

RULES AND REGULATIONS

THE TROUT FARM CONDOMINIUM ASSOCIATION OF BOULDER, COLORADO

Rules means the Rules and Regulations adopted by the Board of Directors for the regulation and management of the Trout Farm Condominium Community located at 2727 Folsom Street, Boulder, CO 80304, as amended from time to time. They apply to all members (owners) of the Community, which means The Trout Farm Condominium Association. The Articles of Incorporation and Bylaws along with The Condominium Declaration, shall govern the administration of The Condominium Community, the members of which shall be all of the owners of the units within The Condominium Community.

Trout Farm is an association of individuals and a community of residents with many common interests. One common interest is to maintain the highest quality of life for all residents.

REMEMBER - TO HAVE A GOOD NEIGHBOR, YOU MUST FIRST BE A GOOD NEIGHBOR.

ARTICLE ONE: PERTINENT INFORMATION

1.1 OFFICE_ The Trout Farm Condominium Association is managed by Countryside Asset Management Corporation whose address is 7490 Clubhouse Road, Suite 201, Boulder, CO 80301. Office Hours are 8:00-5:00 pm, Monday through Friday The telephone number is (303) 5300700. There is a 24-hour answering service at the same number.

1.2 MAINTENANCE of all Common Elements is provided by contract labor. Repairs inside a Unit are the responsibility of the Unit Owner and not that of the Association.

1.3 GOVERNING DOCUMENTS The Condominium Project and the Association are governed by three documents: (a) THE CONDOMINIUM DECLARATION OF THE TROUT FARM CONDOMINIUM ASSOCIATION, (b) ARTICLES OF INCORPORATION, and (c) BYLAWS OF THE TROUT FARM CONDOMINIUM ASSOCIATION OF BOULDER, COLORADO. These documents, as well as Budgets and other Association-related documents are kept on file at the office of the Management Company and are available for your inspection and copying in accordance with ARTICLE TEN of the Association's Bylaws.

1.4 ANNUAL MEETING The annual meetings of the Association shall be held each year on such date as shall be selected by the Board of Directors. At such meetings, the Members shall transact such business of the Association as shall properly come before the meeting, including election of members of the Board whose terms are expiring. Your Board of Directors encourages all residents to become involved in and with Trout Farm. Attend Annual Meetings and Board Meetings and serve on various committees that advise the Board. Information on these committees is available from the Board members or the Management Company. Only through active resident participation can your Association be responsive to your needs and wishes. This will make Trout Farm a sound investment, as well as a pleasant and enjoyable place to live.

ARTICLE TWO: COMMON ELEMENT REPAIRS

Owners should submit requests for repairs of the Common Elements to the Board through the Management Company.

ARTICLE THREE: DEFINITIONS

Terms used in these Rules and Regulations have the same meaning in these Rules and Regulation as such terms have in the Condominium Declaration of the Trout Farm Condominiums.

ARTICLE FOUR: GENERAL RULES

4.1 These Rules and Regulations, the Declaration, the Articles and Bylaws shall be enforced by the Board of Directors, and Fines and Individual Assessments for infractions may be levied in accordance with the Declaration and Bylaws.

4.2 Parents are responsible for infractions committed by their children; and Owners are responsible for infractions committed by their tenants and guests.

4.3 There shall be no loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such manner as to disturb other residents. Volumes shall be appropriate between the hours of 10:00 pm to 8:00 am.

4.4 No sign of any type is allowed to be placed on the Common Elements without prior written permission from the Board of Directors.

4.5 All roadways and walkways shall be clear for emergency traffic. No cars, furniture, bicycles, barbecues, toys or other items of personal property shall be stored, left or parked on a roadway, walkway or any other place within the Common Elements.

4.6 Rugs, clothing or other household items may not be hung from any window, balcony, fence, or facade of the buildings. No clothesline of any type shall be allowed which is visible from the Common Elements, the street, or neighbor's unit. No rugs, floor mats or house hold items may be stored or placed in the common hallways.

4.7 No fireworks or firearms may be fired or discharged within the Community.

4.8 Any immoral, improper, offensive or unlawful act may be reported to the appropriate governmental authorities and will be deemed an infraction of these Rules.

4.9 No flammable, combustible or explosive fluids, chemicals or substances shall be kept within the Community except those required for normal household use.

4.10 No resident shall sweep or throw any debris onto the Common Elements.

4.11 Balconies may not be used for storage of personal property.

4.12 The Board may adopt such reasonable rules as it deems proper for the Association. A copy of said rules, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, said rules shall be in

full force and effect and shall be enforced against each Owner. It shall be the Owner's responsibility to provide the Owner's tenants with the Rules and Regulations.

4.13 There shall be no use of charcoal grills within the Community. Per the City of Boulder fire code gas grills with a propane bottle less than 2.5 pounds are permissible for individual condominium occupants. Gas grills with larger propane bottles are not permissible at Trout Farm and must be removed. Electric powered grills are also permissible under the City fire code.

4.14 No alcohol shall be allowed in Common Elements.

4.15 No smoking shall be allowed in Common Elements.

ARTICLE FIVE: PETS

5.1 No pets are Permitted except caged birds and fish within The Condominium Community.

This prohibition of dogs does not apply to dogs that assist the impaired. No tenant shall be allowed to harbor a dog unless it can be shown that the dog provides assistance for a disability.

Any Owner of a Condominium wherein the animal resides violating the provisions of this resolution will be assessed a Fine at the discretion of the Board of Directors. All costs incurred by the Association in collecting this Fine, including reasonable attorney's fees and costs, shall be properly assessed against such Owner.

It shall be the duty of the Association, and its representatives, to notify the City Animal Warden of pets found at large within the Common Elements in violation of City Ordinances.

5.2 No livestock, poultry or animals may be kept.

5.3 No animal may be leashed to any stationary object in any Common Element.

5.4 Owners will be held responsible and liable for any damage, injury or disturbance which such Owner's pet or such Owner's tenant's pet may cause.

5.5 No guest may bring a pet on property.

ARTICLE SIX: SWIMMING POOL

6.1 Daily Hours: 10:00 am - 10:00 pm

6.2 NO LIFEGUARD IS ON DUTY. ALL PERSONS SWIM AT THEIR OWN RISK.

6.3 Guests must be accompanied by a resident. Each Unit is limited to 2 guests at one time. 6.4 Pets are NOT allowed in the pool area.

6.5 No glass containers, no smoking and no alcohol are allowed or permitted in the pool area.

6.6 Persons under 16 years of age must be accompanied by an adult. All swimmers must exhibit adequate swimming skills and children who cannot swim must wear certified life preservers. Other types of floats (air mattresses, inner tubes, etc.) are not allowed in the pool.

6.7 The pool gate is to be kept latched at all times. Do not prop the pool gate and the door going out to pool area open.

6.8 Only appropriate swimwear is allowed in the pool - no cutoffs, etc.

ARTICLE SEVEN: TRASH

7.1 Trash shall be picked up on a regular schedule. All trash should be put into the trash dumpster and the area around the dumpster should be kept clean.

7.2 Bagged trash or trash cans must be kept inside the Unit if not put into the trash dumpster to be picked up.

7.3 No rubbish, garbage, trash or discarded smoking materials shall be allowed to accumulate upon the Common Elements outside of the trash dumpsters.

7.4 All trash dumpsters shall remain clear for loading/unloading for the trucks to remove garbage from the property.

ARTICLE EIGHT: VEHICLE PARKING AND TRAFFIC POLICIES

8.1 Vehicles shall be parked only in garage spaces or open parking spaces. MAXIMUM PARKING FOR OPEN PARKING SPACES FOR ALL OWNERS, TENANTS AND GUESTS WILL BE 72 HOURS

8.2 No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or garage space. Any offending vehicle is subject to towing or booting

8.3 Speed limit signs, stop signs, yield signs and no parking signs may be erected at the Board's discretion with authorization of the appropriate governmental agency.

8.4 Vehicles shall not extend beyond the marked boundaries of any parking space while parked. The front of a vehicle shall not obstruct pedestrians from walking along the sidewalks. No house trailer, camping trailer, horse trailer, camper, camper shells, boat trailer, hauling trailer, boat or boat accessories, truck larger than one ton, recreational vehicle or equipment, mobile home or commercial vehicle may be parked or stored anywhere within the community, even if licensed by the State of other jurisdiction as "passenger vehicles."

8.5 Parking is not permitted in front of garages, in front of garbage containers, or anywhere posted as a no parking or tow away zone.

8.6 All vehicles parked at Trout Farm must have current tags and registration and must be moved every 72 hours. MAXIMUM PARKING FOR OPEN PARKING SPACES FOR ALL OWNERS, TENANTS AND GUESTS WILL BE 72 HOURS.

Exemptions can be obtained twice per year per residential unit. To obtain an exemption, use the following instructions:

- 1) Provide in writing to Countryside Asset Management Corporation at 7490 Clubhouse Road, Suite 201, Boulder, CO 80301 proof of residence in a specific unit at the Trout Farm (Photocopy of Driver's License, bill from Xcel Energy, Qwest, etc.)
- 2) Provide in writing dates of requested exemption (two weeks maximum per request).
- 3) Provide in writing License Plate number of vehicle to exempt.

Countryside Asset Management will provide a parking exemption document valid for a maximum of two weeks that must be placed in the vehicle on the dash visible from the outside of the vehicle in order to effect the exemption.

8.7 Vehicles in violations of parking regulations are subject to being booted or towed at vehicle owner's expense and or being fined by the Board of Directors.

8.8 Owners of vehicles found to contaminate the concrete with any type of fluids will be responsible for the clean-up and damages. The vehicle must be repaired or parked off property.

Garage Spaces and the Use of Garage Spaces. Each Owner shall maintain the interior of his or her Garage Space in a clean and safe condition and keep the same free from litter and debris. The overall parking plan for The Condominium Community and the original development plan require the Garage Spaces to be used in such a manner so that automobiles and trucks could be parked within the garage spaces.

Therefore, any use of a Garage that does not allow an operable, state licensed and registered street legal automobile or vehicle to be parked within such space is expressly prohibited.

If you own or rent a garage, space must be provided within the garage for a vehicle at all times. You may not use the garage for storage of a vehicle, which includes non-street legal All Terrain Vehicle (ATV), Quad and Dune Buggy. Personal property may be stored in the garage as long as you also park your vehicle in the garage. Directors are granted authority to enforce the provisions of this Paragraph by the levy of Fines against the Owner in accordance with the Declaration and Rules and Regulations. All garage doors must remain closed at all times except when vehicles are entering or exiting the Garage Space.

8.9 Use of garage spaces for business purposes is prohibited.

8.10 Garage spaces must be leased with the condominium. Leasing of garage spaces to individuals not living at the Trout Farm Condominiums is not permitted.

ARTICLE NINE: DESIGN REVIEW COMMITTEE

9.1 No exterior alteration, modification or addition shall be commenced, altered, moved, removed, installed or maintained within the Project until the plans and specifications showing the nature, kind, shape, height, materials, locations and approximate cost of the same shall have been submitted to and approved in writing by the Board of Directors. The Board shall exercise its best judgment to see that all alterations, modifications and additions within the Project conform to and harmonize with existing surroundings and structure.

The Board shall approve or disapprove all requests within thirty (30) days after receipt of all documents needed. In the event the Committee fails to take any action within said 30 days, approval will be not required, and the design review shall be deemed to have been fully complied with.

9.2 Any exterior modification, alteration or addition without the written approval of the Board shall be deemed to be a violation of these rules.

9.3 Any temporary exterior holiday decorations may be displayed within 15 days before a holiday and removed within 15 days after the holiday. Christmas lights and decorations will be allowed from December 10 through January 1. All installations of exterior decorations for holiday purposes must not jeopardize the safety, welfare or convenience of the community.

9.4 In any Residence, which is located above another Residence ("stacked"), the floor shall remain carpet or vinyl as originally installed. In the event of replacement, the carpet being installed shall be of the same quality and consistency as the carpet being replaced. The installation in these Residences of flooring consisting of wood, tile or any other hard surface floor coverings is expressly prohibited without prior Board approval.

ARTICLE TEN: LEASED UNITS

10.1 Each unit leased shall be for an initial term of not less than 90 days.

10.2 Leasing of a Unit for business purposes is not permitted.

10.3 There shall be no more people residing in the Unit than are allowed by the zoning ordinances of the City of Boulder.

10.4 Any non-Owner residing in any Unit shall be subject to these Rules and Regulations in the same manner as would an Owner. Any fines or Individual Assessments incurred by non-Owner residents shall be the liability of the Owner of the Unit, and shall be assessed in accordance with the procedures specified in the Declaration and Bylaws.

10.5 The Owner is responsible for the distribution of the Rules and Regulations to such Owner's tenants.

ARTICLE ELEVEN: CLUBROOM

11.1 If a resident has 4 or more guests in the Clubroom, the management company must be contacted in advance to reserve the facility. A reservation form must be completed by the resident and turned into the management company along with \$100 damage deposit which will be returned if the Clubroom is left in a clean and damage-free condition.

All parties must be over and clean up done by 10:00 p.m. The maximum number of guests is 50. Residents are responsible for the actions of their guests at all times. No alcohol is allowed in the clubroom or common elements. No smoking is allowed in the clubroom or common elements per city ordinance. The Association is not responsible for any personal property left in the Clubroom.

In order to ensure a full damage deposit refund, the following items must be completed. Residents will need to provide their own cleaning supplies and vacuum. Residents must remove all trash and dispose of trash in dumpster bins, vacuum the carpet, wipe all countertops and sink area, wipe any spills in the refrigerator. Carpet stains will be professionally cleaned and billed to owner/resident reserving Clubroom.

ARTICLE TWELVE: COLLECTION OF DELINQUENT ASSESSMENTS

12.1 All monthly assessments are due and payable on the FIRST DAY OF EACH MONTH. Any assessments not paid within fifteen days after the due date shall be assessed a \$25 late charge and interest a rate not to exceed state mandates. Should it become necessary to file a lien on the Unit of County Court Summons and Complaint, the Owner of such Unit is responsible for all legal fees and costs.

ARTICLE THIRTEEN: ENFORCEMENT

13.1 If any action is brought in a court of law or put into arbitration as the enforcement interpretation or construction of these Rules and Regulations, the prevailing party in such action shall be entitled to reasonable attorney's fees as well as all costs incurred in the prosecution or defense of such action.

13.2 All complaints pertaining to infraction of the Rules and Regulations of Trout Farm must be in writing, addressed to the Board of Directors, c/o Countryside Asset Management Corporation, 7490 Clubhouse Road, Suite 201, Boulder, CO 80301. The complaint must include the following:

- 1) Name and identity of individual committing the infraction;
- 2) The identification of the specific violation;
- 3) The date, time and place of the infraction;
- 4) The name, address and telephone number of the person making the complaint and the complaining individual's relationship to the community.

13.3 Upon receipt of a written complaint, the Board of Directors shall conduct the Notice and Hearing Procedure in accordance with ARTICLE TEN of the Association's Bylaws. Fees may be imposed according to the following schedule:

First Offense	Written Warning
Second Offense	\$ 50.00
Third Offense	\$100.00
Fourth & Successive Offenses	\$150.00

The Offenses of the Owner, such Owner's guests and or tenant shall be the responsibility of the Owner.