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**RULES, REGULATIONS
AND DESIGN GUIDELINES
FOR
TAMARAC HILLS**

1. PARKING

(a) Parking Rights. Whenever possible, all vehicles shall be parked within the garage. Only approved vehicles may be parked on the driveway leading to the garage. Vehicles approved for the driveway parking are: (1) any conventional passenger vehicle, and (2) a truck, or van of less than 3/4 tons in gross weight that bears no commercial advertising signs.

(b) Vehicle Requirements. All motor vehicles shall display current licenses and be maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust, emissions, appearance or immobility.

(c) On-Street Parking. Homeowners are urged to park all vehicles within their garages, or in their driveways. However, the following mandatory requirements are Association policy:

(1) No on-street parking is permitted between the hours of 12 midnight and 6 in the morning.

(2) For reasons of fire and emergency equipment access, parking at islands is discouraged at all times.

(3) For reasons of fire and emergency equipment access, street parking across the street from an existing street-parked vehicle(s) shall be avoided.

(d) Restrictions. No vehicle other than those permitted under this Section shall be parked in Tamarac Hills without prior written permission of the ARC. While an owner is making interior improvements or, with the prior approval of the ARC, is making exterior improvements to their home, reasonable parking by the contractors and others providing services to an owner shall be permitted.

(e) Nuisance. No motorized vehicle shall be driven in the complex such that it creates a nuisance by noise, speed or endangerment.

(f) Violations. The Board may assess a fine of no less than \$25.00 for each violation of this provision. Each day a violation continues shall be deemed a separate violation. In addition, the Board or its agent may have the offending vehicle towed at the owner's expense.

2. SWIMMING POOL

- (a) Pool Hours shall be from 7:00 a.m. to 10:00 p.m.
- (b) No lifeguard is on duty. Swim at your own risk. The Association will not be responsible for accidents or injury in connection with the use of the pool.
- (c) For the protection of children, the gate to the pool areas is to be kept locked at all times.
- (d) Sharp or breakable objects such as glass, sticks, rocks, bottle caps or bobby pins are not allowed in the pool area.
- (e) No running, unnecessary roughness, or splashing is permitted in the pool area.
- (f) Pets are not allowed in the pool area.
- (g) Individuals having open sores or bandages are not permitted in the pool.
- (h) No large inflatable devices or rafts are permitted in the pool when they would impede use by others.
- (I) All people using the pool shall wear swimming attire.
- (j) Shoulder length hair should be tied back securely while using the pool, or a swimming cap should be worn.
- (k) Only members of the Association and their duly authorized guests are permitted use of the swimming pool. (Members should not bring more than 4 guests per Lot on weekends.)
- (l) It is recommended that children under 16 be accompanied and be under the direct supervision of an Owner or designated adult.
- (m) No one may reserve the pool for private use.
- (n) Each Owner will be responsible for disposing of his own and his guests' trash and other such debris in the proper container.
- (o) The pool may not be used by residents who are not current in the Association dues.
- (p) The Board may assess a fine of no less than \$25.00 for each violation of this provision.

3. SIGNS (revised 1-9-2007)

(a) Signs saying "For Sale", equal to or less in area than 5 square feet (exclusive of separate contact name and phone number strip) are allowed to be placed in standard stake-frame holders in front of homes being offered for sale. No other signs are permitted, except as permitted by law and as depicted in (e) below.

(b) The stake-frame holder will be placed either parallel or perpendicular to the front face of the residence, in the flower beds, or on the grassed areas on the front yard.

(c) "Sold" signs are permitted for seven days.

(d) One "Open-House" or "Home For Sale" sign may be placed at each of the entrances to the association grounds. "Open House" signs may be placed no more than two days prior to the event. If more than one Realtor is having an open house or a home for sale, each may place his sign at each entrance. It will be the Realtors responsibility to coordinate the placing of the signs. The open house signs must be removed immediately after the completion of the open house. Small, decorous, "Open-House" signs are allowed on islands leading to the unit being offered, as long as they are removed nightly. One open-house sign may be placed adjacent to the stake-frame holder of the house being offered. The Board of Directors reserves the right during special circumstances to restrict the number of signs at the entrances to the association grounds.

(e) Burglar alarm signs greater than 7"x7" are not to be visible from the street, either in frames or in windows. No sight line restrictions are placed on the display of smaller signs.

(f) All signs must be decorous, and use proper language.

(g) Signs not in conformance with this sign code will be confiscated. Such signs may be reclaimed at the property management office. After two weeks, the signs are subject to disposal.

(i) The Unit Owner is responsible to ensure that their Agent complies with these rules, and the Unit Owner is subject to fine for violations of these rules. The Board may assess a fine of not less than \$100.00 for each violation of this provision. Each day a violation continues shall be deemed a separate violation.

4. GARAGE SALES

No garage or yard sales are allowed. The Board may assess a find of not less than \$100.00 each day a garage sale continues.

5. TENNIS COURT

- (a) A sign-up board is provided for your use in reserving the court. Please sign your name and unit number.
- (b) A reserved court will be considered forfeited at ten minutes after the hour if not in use.
- (c) The court is to be relinquished on the hour regardless of when playing begins.
- (d) You may reserve a court for one hour at a time on weekends and holidays. Two or more residents playing on the same court may reserve one court for two consecutive hours on weekends and holidays.
- (e) Courts not reserved by sign up can be claimed by any resident by being present. The leaving of equipment or personal possessions on or by a court does not constitute reserving a court.
- (f) At all times, guests will be allowed to play only when playing with a resident. Owners are responsible for the conduct of their guests.
- (g) All persons using the court do so at their own risk. The Association will not be responsible for any accident or injury in connection with such use.
- (h) Tennis shoes are required on the courts at all times.
- (i) Pets are not allowed on the court.
- (j) Loud or abusive language is not permitted. Owners must be considerate of neighbors when playing, especially during evening hours. Displays of temper, such as throwing a tennis racket on the playing surface, are not permitted.
- (k) Roller skates, roller blades and/or skateboards are not allowed on the court.
- (l) The court may not be used by residents who are not current in their Association fees.
- (m) The Board may assess a fine of not less than \$25.00 for each violation of this provision.

6. PET RULES

- (a) Leashes. Pets must be carried or restrained by a leash when outside a home or off of the Owner's lot. Pets, including dogs and cats, shall not be allowed to roam unrestrained in the Community or on any Common Areas. Pets may not be tied up and left

unattended outside the fenced area of the Residence.

- (b) Clean Up. Pet Owners must pick up and police after their pets.
 - (c) Control. Pets must be kept under control at all times.
 - (d) No Commercial Purposes. Pets may not be maintained for commercial purposes.
 - (e) Fines. The Board may assess a fine of not less than \$25.00 for each violation of this provision. Each day a violation continues shall be deemed a separate violation.
7. **LEASES** The term “lease” shall include any agreement for the leasing or rental of a Lot, including without limitation, a month-to-month rental. Any Owner shall have the right to lease his Lot under the following conditions.
- (a) All leases shall be in writing; and
 - (b) All leases shall provide that the terms of the lease and the lessee’s occupancy of the Lot shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and these Rules, Regulations and Design Guidelines of the Association, and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease; and
 - (c) No lease shall be for less than thirty (30) days; and
 - (d) All Owners must provide the Association, or the Manager if one has been hired, with a copy of the lease; and
 - (e) All Owners are responsible for payment of any fines levied against a Lot occupied by a tenant.

8. **PROPER USE OF COMMON ELEMENTS**

Common Areas shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Area or interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common Areas.

9. **DESIGN GUIDELINES**

- (a) Introduction.

The following Design Guidelines (“DG”) have been prepared to ensure that the goals and

vision are realized for the properties in the Planned Community known as Tamarac Hills. The DG are not intended to supersede applicable Federal, Colorado, or Denver codes or ordinances or development plans applicable to the Community. All structures will conform to all applicable building codes and ordinances. Approval by the Architectural Review Committee ("ARC") does not constitute or imply compliance with such codes and ordinances. The DG are recommended by the ARC to the Board of Directors and adopted by the Board. No alterations, additions, or improvements may be made to a Property without the prior written consent of the ARC established by the Declaration.

(b) Site Planning and Design.

Need for Proper Design: Due to the expansive nature of the soils at Tamarac Hills, certain precautions should be taken to adequately protect the improvements from damage caused by excessive watering and improper drainage. One of the major causes of damage to homes in the Denver area is poorly planned landscaping. Location and types of trees, shrubs, sod and their respective means of obtaining water is critical to the protection of your home, and that of your neighbor.

Responsibility of Your Neighbor: Many of our homes are zero-lot-line homes. Note that as (1) the drainage of surface water into the backfill against the foundation of a home can cause soil expansion and foundation heaval, (2) that with the zero-lot-line homes, the soil over the neighbor's foundation is on your property, and (3) you are responsible for the drainage on your property, therefore, you are responsible for the proper protection of your neighbor's foundation.

(c) Roofs. (revised 8-11-2009)

All roofs shall be of material, color and texture approved by the ARC or Board. The following options of roof replacement and repair are preferred:

(i) Repair of existing cedar shake roofs with cedar shake shingles made of the same or better grade quality as presently installed;

(ii) Replacement with roof tile or equivalent roof material, in a color similar to aged cedar shake shingles. Submission of plans and specifications for roof replacement with such material shall include an engineering report indicating such roof material is appropriate for the subject structure;

(iii) Replacement with CertainTeed's: Presidential TL Ultimate Shake in color: Autumn Blend.

(d) Landscaping and Design.

All placement and replacement of any landscaping materials over which the Association

has a maintenance responsibility shall be done by a professional under contract with the Association, or as otherwise approved by the Board. For materials which die or deteriorate of natural causes, the Association may be responsible for replacement of the materials within two (2) years of its death. The kind, size and location of replacement materials are at the discretion of the Board. In the event any material due to the abuse by an Owners, his family, guests or tenants, then the Association will replace the materials at the expense of the Owner.

In the event the Owner wishes to have the replacement materials be of a kind, size or location selected by the Owners, and if the Owner has obtained ARC approval for the change, then the extra cost, of the acquisition and planning of the alternate material shall be borne by the Owner.

If an Owner wishes to have materials planted beyond that existing at the time of original purchase of his unit, then the Owner must obtain ARC approval for the change, and the full cost of purchasing and planning shall be borne solely by the Owner. If the plant materials should die, the Owner must replace them within 1 year. If the Owner does not do so, the Association may replace the materials with similar materials at the Owner's expense, which expense shall be levied as a charge against the Owner's lot.

(e) Site Drainage and Grading.

All structures and landscape elements shall be placed on the property so that the existing topography shall be disturbed as little as possible. Finish grading shall be such as to prevent ponding or washing of water on the site and on adjacent property. Drainage shall be away from structures. Newly graded areas shall be protected against erosion. Owners are encouraged to utilized soil engineers and landscape professionals to help ensure proper drainage in maintained. Retaining walls must not divert ground water onto adjoining properties or adversely affect existing draining patters.

(f) Down spouts.

If the law or flowers next to the wall of a house are saturated, or if the roof Down spouts are allowed to discharge within 5 feet of the house, the water may drain down into the deep soil and cause the soil under the home to heave. Down spouts must be kept in the down position so that they will discharge away from the house. Be sure to fold the Down spouts back down after mowing the law. If the maintenance people forget to do it, lower the, but be sure also to call it to the attention of the Property Manager so that they can remind the maintenance people of its importance.

(g) Design Review and Approval Procedure.

(i) Submission of Plans by Owners

Plans and specifications for landscaping, additions, to properties or other improvements requiring the prior approval of the ARC will be submitted by Owners to the ARC as specified in the Declaration and according to the following submittal and review procedures. The ARC shall conduct a review during a meeting and is to respond in writing within no later than forty-five (45) days after receipt of a complete application, including receipt of a review fee if one is required by the ARC. If the ARC fails to render a decision within 45 days of receipt of a complete application, the application shall be deemed approved. The ARC reserves the right to waive or vary any of the procedures or guidelines set forth in these DG as its discretion for good cause shown. All decisions of the ARC may be appealed to the Board of Directors within 45 days of the ARC's determination. Construction work on any structure or building shall not commence before 7:00 a.m. or continue after 7:00 p.m.

(ii) Non-liability of the ARC and Declarant.

Neither the ARC nor the Association, or their respective successors or assigns, shall be liable in damages to anyone submitting plans. This exemption from liability for any reason, including mistake in judgment, negligence or nonfeasance. Every Owner or other person who submits plans to the ARC for approval agrees, by submission of such plans and specifications, that he will not bring any action or suit against the ARC or the Association to recover damages.

(iii) Enforcement.

These DG may be enforced by the ARC, the Association, or any Owner as provided in the Declaration and there Rules. The Board may assess a reasonable fine for a violation of the DG. In addition, the Board or ARC may avail itself of all other legal or equitable remedies available to it.

(h) Amendments.

The Board of Directors shall have the right to amend and modify these DG any time in it sole discretion. Copies of all modifications or amendments may be sent to each Owner of record within thirty (30) days after their adoption, or maybe held by the ARC or the Association for distribution upon request.

10. COMPLIANCE WITH LAW

No immoral, improper, offensive or unlawful use may be made of a home or Property. Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and with all local ordinances, rules and regulations. The violating Owner shall hold the association and other Owners harmless from all fines, penalties, costs and prosecutions for any violation or noncompliance.

11. COLLECTION PROCEDURES

The Association has adopted the following procedures and policies for the collection of assessments and other charges of the Association.

(a) Due Dates. The annual assessment as determined by the Association and as allowed for in the Declaration and Bylaws shall be due and payable on the 1st day of each month. Assessments or other charges not paid to the Association by the 10th day of each month in which they are due shall be considered past due and delinquent.

(b) Late Charges Imposed on Delinquent Installments. An assessment shall be past due and delinquent if not paid by the 10th day of the month in which it is due. The Association shall impose a late charge of not less than ten dollars (\$10.00) and assess interest at the rate of eighteen percent (18%) per annum on the outstanding or past due balance then due the Association. The late charge shall be a “common expense” for each Owner who fails to timely pay their assessment.

The late charge shall be the personal obligation of the Owners(s) of the Property for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

(c) Return Check Charges. In addition to any and all charges imposed under the Declaration, Bylaws, the Rules and Regulations or any guidelines of the Association, a twenty-five (\$25.00) fee or other amount deemed appropriate by the Board of Directors shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to, insufficient funds. This returned check charge shall be a “common expense” for each Owner who tenders payment by check or other instrument which is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.

(d) Attorney Fees on Delinquent Accounts. As an additional expense permitted under the Declaration and Bylaws, the Association shall be entitled to recover its reasonable attorney fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner. The reasonable attorney fees incurred by the Association shall be entitled to all additional remedies as may be provided by applicable law.

(e) Collection Letters.

(i) After an assessment or other charge due the Association becomes thirty (30) days past due, the Association may cause, but shall not be required to, send a “late notice” to

the Owner who is delinquent in payment.

(ii) If payment in full is not received within twenty (20) days, the Association may, but shall not be required to, send a "Notice of Intent to Lien" to the Owner. The Association may simultaneously send a copy of the notice to the mortgagee of the Owner.

(f) Use of Certified Mail/Regular Mail. In the event the Association shall cause a collection or demand letter or notices to be sent a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail

(g) Liens. The Association may file a Notice of Lien against the property of any delinquent Owner in accordance with the terms and provision of the Declaration, and Bylaws. A copy of the record Notice of Lien may be mailed to the Owner and to the mortgage lender with a request that the lender send a letter to the delinquent Owner advising the Owner of the lender's option to accelerate the mortgage debt.

(h) Referral of Delinquent Accounts to Attorneys. The Association may, but shall not be required to, refer delinquent accounts to its attorney for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. All payment plans involving accounts referred to an attorney for collection shall be set up and monitored through the attorney with Board approval.

(i) Referral of Delinquent Accounts to Collection Agencies. The Association may, but shall not be required to, refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

(j) Judicial Foreclosure. The Association may choose to foreclose on it lien in lieu of, or in addition to, suing an Owner in court for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

(k) Waivers. The Association may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or person representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

(l) Ongoing Evaluation. Nothing in this provision shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and

procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

12. POLICIES AND PROCEDURES FOR FINES

Notice shall be provided to the applicable Owner as soon as reasonably practicable following discovery by the Board of a violation for which the Board desires to impose a fine. Fines may only be assessed upon such notice and an opportunity for the Owner to have a hearing before the Board.. Notice and the opportunity for a hearing before a fine is imposed are required by state statute. All fine assessments shall be due and payable immediately upon imposition and notice of such fine. The Board may also, as its option, provide a copy of such notice to any non-Owner violator. The notice shall describe the nature of the violation. All Owners are responsible for violations of these rules by their family, guests, and tenants. In addition to the fines set forth in these rules, for repeated violations, the Board may in its discretion impose additional penalties. In addition to the imposition of fines, the Board, the ARC or an Owner may also seek other legal remedies available to it under applicable law.

13. APPLICATION OF PAYMENTS MADE TO THE ASSOCIATION

The Association reserves the right to apply any and all payments received on an account of any Owner or the Owner's property to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late fees, return check charges, lien fees, and interest owing or incurred with respect to such Owner pursuant to the Declaration, Bylaws, Rules and Regulations of the Association prior to application of the payment to the special or general assessments due or to become due with respect to such Owner.

14. ENFORCEMENT AND ATTORNEY'S FEES

It is hereby declared to be the intention of the Association to enforce the provisions of the Governing Documents by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all attorney fees, Association expenses and costs incurred by the Association in connection therewith.

15. MODIFICATION, AMENDMENTS, REPEAL AND RE-ENACTMENT

Notwithstanding anything to the contrary contained in there Rules and Regulations, the Association hereby reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.

16. MISCELLANEOUS

- (a) 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.

(b) The provisions of 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 provision, which provision shall remain in full force and effect.

(c) 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.

(d) The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

17. ADOPTION

The foregoing Rules and Regulations and Design Guidelines are adopted by the Board of Directors of Tamarac Hills this _____ day of _____, _____.
