

**Rules and Regulations of
Fountain Greens Homeowners Association, Inc.**

Draft, June 2004

The following Rules and Regulations were adopted by the Board of Directors of the Fountain Greens Homeowners Association, Inc. as specifically authorized in Article IV Section 3(d) of the Declarations and Article IX Section 1(d) of the Bylaws of the Association and may be added to, amended, or repealed at any time by the Board. They are designed to help accomplish three purposes: 1) to protect the integrity and condition of the entire Fountain Greens common interest community and thereby protect each owner's investment, 2) to provide a safe and pleasant living and working environment for all owners and tenants and 3) to supplement and clarify the Declaration of Fountain Greens.

Under the terms of the Declarations, Bylaws, and these Rules and Regulations, owners shall be held responsible for the actions of their household members, employees, guests, agents, and tenants. Text included in italics are direct quotes from the Declaration, Bylaws and/or the Covenants with the exact location indicated in parentheses. The Board welcomes suggestions from all Owners as to changes or additions to these Rules and Regulations. Note that rules which are quoted directly from the Declarations, Bylaws or Lot Covenants are shown in italics with paragraph references in parentheses. These rules may not be deleted or changed by the Board, but only through legally amending the Declarations. These are restated here as a service to Owners bringing all Association rules and regulations together into this one document.

Some of these rules and regulations, by the nature of the issues they address, apply only to the single family homes and lots in the Association. Sub-Associations within Fountain Greens may also have additional Covenants, Rules and Regulations. In case of a conflict between this document and those, the more restrictive covenant, rule or regulation shall prevail. If there is any question as to whether a particular rule or regulation applies to a particular unit, that question shall be decided by a vote of the Board of Directors. Some of the quoted Covenants only apply to certain Blocks in the Association, however, by their inclusion in these Rules and Regulations, the Board of Directors has adopted them to apply to all Lots in the Association.

1. Establishment of Rules and Regulations - *The Board of Directors shall have power... To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon, and to establish penalties for infractions thereof.(Bylaws - Article IX Section 1(d))*

2. Extent of Member's Easements – *The rights and easements of enjoyment created hereby shall be subject to the following:...(d)The right of the Association to prescribe reasonable rules and regulations governing use of the property, and providing rules for use by Member's families, tenants, tenants' families, and guests; and (e)The right of the Association, as provided in the Articles and Bylaws, to suspend the enjoyment rights of any Member or his family, tenant, or tenant's family for any period during which any assessment on the Member remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.(Declarations Article IV Section 3(d) and (e))*

3. Leasing - *No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this Section, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a*

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single family. (No business or profession of any nature shall be conducted on any lot or in any residence constructed thereon.) (Covenants Block3-S2)

Owners shall be prohibited from leasing their Units for a term of less than one (1) month.

4. Building Materials - *Roofs covered with asphalt shingles or with material which is metallic in appearance shall be prohibited except when specifically approved by the Architectural Control Committee; unless specifically approved by the Architectural Control Committee, exterior materials shall consist of brick, stucco, stone masonry and natural wood siding; composition materials (such as masonite) or plywood are expressly prohibited. (Covenants Block3-S3)*

5. Livestock and House Pets - *No horses, cattle, sheep, goats, pigs, rabbits, poultry, or other animals of any description shall be kept or maintained on any part of said lots except that residents may keep not more than two dogs, two cats, and litters thereof under the age of four months, or other animals which are bona fide and customary household pets so long as such pets are not kept for commercial purposes and do not make objectionable noises or otherwise constitute a nuisance or inconvenience to any the residents of adjacent property. (Covenants Block3-S4)*

All household pets shall be confined to the Owner's Lot or Unit or controlled on a leash. No dog shall be tied up outside for more than one hour at a time.

Household pets shall not be allowed to run at large within the Community, but shall at all times be under the control of such pet's Owner. Owners will be held responsible for any litter, waste, mess or damage created by their pets in the Common Elements and for any offensive or prolonged noises created by their pets. All dog waste shall be immediately cleaned up and properly disposed of.

The Owner of any animal and the Owner of any Lot or Unit where the animal is visiting or staying shall be jointly and severally personally liable and responsible for all actions of such animal and any damage or violation of this Declaration caused by such animal. The right to keep animals as household pets shall be coupled with the responsibility to pay for any damage caused by such animals, and any damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration.

The Association is specifically empowered to impound any dog, cat or other animal running at large within the Property. Upon impoundment, the owner of the dog, cat or other animal, if known, shall be notified and the animal shall be taken to the nearest facility which accepts impounded dogs, cats or other animals. It is the duty of the owner of such dog, cat or other animal to recover the animal from such facility and if the animal is not recovered by the owner in accordance with the rules and regulations of such facility, the facility may destroy the animal without liability.

Nothing in this Section shall prohibit or limit the use of qualified service animals as permitted or required under federal, state, or local law, including but not limited to the "Americans With Disabilities Act," or the "Fair Housing Amendments Act."

The Board shall have the right and authority to determine in its sole discretion that household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Section. The Board shall take such action or actions as it deems reasonable necessary to correct the violation to include, after notice and an opportunity for a hearing, directing permanent removal of the pet or pets from the Community.

6. Temporary Structures – *No temporary house, trailer, tent, garage or out-building shall be placed or erected upon any part of said lots, and no residence placed or erected on any lot shall be occupied in any manner at any time prior to its being fully completed in accordance with approved plans as herein set forth; provided, however, that during the actual construction or alteration of a building on any lot, necessary temporary buildings may be erected and maintained by the person doing such work. The work of construction, altering, or remodeling any building or any part of the property shall be prosecuted diligently from the commencement thereof until the completion thereof. (Covenants Block3-S5)*

7. Parking - *There shall be constructed on each lot, at time of construction of the principal residence, and kept in place thereafter, paved off-street parking space (which may be a driveway on the lot) sufficient for two cars in addition to the space in the garage or carport. No vehicles shall be parked on any lot except on the paved areas. Vehicles shall not be parked on any common driveway or private street. (Covenants Block3-S6)*

Personal property storage in each Garage shall be limited so as to enable the intended number of motor vehicles to be stored in each such Garage.

An illegally parked vehicle is subject to towing and impounding in accordance with Boulder County ordinances. Parking is expressly prohibited on any grass or landscaped area.

Large vehicles such as boats, campers, trailers or trucks shall not be maintained, stored or parked on any lot. Abandoned or inoperable vehicles of any kind are prohibited on any lot unless they are stored inside a garage. An abandoned or inoperable vehicle shall mean any vehicle which is not capable of being driven under its own propulsion or does not have current registration.

8. Building Setbacks - *Every building, structure, or other improvements other than a wall or fence, which is erected or placed upon any lot (including uncovered terraces and steps) shall be located on the lot in accordance with the specifications shown on the site plans filed with the Boulder County Planning Department. In addition, all single family homes shall have setbacks as follows:*

{a) Front Yard Setbacks: Not less than 10 feet from the edge of any street. Corner lots fronting on two streets shall be considered as having two street lot lines and the setbacks shall not be less than 10 feet from the front street lot line and 10 feet from the side street lot line. However, the front of a garage shall not be less than 25 feet from the edge of any street abutting the front of the lot on which such garage is situate.

{b) Rear Yard Setbacks: None.

{c) Side Yard Setbacks: No setback is required. However, houses must be no less than 10 feet apart.

Roofs may overhang the setback requirements by not more than three feet.

The Architectural Control Committee may grant reasonable exceptions to the setback requirements hereinabove set forth(Covenants Block3-S7) and all existing, approved structures shall be assumed to be in compliance with this Section.

9. Fences and Exterior Walls - *The Declarant intends that the views over the lots in the Blocks subject hereto will be generally unobstructed by high fences or walls. Therefore, no fence or wall shall be constructed on any lot without the prior written consent of the Architectural Control Committee. The Architectural Control Committee, as a general rule, shall refuse permission for boundary fences and walls which would obstruct views, but shall, as a general rule, be receptive to granting permission for privacy fences or walls, screening patios, outdoor eating areas, and the like, which encompass substantially less than all of a rear, side, or front yard. For purposes of this*

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Section, hedges shall be considered to be the same as fences and subject to the same restrictions. (The term "wall" as used in this Section shall not include the walls of a house or garage, but rather shall mean walls which are free standing and intended to enclose or screen areas outside the house or garage.) (Covenants Block3-S8)

10. Signs, Nuisances and Utilities - *No advertising or signs of any character shall be erected, placed, permitted or maintained on any lot other than a name plate of the occupant and a street number and except for a "for sale" or "for rent" sign not exceeding the size permitted in residential areas in the City of Boulder. Elevated tanks of any kind shall not be erected, placed or permitted upon any part of said property without prior written consent of the Architectural Control Committee, except that such tanks may be placed on any lot for use in connection with construction of a building thereon. Any tanks for use in connection with any residence constructed on said property, including tanks for the storage of gas, or oil, will ordinarily be required to be below ground. All types of refrigerating, cooling or heating apparatus must be concealed in a manner which has the prior written approval of the Architectural Control Committee. Large objects such as boats, campers, trailers or trucks shall not be maintained, stored or parked on said lots: No garbage or trash cans or receptacles shall be maintained in such a manner that they are exposed to the view of passersby in a public or private street. All aerial masts, radio and television antennae mounted on the exterior of a structure are prohibited except with the written consent of the Architectural Control Committee and the interior mounting of such objects will be preferred. NO overhead utility lines shall be installed or maintained on any portion of the lots covered by these restrictions except that during the construction of a residence the contractor or builder may install a temporary overhead utility line which shall be promptly removed upon completion of construction. (Covenants Block3-S9)*

All satellite dishes and devices or facilities to transmit or receive electronic signals, radio or television waves are subject to Rules and guidelines adopted by the Board in conformance with applicable federal law.

11. Trash and Vegetation - *Each lot at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber or other building materials shall be permitted to remain exposed upon .any lot so they are visible from any neighboring lot, street, or golf course except as necessary during the period of construction. In the event any structure is destroyed either wholly or partially by fire or any other casualty, said structure shall be promptly rebuilt or remodeled to conform to this declaration or all remaining portions of the structure, including the foundations, and all debris shall be promptly removed from the property. Each occupied lot shall at all times be kept clear of weeds and other unsightly growth, and any and all landscaping that becomes objectionable shall, upon demand by the Architectural Control Committee, be removed forthwith by the property owner. Vacant lots shall be maintained by the owners thereof clear of heavy and unsightly vegetation that would otherwise interfere with other owners' landscaping and use of the common areas adjoining properties. After a residence has been constructed on any lot and occupied, the remaining unpaved portion of the lot shall promptly be planted to grass or other vegetation or covered with decorative materials, and maintained in that condition, so as to prevent the blowing of dust and dirt from the exposed soil. (Covenants Block3-S10)*

12. Resubdivision of Lots - *No lot or lots shall be subdivided, except for the purpose of combining portions with an adjoining lot, provided that no additional building site is created thereby. Any ownership or single holding by any person comprising the whole of one lot and part or parts of one or more adjoining lots shall, for all purposes of this declaration of conditions and restrictions, be deemed as constituting a single lot. Not less than one entire lot as depicted on the plats of*

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Fountain Greens shall be used as a building site without the prior written consent of the Architectural Control Committee. (Covenants Block3-S11)

13. Exterior Maintenance - *In the event an owner of a lot within the subdivision shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Architectural Control Committee, then the Architectural Control Committee...[who may refer the matter to the Fountain Greens Board of Directors, who may undertake such action as it may deem appropriate], including, but not limited to, completion by [the Association] of repairs, maintenance and restoration of the lot and the exterior of buildings and other improvements erected thereon. The cost of such maintenance, repair, and restoration shall be assessed in accordance with the authority of the Fountain Green Homeowner's Association as established by the declaration recorded at Reception No.144190 and the First Amendment thereto recorded as Reception o.250929 and any amendments recorded subsequent thereto. (Covenants Blocks4&8-S12)*

In the event that damage is done to or excessive litter is left on association properties by a homeowner, homeowner's family or guests, a homeowner's agent, contractor, employee or supplier, the association will notify the homeowner concerned to arrange for restoration of the property. In the event that such restoration is not made within 30 days, the association will make the necessary restorations and bill the homeowner. Such bills must be paid within 90 days or the association will file a lien on the property. In the case of construction, where building and addition permits have been authorized, such restoration shall be made within 30 days of completion of construction.

14. Architectural Control - *Before anyone shall commence the construction, reconstruction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, or other structure whatsoever on any lot subject hereto, there shall be submitted to the Architectural Control Committee two complete sets of plans and specifications for said improvement, the erection or alteration of which is desired, and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received written approval as herein provided. Such plans shall include plot plans showing the location on the lot or property of the wall, fence, or other structure proposed to be constructed, placed, altered, or maintained, together with the proposed color scheme for roofs and exteriors thereof. In order to avoid unnecessary hardships, it is mandatory that all lot owners contemplating such construction, or alteration, as mentioned above, should submit preliminary drawings in duplicate of such work to the Architectural Control Committee in order to obtain tentative action thereon before causing the preparation of detailed or complete drawings, plans or specifications, or incurring substantial expense in that regard. One set of preliminary plans shall be retained by the Architectural Control Committee. The Committee shall approve or disapprove plans, specifications and details within thirty days from the receipt thereof. One set of said plans and specifications and details, with the approval or disapproval endorsed thereon, shall be returned to the person submitting same, and the other copy thereof shall be retained by the Committee. The Committee shall have the right to disapprove any plans; specifications or details submitted to it as aforesaid; in the event such plans, specifications and details are not in accordance with all of the provisions of this declaration, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures, if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details-or any part thereof to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Committee, and the decisions of the Committee shall be final. Neither the Declarant nor any architect or agent of the Declarant nor any member of the Committee shall be responsible in any*

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way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications. No buildings or improvements of any kind constructed or placed upon any of said lots thereafter shall be moved without prior written approval of the Committee. (Covenants Block3-S14)

15. Exterior Lighting - *Each residence shall provide and maintain at least one gas or electric light post at or near the street property line which said light shall be operated and lighted by a photo-electric cell or other automatic device so that it will be lighted automatically during hours of darkness. The design of the light post and the amount of light emitted there from shall be approved by the Architectural Control Committee, and the requirement for such lights may be waived by the Architectural Control Committee. (Covenants Block3-S15)*

16. Immobilized Vehicles - *No vehicle, motorcycle, motorbike or similar equipment shall be parked on any lot or street adjacent thereto while it is undergoing repairs which immobilize the vehicle for a period of more than two consecutive days, unless the vehicle (or other item undergoing repairs) is within an enclosed garage during the entire period of such repairs. (Covenants Block3-S16)*

17. Pond Use - The ponds are intended for drainage control and visual enjoyment only. No swimming, boating, ice skating or fishing is permitted. **Use of the dock is prohibited.**

18. Paths - Paths through the common areas are intended for pedestrian use only. Wheeled vehicles including bicycles, scooters, roller blades, and skateboards are not permitted.

19. Use of the Common Areas - There shall be no obstruction of the Common Areas, nor shall anything be stored on any part of the Common Areas without the prior written consent of the Board of the Association, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Areas except on the prior written consent of the Board of the Association. **There is no golfing allowed in the Common Areas. Landscaping may not be changed or added to the common areas without the written approval of the Board.**

20. Restrictions on Use - Nothing shall be done or kept in any Unit or on the Common Elements or any part thereof which would result in the cancellation of the insurance of the Association or any part thereof or increase the rate of insurance on the Association or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Board of the Association. Nothing shall be done or kept in any unit or in the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body. No damage to or waste of the Common Elements or any part thereof which would be in violation of any statute, rule, ordinance, regulation, permit, or other validly imposed requirement of any governmental body shall be committed by any Owner, or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him and his invitees; provided, however, that any invitee of the Declarant shall not, under any circumstances, be deemed to be an invitee of any other Owner. No noxious, destruction, or offensive activities shall be carried on in any Unit or in the Common Elements or any part thereof nor shall anything be done therein which may be or may become an annoyance or nuisance to any Owner or any person at any time lawfully residing in the Common Interest Community..

21. Hazardous Activities . No activities shall be conducted on any Lot or within a Unit and no Improvements shall be constructed on any Lot which are or might be unsafe or hazardous to any

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person or property. Without limiting the generality of the foregoing, no firearms, archery equipment, or fireworks shall be discharged within the Common Interest Community.

22. Light, Sounds and Odors .

All exterior lights shall be shielded to reduce to the extent practicable visibility of such exterior lights from adjacent property and shall be directed downward. No mercury vapor lights shall be permitted.

No sound shall be emitted on any Lot or from any Unit which is unreasonably loud or annoying.

No odor shall be emitted on any Lot or from any Unit which is noxious or unreasonably offensive to others.

The prohibition against disturbing noises includes, but is not limited to, musical instruments, radios, televisions, power tools, or other noise-producing devices that are used in such a manner as to disturb residents of a neighboring home. Quiet hours are 10:00 P. M. to 7:00 A. M. During these hours all residents must avoid loud noises, stereos, and televisions which can be heard in neighboring homes

23 - Nuisance . No noxious, offensive, dangerous or unsafe activity shall be conducted or permitted to exist in or on the Common Interest Community, nor shall anything be done or permitted, either willfully or negligently, which is or may be or become an unreasonable annoyance or nuisance to the other Owners or Permitted Users. Habitually barking, howling or yelping dogs shall be deemed a nuisance. The use of exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices on any Lot or Unit is prohibited.

24. Registration of Owners and Tenants – Each Owner shall register Owner's mailing address and phone number(s) (home and work) with the Association. If an Owner leases Owner's unit, the name, mailing address, and phone numbers of each tenant shall also be registered with the Association within 30 days of obtaining a signed lease from each new tenant. If a management company is hired to manage property for an owner, the management company's mailing address and phone number shall be registered with the Association.

25. Storage Spaces - No large amounts of gasoline, gasohol, distillate, diesel, kerosene, naphtha, or other volatile, combustible, or explosive materials shall be stored in any garage or shed. Small amounts used for landscape equipment would be permitted.

26. Electronic Apparatuses - No radio transmitter, citizen's band radio, or other electronic equipment or apparatus shall be used on any part of the property that would disrupt normal radio or television reception for other owners.

27. Waiver of Summary Abatement. - The Declarant and the Association waives the right to use summary abatement or similar means to enforce the restrictions herein contained. Judicial proceedings must be instituted before any items of construction can be altered or demolished.

28. Complaints - Complaints regarding the management of the property or regarding the actions of another owner should be made in writing to the Board of Directors.

29. Enforcement of Rules and Regulations - The Board of Directors shall have the authority to enforce all provisions above through the levy of fines against the owner in accordance with Sections 3.15 and Section 6.08 of the Declaration of the Association. Owner and tenant (if applicable) will be notified of all violations. All fines will be subject to a late charge if not paid within

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fifteen (15) days. Late payments will be subject to an interest rate of 18% per annum. The unit will be subject to the lien rights of the Association for collection of any fine. Owners are advised to assure that their rental agreements contain provisions for payment of any such fines. Each adult resident of a unit will be held liable for all fines assessed due to violations by: their children, all minor persons residing in the adult resident's unit, guest or invitee of the adult resident or anyone residing in the unit.

First Offense: A warning letter will be sent to unit owner (and tenant).

Second Offense*: A \$25 fine may be assessed against the unit owner.

Third Offense*: A \$50 fine may be assessed against the unit owner.

Fourth and Subsequent Offenses*: A \$100 fine may be assessed against the unit owner.

*Must occur within one year of the report date of the previous violation of the same regulation.

30. Appeal of Warning/Fine - If an owner/tenant wishes to file an appeal, they must do so in writing within 10 days of the issue date of the warning notice or fine notification. They must also appear before the board at its next appeals meeting and present their appeal. If another owner/tenant is involved (i.e. filed the complaint), the Board will notify him/her of the appeal meeting, which he/she may also attend. All decisions of the Board of Directors are final.

31. Suggestions and Comments - These rules are established for your convenience and protection. If you have any suggestions for changes or improvements, please write to the Board of Directors.

**Fountain Greens Homeowners Association, Inc.
Notice of Infraction Report**

Issue Date: _____

To: _____ (resident)

_____ (unit)

CC: _____ (owner, if different than resident)

_____ (address)

From: _____ Property Manager, Fountain Greens Homeowners
HOA

Infraction: _____ (subject & document source)

Notice is hereby given that the Fountain Greens Homeowners Association (hereafter “the Association”) has received a report that the above named person(s) has/have violated the following provision of the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations:

If an above named person believes that the alleged infraction did not occur, or if he/she would like to present other information related to the infraction, he/she may request a hearing. If an above named person wishes to request a hearing, he/she must make that request to the Association President within 10 days of the “issue date” of this notice. To make this request, call the managing agent at 444-7575.

The Association Board of Directors (hereafter referred to as “the Board”) will schedule an appeals hearing upon request. Persons attending the hearing may produce any statement, evidence and witness on their behalf and relevant to the alleged infraction. If another owner/tenant is involved (i.e. filed the complaint), the Board will notify him/her of the hearing. If an above named person requesting the hearing misses their hearing, the penalty for the infraction will be enforced. If a tenant/owner filing a complaint does not attend the hearing, the penalty will be dropped.

If no hearing is requested, or if the Board at the hearing decides that the infraction has indeed occurred, the Association may proceed to protect its rights as its rights are specified under Colorado law and in the legal documents governing the property, including the recorded Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, the Rules and Regulations of the Association, and any other documents or covenants in relation to the property, or as such rights may exist by law. All decisions of the Board of Directors are final.

In this case, the penalty for the above infraction would be a fine in accordance with Section 29 of the Association Rules and Regulations. If no hearing is requested, this penalty will be assessed.

