds.
- c. Each pet must be licensed and inoculated in accordance with local laws and Resident should be prepared to show such records if requested by Management.
- d. Pets are to be kept within Resident's home, except when Resident is walking the pet on a leash or being transported in the interior of a vehicle. No animal may be tied up in Resident's yard, or on the deck of Resident's home.
- e. A pet running loose may be impounded at Resident's expense, and Resident may be notified to vacate his/her site or give up said pet.
- f. Outdoor dog runs, dog pens and/or dog houses are not allowed.
- g. Pets will not be allowed in any common or recreational area at any time.
- h. Any excrement left by a pet outside must be picked up immediately and disposed of by Resident.
- i. Pet-related damage to the landscaping, site, or other Community property will be repaired at the expense of Resident and may be cause for termination of Resident's lease at YES' discretion.
- j. Pets will not be allowed to cause any disturbance that might be annoying. If a pet causes any disturbance or annoyance such as barking, growling, howling, biting, or any other unusual noises, damage or harm; permission to keep the pet will be revoked.
- k. Resident's guests may not bring pets into the Community at any time.
- l. If any violation of the pet rules is observed or a valid complaint is made by another individual, the pet owner will receive an official warning in writing to either; correct the problem, rehome the pet, or vacate the property. If a second violation is noted or a second valid complaint is received, the pet owner will receive a notice to vacate the property.
- m. Pets are not allowed in homes without a completed Pet Policy. If violation of such is observed, Resident will receive a notice to vacate the property.

K. Soliciting

- a. Soliciting, peddling, or selling within the Community is strictly prohibited. Please report any such activity to Management immediately.
- b. The site shall be used for the purpose of residency only and shall not be used for the practice of any profession, trade, craft or business. Nor shall Residents make any unlawful, disorderly, improper or objectionable use (as defined by Management) of the home site.

L. Quiet Hours

- a. Quiet hours are every day between 10:00 p.m. and 7:00 a.m.



- b. Loud and disturbing noises are not permitted at any time. Sound equipment, musical instruments and car stereos should be played at a level which will not annoy other Residents. Loud parties will NOT be permitted at any time. Consumption of alcohol or illegal substances in park areas, or other common areas is NOT permitted at any time.

M. Limitation of liability and indemnity

- a. Resident, on his/her own behalf, and his/her heirs, personal representatives, successors and assigns, and on behalf of his/her family members, guests, and invitees, hereby agrees to release and indemnify, YES, its directors, shareholders, members, employees, agents, contractors, insurers and attorneys ("YES Released Parties") from any and all suits, actions, lawsuits, damages, claims or liability of any character, type or description, including all expenses of litigation, court costs and attorney fees, arising directly or indirectly from Resident's use, or that of his/her family members or other guests, of the leased premises or the common areas on the Property, except for any claims arising from or caused by the gross negligence or willful misconduct of the YES Released Parties.
- b. Posted traffic signs, pool rules, playground signs and any other posted notices are to be considered a fixed part of these Guidelines for Community Living.

YES reserves the right to revise, amend, or modify the contents of this agreement. Residents will be notified of any revision 60 days prior to the date that the revision becomes effective. A copy of the revised agreement will be made available upon request. A Resident who has violated any part of this agreement will be contacted by YES. If the infraction is not corrected or if the violation is continually repeated, legal proceedings may be initiated.

I have received a copy of these Guidelines for Community Living. I understand and agree to abide by the Guidelines for Community Living, and failure to do so may be considered a breach of contract.

Owner/ Community Representative _____ Date _____

Resident _____ Date _____

Resident _____ Date _____

Resident _____ Date _____