

**RULES AND REGULATIONS
FOR
LAKE FRONT HOMEOWNERS ASSOCIATION, INC.**

These Rules and Regulations ("Rules") are adopted by the LAKE FRONT HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation ("Association"), pursuant to the authority set forth in Section 3.5 of the Declaration of Covenants, Conditions and Restrictions of Lake Front recorded in the real property records of the Clerk and Recorder of the City and County of Broomfield, Colorado ("Declaration").

RECITALS

WHEREAS, Section 3.5 of the Declaration authorizes the Board of Directors of the Association ("Board") to adopt rules and regulations to govern the affairs of the Association; and

WHEREAS, pursuant to the authority vested in the Board by the Declaration, the Board has promulgated the following rules and regulations for the purpose of protecting and enhancing the rights and interests of the Members of the Association who are Owners of the Lots and to preserve the property value of the Planned Community subject to the Declaration.

NOW, THEREFORE, the Board hereby establishes, makes and adopts the following rules and regulations of the Association.

**ARTICLE 1
DEFINITIONS**

All capitalized terms herein shall have the meaning provided in the Declaration, unless otherwise defined herein.

**ARTICLE 2
USE RESTRICTIONS**

2.1. Use of Lot and Planned Community. Subject to the provisions of the Declaration and the Bylaws of the Association, no part of the Planned Community shall be used for any purpose other than housing and the related common purposes for which the Planned Community was designed with respect to the Lots. Each Dwelling Unit shall be used as a residence for a single family or such other uses permitted by the Declaration or by these Rules, and for no other purpose. No Lot or other portion of the Planned Community may be used for any purpose which is unlawful or which fails to comply with these Rules which the Board may amend from time to time or which constitutes a nuisance or disrupts the reasonable use and enjoyment of the Planned Community by other Owners.

2.2 General Use Restrictions.

a. No Owner or occupant shall operate any machines, appliances, electronic devices, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or cause any damage to or overloading of any mechanical, electrical, plumbing, or any other system serving the Planned Community. So as not to disturb other Owners, there will be no loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents. Volumes shall be appropriate between the hours of 10:00 p.m. to 8:00 a.m., and at all other times, as determined by the Board.

b. Except as set forth in the Declaration, each Owner shall maintain his or her Lot and Dwelling Unit in good condition and in good order and repair, at the Owner's expense, and shall not do or allow to be done on his or her Lot or on the Common Areas anything which may increase the cost or cause the cancellation of insurance on other Dwelling Units or on the Common Areas, or increase any risk of loss to said Dwelling Units or the Common Areas. Notwithstanding the foregoing, to provide and maintain exterior harmony for all of the Lots located within the Planned Community, the Board shall maintain certain elements of each Dwelling Unit and Lot as further described in the Declaration.

No planting or gardening shall be done, and no fences, hedges or walls shall be erected upon any Lot, except such as are installed in accordance with the initial construction of the Dwelling Unit or as approved by the Design Review Committee and, as applicable, the Master Association's design review committee. If such improvements are approved for any Lot, then such improvements must be maintained, repaired and reconstructed by the Owner of the Lot benefited in a manner acceptable to the Board.

c. No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Dwelling Unit or on any Lot except as hereinafter provided in Section 2.2(d).

d. The restrictions set forth in Sections 2.1 and 2.2(c) above shall not, however, be construed in such a manner as to prohibit an Owner from: (i) maintaining his or her personal professional library in a Dwelling Unit; (ii) handling his or her personal business or professional telephone calls or correspondence from a Dwelling Unit; (iii) maintaining a computer or other office equipment within a Dwelling Unit; or (iv) utilizing administrative help or meeting with business or professional associates, clients, or customers in the Dwelling Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Section 2.1 or Section 2.2(c). Any accessory business use of a Dwelling Unit permitted by this Section 2.2(d) must be in compliance with all applicable statutes, ordinances and governmental regulations, must not have any adverse impact on the Association including but not limited to unreasonable use of the Common Areas and insurance concerns, and must be conducted in accordance with the Declaration, Bylaws, and these Rules of the Association.

2.3 Pets.

a. The Board may prohibit keeping certain breeds or kinds of dogs, cats and birds, and other pets, restrict the size of such pets, and impose conditions and restrictions upon keeping

such pets, based upon a specific determination that such type or size of pet or that more than one (1) of a particular type of pet may constitute a safety concern or nuisance to other Owners.

b. No animal of any kind may be bred or boarded for commercial purposes upon any Lot.

c. No animals shall be kept or raised upon any Lot for any commercial purpose.

d. All Owners shall immediately clean up after their pets and dispose of their pet's refuse in a suitable container as defined from time to time by the Board.

e. Pets shall not be allowed to damage grass, shrubs, trees or any other portion of the Planned Community or to become a nuisance or annoyance to others. Habitually barking or yelping dogs shall be deemed a nuisance and may be removed from the Planned Community by the Board after notice and a hearing provided to said pet's Owner. Expenses and costs incurred by the Association as a result of damage caused by any pet shall be reimbursed to the Association by the Owner of the pet responsible for causing the damage.

f. Pets shall not be allowed outside of the Owner's Dwelling Unit unless restrained by a suitable leash or enclosure and under the direct control of the pet's owner.

g. Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the Common Areas or otherwise left unattended.

h. Owners agree to comply with:

- i. Current inoculations of pets as required by applicable Department of Health guidelines; and
- ii. All other applicable governmental laws and regulations pertaining to keeping, maintaining or raising a pet.

2.4 Signs. Except to the extent in conflict with applicable law, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Planned Community except such signs as may be approved in writing by the Committee and, as applicable, the Master Association's design review committee, which may include signs indicating protection by security systems and Neighborhood Watch programs. One (1) sign advertising a Lot or Dwelling Unit for sale or for lease may be placed on such Lot or Dwelling Unit; *provided however*, that standards relating to dimensions, color, style and location of such sign shall be determined from time to time by the Committee and shall comply with the local sign codes and with all other applicable statutes, ordinances and regulations, including the Master Association Governing Documents. Notwithstanding the foregoing, signs and advertising used by Declarant in connection with development of, or construction on, a Lot shall be permissible.

Any signs not in conformance with the foregoing restrictions may be removed by or on behalf of the Association or Declarant and any damage caused by the placement and removal of

such nonconforming sign shall be paid for by the Owner responsible for the placement of such sign.

2.5 Trash.

a. No resident shall sweep or throw any debris onto the Common Areas. Owners, tenants, occupants and Guests shall keep all Common Areas free from trash. Disposition of garbage and trash shall be by the use of common trash facilities in strict accordance with the Master Association Governing Documents, rules and regulations adopted or approved by the Board from time to time, and also with any statute, ordinance or governmental regulation. Trash receptacles shall not be used for the disposal of hazardous waste or large items such as, but not limited to, building materials and large quantities of landscape materials, furniture, appliances or hot water heaters. Removal of these items from the Planned Community is the responsibility of the Owner.

b. 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 Areas.

c. The Association assumes no liability for any loss or damage to articles left or stored in any Common Area or other area.

2.6 Flammable Substances. No flammable, combustible or explosive fluids, chemicals or substances shall be kept within the Planned Community except those required for normal household use. In no case shall flammable, combustible or explosive fluids, chemicals or substances be stored in exterior patios, decks, yards, garages or carports.

2.7 Parking.

a. No vehicle may be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or parking space, nor shall any vehicle be parked on any grass, sidewalks or patios of the Planned Community, block garbage trucks from access to any dumpsters in the Planned Community, or be parked in a fire lane or designated "no parking" area.

b. No house trailer, camping trailer, horse trailer, camper, camper shells, boat trailer, hauling trailer, boat or boat accessories, truck larger than three-quarter (3/4) ton, recreational vehicle or equipment, mobile home, or similar vehicle may be parked or stored anywhere within the Planned Community unless it is parked in a garage or unless they are being actively loaded or unloaded. This applies to vehicles referred to above even if they are licensed by the State of Colorado or any other jurisdiction as "passenger vehicles". No emergency or temporary parking shall continue for more than seventy-two (72) hours.

c. Parking is not allowed on landscaped areas, lawn areas or fire lanes.

d. No abandoned, unlicensed, wrecked or inoperable vehicles of any kind shall be stored or parked within the Planned Community except in garages or except in emergencies. Any "wrecked" vehicle shall be as determined by the Board in its sole discretion. Any "abandoned or

inoperable" vehicle shall be defined as any of the vehicles listed above or any other kind of passenger vehicle which has not been driven under its own propulsion for a period of two (2) weeks or longer, or which does not have installed within it an operable propulsion system; *provide, however*, that any vehicle belonging to any Owner which is otherwise permitted will not be deemed to be abandoned while the Owner is ill or out of town so long as the Board has been notified.

e. The Board shall have the right to remove and store a vehicle in violation of this Section 2.7 after Notice and Hearing, the expenses of which shall be levied against the Owner of the vehicle as an Individual Assessment.

f. Vehicle maintenance is allowed only in the garage. Car washing is not considered vehicle maintenance.

g. Owners are encouraged to keep their garage doors closed except when in use.

h. It was the intent of Declarant in designing the overall parking plan for the Planned Community that garages be used in such a manner so that vehicles would be parked within such garages. Therefore, any use of a garage that does not allow a vehicle to be parked within such space is expressly prohibited.

2.8 Household Items. Rugs, clothing or other household items may not be hung from any window, balcony, fence, or facade of the Dwelling Units. No clothesline of any type shall be allowed which is visible from the Common Areas, the street, or any neighbor's Dwelling Unit. Patios are for the storage of standard size outdoor furniture and potted plants only. No boxes or trash may be stored on the patios. In order to provide a uniform appearance from the exterior of the Dwelling Units, no occupant shall display, store or use any articles outside the Dwelling Unit or which may be visible from the outside of his Dwelling Unit (other than draperies, curtains or shades of a customary nature and appearance with a white, off-white, light beige or wood tone), or change the paint color or decorate or adorn the outside of the Dwelling Unit, or install outside the Dwelling Unit any canopy or awning or outside radio or television antennae or other equipment (except as provided in Section 2.10 below), fixtures or items of any kind, without the prior written permission of the Committee and, as applicable, the Master Association's design review committee.

2.9 Fireworks. No fireworks or firearms may be fired or discharged within the Planned Community.

2.10 Wiring; Air Conditioning. No Owner, tenant, occupant or Guest may install exterior wiring for electrical or telephone installation or for any other purpose, nor shall any items, including but not limited to, television, cable, or radio antennae, furnace or other vent, machines or air conditioning unit vents, be installed on the exterior of the Common Areas or protrude through the walls or the roof of improvements, except as may be authorized in writing by the Board, and, as applicable, the Master Association's design review committee. Notwithstanding the foregoing, Owners may install satellite dishes and wireless cable antennas in accordance with the standards set forth in the Declaration. Written notice of the proposed size and location of the dish or antenna shall be given to the Association or the Association's Managing Agent prior to

installation. No dish, antenna or related wiring may be installed on or in any portion of the Common Areas without the prior approval of the Board.

2.11 Non-Delegation. An Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of an Owner under the Project Documents, and any such attempted assignment, delegation, transfer, surrender or avoidance shall be deemed void.

ARTICLE 3 ENFORCEMENT

3.1 Any complaint which alleges a violation of the Declaration and/or Rules shall be made in writing and shall contain substantially the same information as that set forth in the witness statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:

- a. The name, Lot number and phone number of the complaining witness.
- b. The name and Lot number of the violator.
- c. The specific details or description of the violation, including the date, time and location where the violation occurred.
- d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
- e. The signature of the complaining witness and the date on which the complaint is made.

3.2 The Owner shall be notified of the complaint and alleged violation by the Association or its duly authorized agent. If the complaint is based on conduct of the Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B ("Notice of Violation").

3.3 Any Owner charged with a violation of the Rules is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:

- a. Within seven (7) days after the Notice of Violation has been delivered to the Owner, the Owner must complete the Request for a Hearing form, which is attached to the Notice of Violation (see Exhibit B-2), and return it to the Association or its Managing Agent.
- b. If a request for a hearing is timely filed, a hearing on the complaint shall be held before the Board. The hearing shall be conducted no later than twenty-one (21) days after receipt of the Request for a Hearing, as determined by the Board. An Owner may request an expedited hearing.
- c. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. Following a hearing, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Owner and Association.

d. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as **Exhibit C**.

3.4 If no Request for a Hearing is filed within seven (7) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed at a meeting of the Board. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted.

3.5 If an Owner is found to have personally violated or is otherwise liable for a violation of the Declaration and/or Rules, the following shall occur:

a. If found to be guilty of a first violation of a given provision of the Declaration and/or Rules, the Owner shall be notified of the finding by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that if any further violations occur a Fine for the violation will be imposed. In the alternative, the Board may elect to assess a Fine.

b. If found to be guilty of a second or continuing violation of the same provision of the Declaration and/or Rules, the Owner shall be notified of the finding by the Association or its duly authorized agents. The Owner shall be assessed a Fine.

c. Where a Fine is imposed, unless expressly provided in another section of these Rules, it shall be in the amount of One Hundred and No/100 Dollars (\$100.00) for a single incident of violation of a provision of the Declaration or Rules, One Hundred Fifty and No/100 Dollars (\$150.00) for a second single incident of violation of the same provision of the Declaration or Rules, and Two Hundred and No/100 Dollars (\$200.00) for a third or subsequent single incident of violation of the same provision of the Declaration or Rules; or the sum of Fifty Dollars and No/100 Dollars (\$50.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.

d. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to pay for any damage or any unauthorized condition on the property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Association, or to pay any legal expenses and costs incurred by the Association as a result of the violation. Any damage to the Common Areas, which has been repaired by the Owner, must be inspected by the Board's representative to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Owner as part of his share of the Common Expenses.

3.6 Any Owner assessed herein shall pay any and all charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed herein shall be added to the Owner's account and shall be collectible as an Individual Assessment and/or Fine.

3.7 Time is of the essence of this policy. Notices are deemed delivered either:

- a. At the time of delivery if by personal delivery; or
- b. On the second business day after deposit in the United States Mail.

3.9 The remedies provided for herein are not exhaustive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or Association's Bylaws to prevent or eliminate violations of these Rules.

ARTICLE 4 MISCELLANEOUS FEES

Owners may be charged a fee for services or materials: The services, materials and related fees that may be charged include, without limitation:

- | | | |
|----|--|----------------------|
| 1. | (as determined by Association Management Agreement) | \$150.00 to \$300.00 |
| 2. | Governing Documents & other Association information: | \$25.00 + copy costs |
| 3. | Association Assessment Certification: | \$55.00 |
| | Less than 24 hour notice: | \$110.00 |

ARTICLES MISCELLANEOUS

5.1 Declaration Prevails. In the event that there is any inconsistency between the provisions of these Rules and the Declaration, the Declaration shall prevail.

5.2 Amendment. The Board may amend, supplement, repeal, replace or modify these Rules from time to time as it deems appropriate or convenient.

IN WITNESS WHEREOF, the undersigned President of the Association certifies adoption of the foregoing Resolution of the Lake Front Homeowners Association, Inc., by the Board of Directors on the 28 day of September, 2009.



Regan Hauptman, President

**EXHIBIT A
VIOLATION COMPLAINT - WITNESS STATEMENT**

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Reporting Witness Name	Date
Lot #	Area Code - Phone number

ADDITIONAL WITNESSES

Name & Address	Area Code - Phone Number
Name & Address	Area Code - Phone Number

INFORMATION CONCERNING THE VIOLATOR

Violator's Name	Area Code - Phone Number
Lot #	
Lot Owner's Name, Address & Phone No. if different than the Violator.	

INFORMATION CONCERNING THE VIOLATION

Violation Date	Time	Location
Section(s) of Declaration, Bylaws or Rules that was violated		
Reporting Witness' Observations:		

Were any photographs or sound recordings made? Yes _____ No _____ By whom? _____
Include any audio or videotapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph(s), the date it was made, the location it was made and the name of an one else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL FULLY COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature

**EXHIBIT B
NOTICE OF VIOLATION FORM**

TO: _____
(Lot Owner/Tenant)

Date: _____

NOTICE OF VIOLATION

Re: Violation of Declaration, Bylaws or Rules

You are hereby notified, as the Owner/Tenant of Lot # _____ at (Address, City) _____, Colorado that you violated the Association's Declaration, Bylaws or Rules. The actions complained of occurred on or about _____, 20__ and are described as follows:

UNDER THE ASSOCIATION'S RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN SEVEN (7) DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR MONTHLY ASSESSMENT.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, THE ASSOCIATION MAY CORRECT THE VIOLATION AT YOUR EXPENSE.

Please consult the Association's Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form within seven (7) days to the Association at the address below.

Very truly yours,

LAKE FRONT HOMEOWNERS ASSOCIATION, INC.

By: _____

Title: _____

Address

City, State, Zip

Area Code and Phone #

**EXHIBIT B-2
REQUEST FOR A HEARING FORM**

REQUEST FOR A HEARING

I hereby request a hearing on the statements made against me as contained in the Notice of Violation dated _____, 20__ alleging a violation of the Declaration, Bylaws or Rules of the Lake Front Homeowners Association, Inc.

Owner/Tenant's Name (printed)

Address

City, State, Zip

Area Code and Phone #

Signature

Date

EXHIBIT C
NOTICE OF DETERMINATION REGARDING VIOLATION FORM

TO: _____
(Lot Owner/Tenant)

Date: _____

NOTICE OF DETERMINATION REGARDING VIOLATION

On _____, 20__ you were notified of a violation of the Declaration, Bylaws, or Rules of the Association. Pursuant to the Association's Rules:

- () A hearing was held at your request regarding the alleged violation.
- () You have admitted to the violation by default and waived your right to request a hearing.

After considering the complaint and evidence, the following determination has been made and the following action(s) will be taken:

- () You were found not guilty and no action will be taken.
- () A 1st, 2nd, 3rd or subsequent violation (circle one) of the Association Declaration, Bylaws or Rules has occurred and a Fine in the amount of \$_____ is now due.
- () A violation of the Association's Declaration, Bylaws or Rules of a continuing nature has occurred and a fine in the amount of \$_____ per day from _____, 20__ is now due. A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
- () Damages & expenses in the amount of \$_____ have accrued and are due.
- () Legal expenses in the amount of \$_____ have been incurred by the Association and are due.
- () Damages have occurred or an architectural violation exists, as charged in the complaint. The Association will proceed to have the damages or violation corrected or repaired at your expense.
- () As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the fees and expenses incurred will be assessed to you.

LAKE FRONT HOMEOWNERS ASSOCIATION, INC.

By: _____
Title: _____
Address: _____