

RULES AND REGULATIONS
for the
HOMEOWNERS
of
COLUMBINE TOWNHOUSE ONE ASSOCIATION

Revised 9/1/10

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RULES AND REGULATIONS

INTRODUCTION

The Board of Directors of the Columbine Townhouse I Association has published this booklet so that owners may easily refer readily to the Rules and Regulations and operating procedures of the Association. The Board of Directors and your Committees hope each owner will find this book informative and helpful_

These Rules and Regulations have been promulgated by the Board of directors pursuant to the Condominium Declaration for Columbine Townhouse I, the Bylaws and statute.

I. Introduction

Welcome to Columbine Townhouse I Association. We are proud of our homes and are glad you decided to join us.

Because we share so many things in our neighborhood, it is necessary to have some basic Rules and Regulations so that everyone can enjoy their homes. These Rules and Regulations have been adopted to promote and improve the safety, health, welfare and property values of all homeowners and residents. Please contact the Management Company if you have any questions.

II. General

A. Owner's Responsibilities

Owners, whether residents or landlords, are fully responsible for their own actions, and those of their families, their tenants and their guests. Please be certain to advise persons who use your unit of the Rules and Regulations.

Landlords must give a copy of the Rules and Regulations to all tenants. All leases must contain a provision that the tenant agrees to follow the Rules and Regulations of the Association and that any violation of the Rules and Regulations will be a violation of the lease. A copy of this lease is to be sent to the management company of record.

ASSESSMENTS

The assessments for the Association are paid on a MONTHLY BASIS. All assessments are payable on the first of each month. Payment must be made by check or money order. If payment is not received by the tenth of the month, a \$10.00 late fee, plus 12% interest per annum, will be assessed. All checks and money orders are payable to Columbine Townhouse I Association and mailed to the address on the current coupon.

The Association may record a lien against a unit if assessments are delinquent. Further legal action may be taken if the account remains delinquent. The unit owner is responsible for the costs incurred in filing a lien and any other legal action taken.

The assessments must be paid each month whether or not the owner receives a statement.

There will be an additional fee for all returned checks added to your account.

INSURANCE

The basic insurance package for the Columbine Townhouse I Association insures the Association for liability for bodily injury and property damage relating to acts that might occur on common property or to a building. An owner must provide for liability arising within his own unit and protection for any of his personal property. Because it is more efficient and economical, your Association insures all the buildings and Common elements under a single package policy.

The following is an explanation of some of the insurance items:

1. General Liability

The general liability package that the Association carries provides protection for personal injury resulting from Common Element usage or property damage. Owners are responsible for obtaining liability insurance coverage within their Units.

2. Property Damage

The Association's insurance policy will cover damage to a building, such as damage to a roof caused by hail storm. It will cover building damage due to a fire or an "Act of God," except flood damage. The Association's insurance does not cover damage to personal property.

3. Owner's Property Coverage

a. Personal Property

In addition to your investment in your home, you, no doubt, also have made a large investment in the personal property you own. This includes items such as appliances, furniture, hot water heater, etc. The Association's policy does not cover damage to any personal items; therefore, you need to be sure that you have coverage to compensate you if you suffer a major loss.

b. Fixtures and Improvements

The Association's policy does not cover damage to any improvements on your home, including light fixtures, floors, floor coverings, walls, ceilings and paint.

4. Deductible

Each insurance policy usually requires a deductible. If an owner, his family or his guests cause damage to the General or Limited Common Elements or buildings, the owner will be responsible for the entire deductible charge as well as the costs of repairing the damage.

5. Claims

The Board of Directors approves all claims made to the Association's insurance policy.

ARCHITECTURAL CONTROL PROCEDURES

1. Approval of Improvements Required. Any improvement you wish to make to the exterior of the building or on the General or Limited Common Elements must be approved in advance by the Board of Directors.

2. Improvements includes, but is not limited to any of the following:

- a. Exterior additions, alterations or decorating to any buildings.
- b. Voluntary demolition or destruction of any structure.
- c. Any substantial disturbance to the surface of the land, such as changing the grade, ground level, drainage pattern, etc.

- d. Placing anything on the roof or exterior of the unit, including but not limited to solar panels and equipment, wires, boxes, air conditioning units and swamp coolers. TV antenna or satellite dishes also require Board approval.
 - e. Landscaping, planting, clearing or removing trees, shrubs, grass or plants, including landscaping that will break the ground of the General Common Elements.
 - f. Construction, removal or any other changes to hedges, fences, walls, patios, decks, planters and similar items.
 - g. Any structure, building, flagpole, exterior light, storm door, clothesline or other improvement constructed or maintained upon the Limited or General Common Elements.
3. Submission of Plans. A description of any improvement must be submitted to the Board of Directors for approval prior to starting the improvement. All surveys, plot plans, drainage plans, elevation drawings, construction plans and specifications and samples of materials and colors showing the nature, kind, shape, height, width, location and other essential features of the proposed improvement to the property must be included in the description. All submittals are to be sent to the Management Company. The submission for approval will be complete when the Board has received all information necessary to make a decision.
 4. Decision of the Board. The Board of Directors will issue a written decision and notify the applicant within thirty (30) days of receiving all the necessary information. This time frame may be extended by agreement between the Board of Directors and the applicant. If the submission is not approved, the Board will issue a written explanation of its disapproval so that the applicant may alter the plans accordingly. Any altered plans must receive final approval by the Board of Directors.
 5. Responsibility for Maintenance of Improvement. As a condition of approval, the Owner will be required to assume all responsibility for the maintenance and repair of the improvement as well as responsibility for any injuries that occur on or as a result of the improvement.
 6. Retention of Plans. All plans submitted to the Board shall remain on file with the Board at the office where records of the Association are kept.
 7. Execution of Work After Approval. Once approved, the improvement must be started and completed as promptly as possible and must comply completely with the description as

approved. Failure to complete the improvement within 60 days of the approval date shall be considered non-compliance with the requirements for approval of the improvement, unless it is noted in the approval that the nature of the improvement is such that it cannot normally be completed within 60 days.

8. Notice of Completion. The applicant must give written notice to the Board of Directors of the completion of the improvement.
9. Inspection of Work. The Board may inspect any improvement for compliance with the approval at any reasonable time prior to completion and within thirty (30) days after completion notice is received.
10. Notice of Non-compliance. If a decision is made that the improvement does not meet the specifications of the approval, a notice of noncompliance will be sent to the applicant.
11. Correction of Noncompliance. Upon notification of noncompliance, the applicant must remedy the noncompliant item immediately. If the applicant does not remedy the noncompliance within seven (7) days, the Board may remedy the noncompliance itself. The Board may also proceed with legal action to enforce compliance. The owner is responsible for all costs, including reasonable attorney's fees, incurred in enforcing compliance. Such expenses may be levied as an assessment against the owner's unit.

ARCHITECTURAL CONTROL GUIDELINES

Approval of a request for improvement will be based on the plan's conformity and harmony of external design and location with existing structures. Judgments of acceptable design are based on the following criteria which represent in more specific terms the general standards of the Declaration.

1. Relation to the natural environment.
2. Conformance with declaration. Appropriateness to
3. surroundings.
4. The Design's compatibility with the neighborhood setting.
5. Location and impact on neighbors.
6. Size in relation to adjacent structures.
7. Color.
8. Materials.
9. Workmanship.
10. Timing.

Permanent recreational equipment is not allowed. Temporary equipment, including but not limited to volleyball nets and swimming pools, shall be allowed, but must be removed each night.

MAINTENANCE SPECIFICATIONS

Owners are responsible for maintaining the following items:

1. Doors, windows, glass surfaces, screens, interior non-supporting walls and flooring (excluding the sub-flooring). Owners shall not paint exterior doors; the Association will paint exterior doors, excluding storm doors, during the regularly scheduled painting cycle.
2. Porch light bulbs and car port light bulbs.
3. The interior of the unit.
4. All fixtures and equipment within the unit from the point where the fixtures or equipment enter the unit.
5. The patio area or balcony adjoining the unit must be kept clean and sanitary.
6. Car ports must be kept clear of debris and cannot be used for storage. Owners shall not store flammable, combustible or explosive fluids, chemicals or substances in the car ports. Nothing shall be hung from the car port rafters.

SIGNS

"For Sale" or "For Rent" signs may not be larger than four (4) square-feet. Such signs may be placed in one window of the unit or in lawn area by the unit. No other advertising signs are allowed.

LEASED OR RENTAL UNITS

An Owner may lease his unit. Leases must be for a term of at least one year, 12 months, and may not be for less than the entire unit.

All leases must subject tenants to the Rules and Regulations. Owners will be liable for fines incurred by their tenants. The owners are responsible for ensuring that their tenants have read and understood these Rules and Regulations.

The owner must report the names and phone numbers of the tenants to the Management Company each time the unit is leased.

SATELLITE DISHES

PETS

Pets must be controlled at all times by their owners. A violation of any portion of this section of the Rules and Regulations shall be deemed a "pet violation." More than one pet violation, regardless of its type, constitutes a second, third or fourth pet violation. The owner is responsible for the problems created by pets of tenants and guests as well as his own pets. Owners and tenants must comply with all of the following:

1. All pets must be controlled at all times. Pets must be on a hand-held leash or carried when on the General Common Elements.
2. Pets may not be allowed to bark, howl, or whine or make other noises so that other residents are disturbed.
3. All owners, tenants, guests, and visitors must ensure that any and all of their pet's waste, including, but not limited to, urination and defecation on patios, porches or common elements, be immediately cleaned up and properly disposed of. Anyone walking a pet within Columbine Townhouses One must have a visible means of disposing of waste with them.

Owners will be responsible for any damage to the General or Limited Common Elements resulting from an act of their pets, including but not limited to damage to grass due to urination.

5. Pets may not be tied to the exterior of a unit in such-a way that they may reach beyond the edge of the rear concrete patio. Pets may not be tied outside the unit if the owner is not at home.
6. Pets may not be tied anywhere in the General Common Elements and may not be tied to the front porch of a unit.
7. Pet houses are not allowed on the outside of any unit.
8. No animals of any kind may be raised, bred or kept in Columbine Townhouse I for commercial purposes. A reasonable number of dogs, cats or other household pets may be kept. "Other household pets" must be approved in advance by the Board of Directors. A "reasonable number" as used in this section shall ordinarily mean no more than two (2) pets per household, provided, however that the Board may determine that a reasonable number in a particular instance may be more or less.
9. Pet food and feeding utensils may not be left outside as they attract wild or stray animals.

10. In addition to the Rules and Regulations of the Association, Owners must also comply with all city and county rules concerning pets.

PARKING

1. Cars must be parked in the car ports as much as possible. Cars belonging to residents may not be parked on the street if there is room in the car port. No parking is allowed behind car ports, or any area marked for no parking due to the fire codes. Guest parking on the west end may not be used by residents.
2. Abandoned or inoperable vehicles shall not be stored, parked, maintained or kept upon any part of the Condominium Project. All vehicles must have current license registration stickers. "Inoperable" means a vehicle has not been driven under its own propulsion or has not been moved for a period of seven (7) days or longer. "Abandoned" means a vehicle has not been moved for a period of seven (7) days or longer or if its registration stickers on the license plates have expired and not been renewed within the grace period allowed by Colorado law. Contact the management company for approval for longer periods if you will be away for an extended period of time.
3. Vehicles parked in violation of these Rules and Regulations may be towed, with or without warning, at the Owner's expense.
4. Commercial & Recreational Vehicles.
 - A. NO RV's, camper trailers, pop-up trailers, boats, boat trailers, motorcycle trailers, any kind of hauling trailer, any accessories for those types of items, horse trailers, tractors, motor homes of any kind or truck over (1) one ton may be stored or parked in the homeowners carport, guest parking or on the street with exception listed below.
 - B. The vehicles listed above may be parked on the street, carport or parking space for loading or unloading purposes only for no more than four (4) hours.

TRASH

1. Trash cans must be screened from the view of neighboring units and streets.
2. Trash and trash cans may not be left on the General Common Elements. Trash is picked up from the dumpsters only.

FIREWOOD

Firewood is to be stored in the patio and must be screened from the view of neighboring units and streets. Firewood is not to be stored on the General or Limited Common Elements around the building.

NUISANCE AND NOISE CONTROL

No noxious, offensive or unsafe activity shall be carried on in any Unit, or the General or Limited Common Elements, nor shall anything be done therein, whether willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants or which may interfere with their peaceful enjoyment of the General and Limited Common Elements for the purposes for which they were designed. No Owners and occupants shall make or permit loud, disturbing, or objectionable noises or do or permit anything to be done that will interfere with the rights, comforts or convenience of other Owners and occupants. No Owner or occupant shall play, or cause or permit to be played, any musical instrument or operate, or cause or permit to be operated, an engine, device, phonograph, television set, amplifier, radio or CD player at high volume or in any other manner that shall cause unreasonable disturbances to other Owners or occupants.

USES OF GENERAL COMMON ELEMENTS

1. An Owner's or his guests', tenants' or family members' use of the General Common Elements may be revoked if Association assessments become more than 30 days past due.
2. Personal property, including but not limited to, toys, bicycles, barbecues, and furniture, may not be left unattended in the General Common Elements. Property left unattended may be removed and disposed of by agents of Columbine Townhouse I.
3. Cars, Bikes or other vehicles, other than those required to directly perform a maintenance operation approved by the Association may not be ridden or driven on any grass or landscaped area.
4. No fireworks are allowed anywhere within the Condominium Project.
5. No climbing on any structure, including but not limited to, stair or porch railings and mail boxes is allowed.
6. No firearms or other weapons producing a projectile, may be discharged within the Condominium Project.
7. Motor vehicles must be operated safely and parked only within designated areas.
8. Tampering with mail or mail boxes is prohibited.

VIOLATION COMPLAINTS

Enforcement procedures under these Rules and Regulations may be exercised independently of any enforcement action taken by local or other governmental authorities.

If the Association incurs any expense in the enforcement of these Rules and Regulations, the violating party will be liable for costs, witness fees (expert and otherwise) and reasonable attorney's fees.

Complaints of Rule or Regulation violations must be made in writing to the Management Company, and give the following information:

Name or identity of the individual(s) committing the infraction, if known.

The address of the individual(s) committing the infraction.

The rule(s) violated and the date, time and place of the infraction.

The name, address and phone number of the person making the complaint. This information will be kept confidential.

Rules and Regulations violations committed by, and damage to the building exterior or Common Elements inflicted by the unit owner(s) , the owner's family members , tenant(s), residents(s), visitors(s) or guests are chargeable to the unit owner. The cost of the necessary repairs by the Association shall become part of that unit owner's assessment and constitutes a lien against the property.

MISCELLANEOUS

Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.

The Provisions off these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Columbine Townhouses One Association, Inc., a Colorado non-profit corporation, certifies that the foregoing was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors, and in witness thereof, the undersigned has subscribed his/her name.

President _____ Signature on file _____ Date 9/1/10