

RULES AND REGULATIONS FOR THE WOODBRIIDGE TOWNHOME ASSOCIATION

THE WOODBRIDGE TOWNHOME ASSOCIATION, a Colorado non-profit corporation (the Association), by virtue of authority provided in the Declaration of Covenants, Conditions and Restrictions (the Declaration) for the Woodbridge Townhome Association and in the Articles of Incorporation and Bylaws of the Association, does hereby publish and declare the following as Rules and Regulations respecting all of the properties now and hereafter subjected to the Declaration and all Townhomes and improvements thereon (the Townhomes Project), and occupancy by owners, tenants, guests and invitees of the Lots, the Townhomes and the Common Area.

1. Purpose. These rules and regulations are made for the purposes of promoting the best interests of owners and occupants, of Townhomes in the Townhomes Project, to secure full, fair and safe utilization and enjoyment of the Townhomes Project by such owners and occupants, to protect and enhance the property values of the Lots and Townhomes, to protect persons and property against injury or damage, and in general to promote the health, safety, and general welfare of the owners and occupants and to make the Woodbridge Townhomes a pleasant place in which to live.
2. Applicability. These rules and regulations are applicable to owners, tenants, guests and invitees of owners, and shall be deemed in addition to, and not in lieu of, all applicable provisions of the Declaration, Articles of Incorporation, and Bylaws, which shall control in the event of any inconsistency with these provisions. Each owner is responsible and liable for the acts or omissions of such owner's tenants, guests and invitees respecting compliance with these rules and regulations. The Association or its manager or managing agent will make reasonable efforts to warn owners, tenants, and guests of infractions of these rules and regulations, but failure to so warn shall not be an excuse for or defense of such infraction.

Where these rules and regulations provide for liquidated damage sums in favor of the Association for specific violations, such failure by an owner or his guests, tenants, or invitees to comply with such applicable rules and regulations shall cause, at the option of the Association and on notice to the owner, such liquidated damage sum to be a special assessment against such owner's Lot and Townhome, for which the Association shall have lien and collection rights specified in Article IX, Section 1, Sub Paragraph (b) of the Declaration. Therefore, in all cases, an owner is liable for all liquidated damage assessments for violations of these rules and regulations by such owner and by the guests, tenants, and invitees of such owner. Association reserves all remedies for collection of such liquidated damage assessments as are specified in Article IX, Section 1, Sub Paragraph (b) of the

owner's Lot and Townhome.

3. Tenants and Guests. An owner who rents his Townhome to a tenant or guest is required to advise the Association or its manager or managing agent in writing, owner shall also be required to provide a copy of the Rules & Regulations to his tenants or guests, so that the Association may be better able to prevent or correct violations of these rules and regulations. If an owner executes a rental management agreement respecting his Townhome, the owner shall promptly provide a copy of such lease to the managing agent.

4. General Rules and Regulations.

- A. Those portions of each Lot or Common Area utilized for ingress to and egress from the Townhome including, without limitation, exterior walkways and driveways, shall not be obstructed or used for any purposes other than for ingress to and egress from the Townhome, nor shall the same be utilized for the storage or placement of furniture, articles or pets, including, without limitation, plants, boxes, bicycles, baby carriages, etc. No motor homes, boats, camper trailers, horse trailers, utility trailers or trailers of any sort, other personal property, of whatever size, shall be stored at any locations on the Common Area or Lot, except for storage within the garage.
- B. No owner or occupant shall make or permit any disturbing noises to be made in any Townhome by himself, his family, guests, tenants, or other invitees, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of neighboring owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder, stereo or the like in the Common Area or the Townhome, between the hours of 10:00 PM and the following 8:00 am, if the same shall disturb or annoy neighboring owners or occupants. Any noise complaint received between 10 PM and the following 8 AM shall be subject to a fine of \$100.00 per occurrence, without any prior warning.
- C. Owners and occupants shall not be allowed to put any identifying sign on the exterior of any Townhome, except for a small name or identification sign on the door of the Townhome owned or occupied by such owner or occupant. Owners and occupants shall not paint or varnish any part of the exteriors of Townhomes, since that responsibility lies within the Association.
- D. Children shall not be permitted to loiter or play unattended on the parking areas or other common areas, except on the grounds or areas designated by the Association for use and play by children.
- E. Nothing shall be thrown or emptied by the owners, or their family, guest, tenants, or invitees, out of the windows or doors, or in the common areas, nor shall anything be hung outside of the windows or on balconies, decks or patios so as to be visibly obtrusive, from an exterior view of the

building. Nothing may be stored on or hung from balconies, decks or patios that would be visibly obtrusive from all exterior views of the buildings.

- F. With respect to pets, no pets other than dogs and cats shall be allowed under any circumstances. A tenant of any Townhome shall not be allowed to keep or maintain any pets, including dogs or cats. An owner of a Townhome, while such owner is occupying the same may keep and maintain one cat or dog, provided that (i) such pet is kept under close control, (ii) such pet does not infringe upon the use and enjoyment by occupants of other adjacent Townhomes, and (iii) such owner promptly cleans any mess created by such pet on the common elements. No pet shall be allowed to be chained to or otherwise attached to any common or limited element. No animals may be left unattended in the common area. If there is a violation of this provision, the owner shall be liable to the Association for liquidated damage assessments as provided in paragraph 6 herein. The written complaint to the Association's Board of Directors by owners of any two Townhomes in the Townhome Project, setting forth in detail the violation of these provisions by another Owner or tenant, shall require such Board to assess such liquidated damage assessments after prompt notice and hearing on such complaints.
- G. Trash and refuse shall not be stored or kept on any Common Area or outside of any Townhome. Each owner, tenant and guest is responsible for placing trash and refuse in tied plastic bags in the trash collection container or containers as provided by the Association.
- H. Only gas grills will be authorized to be used for outdoor cooking, to be only on the rear deck of the Townhome. There shall be no outdoor cooking allowed in the front of the Townhomes, except in areas designated by the Association.
- I. Water shall not be left running for any unreasonable or unnecessary length of time in any of the Townhomes or in any of the Common Area.
- J. No owner or occupant shall interfere in any manner with any portion of central utility lines appurtenances running underneath a Townhome or through any party wall or roof structure or the fireplace flues.
- K. No outside window shades, awnings or window guards shall be installed or used except as shall be approved in advance by the Association. No signs, posters or advertisements of any kind shall be placed in the interior or exterior surfaces or common elements without the prior written approval of the Association.
- L. No antennae, aerial, outside wiring, exterior vented air conditioning, or similar connection or installation shall be installed by owners or occupants outside or on the roof of Townhome. Any such antenna, aerial or wiring erected on the roof or exterior walls of any Townhome without the prior written consent of the Association may be removed without notice.

M. Unless the Association gives advance written consent in each and every instance, owners and occupants shall not install or operate in the Units any machinery, or equipment (other than kitchen appliances and washing machines or dryers), or use any illumination other than electric light, or use or permit to be brought into any building any inflammable oils or fluid, or other explosives, or articles deemed hazardous to life, limb or property. **Under no circumstance shall wood burning stoves be utilized within the Townhome after December 31, 2001.**

N. The manager or managing agent shall retain a pass key to each unit, for the purpose of obtaining reasonable access for maintenance of the limited or common element for emergency purposes. In the event that a manager or managing agent is not contracted, the Directors of the Association shall have the same authority. No owner or occupant shall alter any lock or install a new lock on any door leading into the Townhome of such owner without the prior consent of the Association. If such consent is given, the owner or occupant shall provide the Association with a key for use by it or its manager or managing agent.

5. Parking Area Regulations. In an effort to eliminate parking concerns and to identify the procedures to be used for such, listed below is the approved guidelines for vehicle parking.

A. Park vehicles only in designated areas, each Townhome is designated three (3) parking spaces; one within the confines of each garage, one directly outside each garage and one assigned space in the auxiliary parking area. The auxiliary parking spaces have been marked with the unit numbers, those vehicles parked in the auxiliary space are required to display a parking permit marked with their unit number.

B. If a vehicle is parked in another Townhomes parking space without that Townhomes expressed permission, the Townhome owner or occupant should contact the Associations manager or managing agents office, or if after hours, the security company. The management and/or their agent will investigate and if it is determined that a violation exists, the reporting party will then sign a violation form authorizing that the vehicle is either to be towed or a parking violation sticker is to be posted on the vehicle. If after three (3) hours the vehicle is still parked illegally and a follow up call is received, the published towing company will be contacted and the vehicle towed at the owners expense.

C. Prior arrangements must be made with the owner or occupant of adjacent Townhome units if the need for additional parking spaces are required for a guest(s). The Association reserves the right to remove vehicles that are abandoned, improperly parked or left in another owners or occupants parking space, at the expense of the vehicles owner. In the event other fees are incurred, if the vehicle owner is

owner. In the event other fees are incurred, if the vehicle owner is known, the same will be assessed in addition to fines as allowed by the Associations Rules & Regulations to the offending unit owner.

D. Vehicles shall not be parked on the public roadways adjacent to the Townhomes Project. During the winter months, the Association or its manager or managing agent may impose reasonable limitations or restrictions on parking in the parking areas to accommodate snow removal. Vehicles shall not be parked in area designated as **No Parking Area**.

6. **Liquidated Damages**. For each and every violation or infraction of any rule or regulation specified in paragraph 4 and 5 above, the liquidated damage sum which may be assessed by the Association on written notice to the owner shall be \$50.00, for the first offense, and where a violation or infraction is a continuing one, that amount will double to \$100.00, until such violation or infraction has been cured. **Any noise complaint received between the hours of 10:00 PM and the following 8:00 AM by either the Security Company or the Managing Agent shall be subject to a \$100.00 fine.** The Association shall promptly notify the owner of a Townhome in writing of the assessment of any liquidated damage sum, and such assessment shall be promptly paid by such owner.

Revised 8/31/01