

BROOKSIDE HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

WHEREAS, the Amended Declaration of Covenants, Conditions and Restrictions and the By-Laws of Brookside Homeowner Association, provide that the Board of Directors shall have the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary for the operation, use and occupancy of this condominium project with the right to amend from time to time,

AND WHEREAS, the Board of Directors of the Brookside Homeowners Association may take action as it may deem necessary and appropriate to assure compliance with the Association's Amended Declaration of Covenants, Conditions and Restrictions, By-Laws, and Rules and Regulations promulgated thereunder, which may be in addition to other specific provisions outlined in these Rules and Regulations, the Amended Declaration, By-Laws or Articles of Incorporation, including, but not limited to, suspension of voting rights, choosing a legal remedy, or seeking assistance from other enforcement authorities, such as police, fire, or animal control,

NOW THEREFORE, effective as of this 1st day of March 2000, the Board hereby establishes, makes, and adopts the following provisions as and to be the Rules and Regulations of this Association. These Rules and Regulations supersede and replace all prior versions.

**BROOKSIDE HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

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SECTION I: GENERAL PROVISIONS

- A. Any common sidewalks, driveways, entrances and passageways shall not be obstructed or used by an unit owner for any purpose than ingress and egress from the units.
- B. Except as to the areas termed backyards, no articles shall be placed on or in any of the general Common Areas except for those articles of personal property which are the common property of all the unit owners.
- C. Unit owners, members of their families, their guests, residents, tenants or lessee shall not use sidewalks, driveways, and entrances as a play area(s).
- D. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or occupants of other units.
- E. No unsightly objects or nuisances may be erected, placed, or permitted to remain on the premises.
- F. Unit owners are responsible for the maintenance, repair and replacement of the properties located within their unit boundaries, including exteriors of windows and doors of their unit. Each unit, at all times, shall be kept well maintained in good repair, and in a clean, sightly, and wholesome condition. Once an owner is served with notice of the need for a repair, and is given 30 day to make such repairs, the Association reserves the right to make the repairs, at the owner's expense.
- G. An Owner shall always keep the backyard areas appurtenant to his unit in a clean and sanitary condition. No rubbish, refuse, pet excrement or garbage shall be allowed to accumulate, within a unit or its backyard, nor any fire hazard to exist. The City of Wheat Ridge has ordinances on this that can be enforced.
 - 1. All household trash shall be placed in sealed garbage bags before being placed in trash dumpsters.
 - 2. Unless prior authorization is obtained from the property manager, large items that are not considered household trash (such as carpeting, appliances, mattresses, storm doors, glass, wood, etc.) cannot be placed in the trash enclosures and must be disposed off-site by the homeowner or resident.

3. All Waste that is considered "Hazardous" (such as batteries, oil, paint, anti-freeze, etc.) will be disposed of off-site by the homeowner/resident.
 4. Gasoline, combustible, or hazardous materials may not be stored on common elements, within units or in parking spaces or backyards.
 5. Homeowners/residents shall keep their parking spaces clean at all times.
 6. Owners must keep their backyard fences in good repair. Once an owner is served with notice that the fence is in need of repair, and is given 30 days to repair it, the Association reserves the right to make such repairs, at the owner's expense.
 7. Homeowners must not allow grass in backyards to reach 6" in height, and must keep weeds to a minimum. Once an owner is served with notice that the backyard is in need of maintenance, and is given 14 days to do so, the Association reserves the right to perform needed maintenance, at the owner's expense.
- H. Patios shall be used only for the purpose intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. No rags or other materials shall be dusted from windows by beating or shaking.
- I. No owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any radio antennae, machines or air condition units be installed on the exterior of the project, including any part of the patio or backyards, or that protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association.
- J. Pets are hereby defined as common household pets, limited to dogs, cats, and other usual and common household pets. Exotic pets, reptiles, birds of prey, livestock, or poultry of any kind are not permitted. The Board retains absolute authority to restrict the size, number, and type of animals permitted within the Community. Pet owners shall be deemed to hold the Association harmless from any claim resulting from any action of their animal and any costs incurred by the Association.
1. In no event shall more than two dogs or cats in total be kept, maintained or harbored in each unit of the development. They may not be kept, bred or maintained for any commercial purpose. Landlords may prohibit pets in their own unit.
 2. Each owner must maintain strict control over their pet. In no event shall an animal within the Community be permitted to roam free. Pets must be leashed when on Common Areas, and must not be left unattended.

3. Pets are prohibited from damaging, soiling, defecating on or defiling any private property or common elements within the Community. Pet owners shall immediately clean up after their pet and dispose of the same in suitable containers.
 4. Pets are prohibited from attacking or otherwise interfering with the freedom of movement of persons and other pets on the common elements, chasing vehicles, attacking other pets, or creating a disturbance in any other way. Further, pets are prohibited from causing unsanitary, dangerous, or offensive conditions, including odors and objectionable noises; endangering the health or safety of residents and guests; or constituting a nuisance or inconvenience to others. Pets which do so, in the sole discretion of The Board of Directors, shall be removed upon request of the Association. If the pet owner fails to honor such request, the Association may remove the pet.
- K. The Association assumes no liability for nor shall it be liable for any loss or damage to articles left or stored in any common or other area
- L. Any damage to the general Common Areas or common personal property cause by the owner/tenant, children of an owner/tenant or their guest, guests of the unit owner/tenant, or pets of the unit owner/tenant, shall be repaired at the expense of that unit owner. Children may play on the lawn as long as they do not disturb others. Tree climbing is not allowed. Playing on asphalt areas is dangerous and is NOT permitted.
- M. Unit owners shall be responsible and liable for damages incurred if such damage is caused by a negligent or tortious act of a unit owner, members of his family, his agent, employee, invitee, licensee or tenant. As an example, and not by way of limitation, in the even an owner, members of his family, his agent, employee, invitee, licensee or tenant causes the gas to be turned off to his/her unit that results in damage to his/her unit and/or the general common elements, the owner shall be responsible, and liable for all damages incurred. As another example, a unit owner shall be responsible and liable for all damages incurred if he, or members of his family, his agent, employee, invitee, licensee or tenant who causes the temperature in the unit to become so low as to result in freezing of pipes and fixtures in the unit and/or general common elements.

SECTION II: TRAFFIC AND PARKING POLICIES

- A. No vehicle belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee or employee of a unit owner shall be parked in such a manner as to impede or prevent ready access to any part of the project.
- B. Only the following articles may be stored in parking spaces:
 - Cars, trucks, and motorcycles which are licensed and operable.
- C. Vehicles shall be parked within designated parking spaces only.
- D. Any traffic flow markings and signs regulating traffic of the premises shall be strictly observed.
- E. "Visitor" parking spaces shall be for visitors and are not specifically assigned. Visitors may park there for up to 24 hours.
- F. Recreational vehicles, including but not limited to, mobile homes, motor homes, boats, camping trailers, horse trailers, hauling trailers shall not be parked and/or maintained on the properties. Such vehicles may only be parked on Quail St. or outside Brookside Homeowners Association. Such vehicles are prohibited from parking in any other area in Brookside Homeowners Association.
- G. Vehicles shall not be parked "in tandem", in parking spaces; i.e., only one vehicle shall be parked in any one parking space.
- H. No vehicle shall be parked in any area except for parking spaces or on the street. **Drives between and behind buildings are considered 'Fire Lanes'** and are to be kept clear for emergency equipment.
- I. Parking in "Fire Lanes" is prohibited and vehicles parked in the same are subject to immediate towing by the Association or the Wheat Ridge Police Department, at the sole cost and expense of the owner of the vehicle.

- J. No abandoned vehicles are permitted in the complex.
1. Abandoned and/or inoperative vehicles are defined as:
 - a) Vehicles that are obviously inoperable (flat tires, wrecked, etc.); or
 - b) Vehicles whose plates are expired or missing altogether.
- K. All passenger vehicles parked on the premises of Brookside Homeowners Association must have a current license and registration.
- L. No vehicle exceeding 22'10" shall be parked in the parking lots.
- M. The speed limit in the drives is 5 mph. Please drive carefully and be courteous to your neighbors.
- N. ENFORCEMENT of Rules and Regulations regarding Vehicle Traffic and Parking Policies:
1. Penalties for violation of a local ordinance may be enforced by the locality without regard to any remedies pursued by the Association.
 2. Any vehicle parked in violation of Paragraph B, D, E, F, J, K, L, M, and N will be towed at the vehicle owner's expense upon completion of notice as provided herein. At least forty-eight (48) hours prior to towing, notice of the violation and that the vehicle will be towed shall be placed on the vehicle. If the name and address of the vehicle owner is known to the Association, a copy of the notice may also be hand delivered to the owner, or posted on the door of the unit belonging to the owner at the election of the Association. Towing shall not occur if the owner corrects the violation.
 3. **Paragraphs A, C, G, H, and I of the Traffic and Parking Policies may be enforced by immediate towing of any vehicle impeding or preventing ready access to the Fire Lanes, any entrance to or exit from a building, and/or any part of the project, without notice, and at the vehicle owner's sole cost and expense.** In addition, a violation of Paragraph A, C, or G may be enforced by following the procedure in Section N(2) above.

4. In addition to any remedies listed above, all violations of any paragraph within the Traffic and Parking Policies may be enforced by:

1st offense: A warning letter plus assessment of any damages.

2nd offense: A \$25.00 fine may be imposed after the procedures set forth in the Rules and Regulations section entitled “Notice and Hearing Process” have been followed.

3rd offense: A \$50.00 fine may be imposed after the procedures set forth in the Rules and Regulations section entitled “Notice and Hearing Process” have been followed.

Subsequent offenses: A \$100.00 fine may be imposed after the procedures set forth in the Rules and Regulations section entitled “Notice and Hearing Process” have been followed.

5. If the Association is forced to take any action for the violation of any of the Rules and Regulations, Declaration or Bylaw provisions regarding parking and maintaining vehicles, then the offender and responsible unit owner shall be responsible for any towing charges and subject to liability for any and all costs in connection with the action, including but not limited to costs, expert witness fees, and attorney fees incurred by the Association.

SECTION III: ARCHITECTURAL STANDARDS

No exterior additions, alterations, or decorating to a building, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, heights, materials, location and approximate costs of same shall be submitted to and approved in writing as to the conformity and harmony of external design and location with existing structures in the condominium project by the Association or by a representative designated by it.

NOW THEREFORE, effective as of this 1st day of March, 2000, the Board hereby establishes, makes, and adopts the following provisions as and to be the architectural standards and guidelines for the Association.

A. PROCEDURES:

1. Owners must request and obtain prior written Architectural Control Committee (ACC) or Board approval before erecting, making or installing any exterior additions, alterations or decorating to any building; changes in fences; hedges, walls and other structures by submitting plans and specifications showing the nature, kind, shape, height, materials, location and approximate costs of the same.
2. The Architectural Control Committee or Board shall exercise its best judgment to the end that any change to a structure shall conform to and harmonize with existing surroundings and structures.
3. The Architectural Control Committee or Board shall have the obligation to answer the request change within thirty (30) days after submission of written application. In the event that the Architectural Control Committee or Board fails to respond in writing within thirty (30) days after the request has been submitted to it, approval will not be required and this regulation will be deemed to be fully complied with.

B. GENERAL PROVISIONS

1. All changes or additions must be painted to match existing paint schemes.
2. All modifications must be maintained at the homeowner's expense.
3. Any changes in any other structures required by any modification must be caused by and paid for by the unit owner.
4. The unit owner must agree to give notice to and to make all conditions pertaining to modifications binding upon his successors, heirs, and assigns.

C. AIR CONDITIONERS

1. Central air conditioning units may be installed if a building permit is obtained from the City of Wheat Ridge, with an inspection and approval of the completed installation by the City of Wheat Ridge. A copy of the permit must be on file with the Association and prior written ACC or Board approval obtained before work is commenced.
2. Air conditioning units shall not be installed on the exterior of the project or protruding through the walls or the roof except as expressly authorized by the Association. Window air conditioning units and swamp coolers are not acceptable at this time.

D. PATIOS

1. Storage sheds and dog houses may be acceptable on patios, with prior written ACC or Board approval.
2. Additions to patios such as redwood decks, concrete, stone, or other suitable materials may be acceptable with prior written ACC or Board approval.
3. No additions such as colored rock and/or fences shall be permitted outside the backyard area.

E. STORM WINDOWS AND STORM DOORS

1. Aluminum storm doors are acceptable for front doors if they are painted to match the existing trim and if the homeowner agrees in writing to keep such door painted. Black or gray storm doors are acceptable. Prior written ACC or Board approval must be obtained. Wooden screen doors are not acceptable for front doors.
2. Storm windows may be acceptable if there is no interference with another unit and if the homeowner agrees to keep them in repair. The color and style must be approved in advance and in writing by the ACC or the Board.
3. Framing for storm windows and for patio storm doors must be painted to match the trim.
4. Replacement vinyl storm windows and/or doors may be acceptable with prior written ACC or Board approval.

F. MISCELLANEOUS

1. Plants:
 - a) Installation of brackets to support hanging plants, pots, etc. must be approved by the ACC. The bracket must not be attached only to the siding; it must be attached to one of the building studs or to a brace.
 - b) No planting will be done outside a unit's backyard in the common area except as approved by the ACC.
2. Doors
 - a) Maintenance of unit front doors and storage rooms doors is the responsibility of the unit owner and must be painted to match the building trim.
3. TV Antennae and Satellite Dishes
 - a) No television antennae or satellite dishes shall be installed on any general common element of the Association, as described in the Declaration of Covenants, Conditions and Restrictions of the Brookside Homeowners Association. Any TV or antennae or satellite dish installed in the backyard areas or patios must be one meter or less in diameter. The Association must be notified in advance and in writing of the intention to install a TV antenna or satellite dish, which includes a description and details of the placement of the equipment.
4. Glass replacement
 - a) Broken glass in windows and doors will be promptly repaired by the owner or resident.

SECTION III: ARCHITECTURAL STANDARDS

WHEREAS, for the benefit and protection of the Association and of the individual owner, the Board deems it desirable to establish and operate by procedures to insure due process in cases where there is a question of compliance by an owner, his tenant, his family, and his guests with the provisions of the Declaration or the Rules and Regulations, thereby attempting to minimize the necessity of seeking action in or through a court of law;

NOW THEREFORE, BE IT RESOLVED THAT the following process shall apply to a violation of any Rule or Regulation; however, this resolution shall not apply to those sections of the Declaration and By-laws dealing with the payment of assessments by members.

A. From time to time as determined by the Brookside Board of Directors, a schedule of fines may be adopted for the violations of Rules and Regulations, Declaration, and By-Laws of the Association. In addition, the Association and owners shall have the rights and remedies available under the Association's Declaration, Articles of Incorporation, By-Laws and applicable law, including, without limitation, suspension of voting rights, injunctive relief or other legal remedy, and seeking assistance from other enforcement authorities, such as police, fire, or animal control. Owners shall be held responsible and liable for the actions of their tenants and occupants of their unit(s). Compliance with the standards of the complex are important for everyone to ensure a quality living environment.

B. VIOLATION OF THE RULES AND REGULATIONS:

1. Complaints involving violations of the Rules and Regulations by a homeowner, tenant or agent of the Association may be made by telephone to the Management Company, but must also be followed up with a complaint in writing. No complaint will be considered by the Board unless it is signed by the complainant. The complaint should clearly indicate the nature of the violation, the date, time and location of violation and the name(s) or unit number(s) of the violator(s).
2. After a complaint in writing is received, the Board of Directors will review the complaint. If the complaint is dismissed, the complainant will be notified in writing as to why this action was taken. The complainant may request a reconsideration of the complaint at a meeting of the Board of Directors. If the complaint is not dismissed, notice of the offense will be mailed specifying the nature, date, time and location of the violation to the Owner(s) of the unit, at the mailing address appearing on the books of the Association or otherwise designated in writing by the owner(s), with a copy to the Renter of the unit (if applicable), at the unit address. The notice of offense shall be sent by prepaid, first class United States mail. It shall advise the owner of the rights to be heard, either orally or in writing, by the Board or by a tribunal appointed by the Board.

3. If the owner desires to be heard, either orally or in writing, he or she shall notify the Association in writing within 10 days of receipt of the notice, to request a hearing be scheduled. Upon receipt of such request, the Association shall schedule a hearing to be held at least 15 days after notice of offense was first sent.
4. The owner may either appear at the hearing or may respond in writing, explaining to the Board of Directors why the complaint is unjustified. Failure to appear or respond in writing to such notification will be construed as an admission of the violation.
5. At the hearing set forth in the notice, the Board of Directors will:
 - a) Describe the specific Rules and Regulations which is said to have been violated, including the date and place.
 - b) The person charged shall be asked to admit or deny the charge. The person charged will be permitted to explain and/or illustrate why he/she should not be fined for the offense and/or that no violation was committed. The person charged may speak for themselves or may be represented by counsel.
 - c) The person charged shall have the opportunity to confront each witness against them.
 - d) When all complaining witnesses have been heard the person charged may make statements in rebuttal, and may provide witnesses in support of his position. The complaining witnesses may ask questions of each witness in turn.
 - e) The Board of Directors may exercise its discretion as to the specific manner in which the hearing shall be conducted, and shall be authorized to question witnesses, review evidence, and otherwise take such reasonable actions during the course of the hearing which it may deem appropriate or desirable to reach a just decision in the matter at hand.
 - f) At the conclusion of the hearing, the Board of Directors shall discuss the statements in private and shall vote whether or not to uphold the complaint. A majority vote shall control. The result of the vote shall be announced in writing to the involved parties.

g) If the Board of Directors concludes that a violation occurred, the Board of Directors must notify the violator in writing of its decision, noting the violation, and the resultant fine or other action to be taken. In the case of a fine, its amount and due date shall be stated. In the case of suspension of voting rights, the date that the suspension will begin, which will be at least 5 days after the date of the hearing, will be stated. Any other action will be so stated. If the fine is not paid within thirty (30) days after the date of the notice of fine, appropriate legal action may be initiated by the Board of Directors.

6. Enforcement of Rules and Regulations:

- a) Describe the specific Rules and Regulations which is said to have been violated, including the date and place.
- b) The Association reserves the right to maintain or make repairs, at the unit owner's expense, to units, backyard fences, and backyards as set forth in Section I, Items F and G.
- c) The fines for violation of any of the above Rules and Regulations, except the Traffic and Parking Policies, which are set forth in Section II, shall be as follows:

1st offense: A warning letter plus assessment of any damages.

2nd offense: A \$25.00 fine may be imposed after the procedures set forth in the Rules and Regulations section entitled "Notice and Hearing Process" have been followed.

3rd offense: A \$50.00 fine may be imposed after the procedures set forth in the Rules and Regulations section entitled "Notice and Hearing Process" have been followed.

Subsequent offenses: A \$100.00 fine may be imposed after the procedures set forth in the Rules and Regulations section entitled "Notice and Hearing Process" have been followed.

Adopted at a meeting of the Board of Directors of the Brookside Homeowners Association, held on February 7, 2000.