

EXHIBIT A

RULES AND REGULATIONS OF THE HUNTINGTON TRAILS COMMUNITY ASSOCIATION CITY OF WESTMINSTER COUNTY OF ADAMS STATE OF COLORADO

ARTICLE 1 AUTHORITY PURPOSE AND SCOPE

1.1 These Rules and Regulations (the "Rules") are adopted by the Executive Board of the Huntington Trails Community Association in accordance with the terms and conditions contained in the Articles of Incorporation and the Bylaws of the Huntington Trails Community Association and the Declaration for the Huntington Trails Planned Community, Recorded on October 22, 2004 at Reception No. 20041022001063820 in the real property records of Adams County Colorado (the "Declaration").

1.2 These Rules are adopted to promote the harmonious development and occupancy of the Huntington Trails Community located in the City of Westminster, County of Adams, State of Colorado (the "Community"), to ensure the continued and consistent enforcement of the covenants, conditions and restrictions contained in the Declaration, to protect the reputation and desirability of the Community by providing maximum enjoyment to all Owners and to protect all Owners from annoyance and nuisance caused by improper use of the Units, the Common Areas and the Common Elements.

1.3 All Owners and Owner's Related Users or any other occupants or their guests and visitors shall be bound by these Rules, as well as standards of reasonable conduct whether or not covered by these Rules.

1.4 The Executive Board of Directors from time to time may post special safety or other rules governing the use of roadways, any Common Area or Common Elements. The Board's posted rules shall be considered extensions of these Rules.

ARTICLE 2 DEFINITIONS

2.1 Assessments. Collectively any Common Expense Assessments, any Special Assessments, Default Assessments, assessments for reserves, assessments for working capital, assessments related to assigned Limited Common Elements, insurance assessments, and any other assessment made to accomplish the purposes set forth in this Huntington Trails Declaration to establish an exceptional, pleasant and desirable environment for Huntington Trails residents.

2.2 Common Areas. The real estate owned, dedicated and maintained by the District subject to this Declaration, the Association Governing Documents and the District Governing Documents, and the real and personal property owned or leased by the

Huntington Trails Community Association (which shall be designated Common Elements), and any other real estate within the Huntington Trails Community in which the Association holds possessory or use rights for the common use and enjoyment of the Owners. The Common Areas may be owned by the Association, the City or the District. Without limiting the generality of the foregoing, the "Common Areas" shall include all parks and open spaces within the Community which are dedicated for ownership and maintenance to the District, and shall include the clubhouse and any appurtenant amenities or related recreational facilities that may be constructed by Declarant or the District on the Huntington Trails Real Estate.

2.3 Common Elements. All real and personal property within the Huntington Trails Community which the Association owns or leases for the common use and enjoyment of the Owners.

2.4 District. The Huntington Trails Metropolitan District, and any other metropolitan, special improvement or other type of special district organized for the purpose of serving the needs of all or any portion of the Huntington Trails Community.

2.5 Executive Board. The board of directors of the Huntington Trails Community Association, as the same may be constituted from time to time in accordance with this Declaration, the Articles of Incorporation and the Bylaws.

2.6 Owner. Owner shall mean any Person or Persons who hold the fee title to any Unit, as determined from the real property records of Adams County, Colorado.

2.7 Owner's Related Users. Owner's Related Users shall mean any person who: (a) resides with an Owner within a Unit; (b) is a guest or invitee of an Owner; (c) is an occupant or tenant of a Unit; or (d) is a family member, guest, invitee or cohabitant of the foregoing.

2.8 Unit. Unit shall mean a physical portion of the Huntington Trails Community which is designated for separate ownership or occupancy by an Owner also as may be described herein as a Lot, the boundaries of which are depicted upon the Official Plat of the Huntington Trails Subdivision and on the Planned Community Plat filed with this Declaration.

Additional terms with initial capitals otherwise undefined herein shall have the meanings set out in the Declaration.

ARTICLE 3 ASSESSMENTS

Declarant and each Owner of each Unit, by acceptance of a deed or other document conveying an interest in a Unit, shall be deemed to have covenanted and agreed to pay to the Association the Common Expense Assessments, including without limitation Special Assessments, assessments for a capital fund or reserves and the Default Assessments as may be imposed by the Association pursuant to the Association Governing Documents, irrespective of whether such covenant shall have been set forth in any such deed or other conveyance. Such Assessments, including fees, charges, late charges, attorneys' fees, fines and interest charged by the Association, shall be the personal obligation of the Owner of each Unit at the time when the Assessment or other charges became due. The

Common Expense Assessments and Default Assessments imposed by the Association, including fees, charges, late charges, attorneys' fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon such Unit against which each such Assessment or charge is made. The personal obligation to pay any past due sums shall pass to a successor in title (other than a First Mortgagee acquiring a Unit as a result of foreclosure or proceedings in lieu of foreclosure), unless otherwise expressly agreed by the Association. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets from or reduction of such Assessments shall be permitted for any reason including, without limitation, any claim that the Association, District or the Executive Board is not properly exercising its duties and powers under the Declaration.

ARTICLE 4 USE AND OCCUPANCY

4.1 All Units within the Community shall be used only as a residence and shall not be used for business, except as may be allowed by the Declaration in accordance with the local zoning, control and regulation.

4.2 The Executive Board shall have the right to review an any commercial or business use of any Unit, and after notice to the affected Unit Owner and the opportunity to be heard, the Executive Board may restrict such uses if the Board determines that such business use has an adverse external effect on the nature, perception, operation or ambiance of the Community as a first class residential Community, as reasonably determined by the Executive Board.

4.3 The Owner shall be responsible for the conduct of any of Owner's Related Users, including lessees, renters, guests, or other occupants at all times, ensuring that their behavior is neither offensive to any occupant of the Community nor damaging to any portion of the Common Areas or Common Elements.

4.4 No solicitations or canvassing will be allowed in the Community at any time without the prior written consent of the Executive Board.

ARTICLE 5 PETS

5.1 Every Owner, and Owner's Related Users shall comply with the Covenants contained in the Declaration regarding pet ownership and supervision.

5.2 No animal that exceeds one hundred (100) pounds shall be allowed to occupy a Unit within the Huntington Trails Community without the advance consent of the Executive Board.

5.3 The Executive Board shall have the authority to require any Unit Owner or Related User to immediately and permanently remove any pet from the Community upon a finding by the Executive Board, after notice to the pet owner and the opportunity to be heard, that the pet is causing a nuisance or unreasonable disturbance to any other Owner or occupant of the Community.

5.4 Notwithstanding anything to the contrary contained herein, handicapped Owners or occupants of any Unit may keep certified guide dogs, signal dogs, or other animals upon whom they depend for assistance, and such animals shall be allowed to walk throughout the Common Area and Common Elements on a leash. If such an animal causes a nuisance or unreasonable disturbance, the disabled Owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Community. Ejection of such animal shall be required only if less drastic alternatives prove unsuccessful or would be futile. If the Board determines that such an animal must be ejected, the disabled Owner thereof will be allowed a reasonable period of time to obtain a suitable substitute animal, and the animal in question will be permitted to remain at the Community during that time, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during such time does not constitute an unreasonable imposition upon other Owner or occupants.

ARTICLE 6
CONDITION OF UNITS
NOISE, LIGHTS, ODOR AND SIGNS

6.1 Every Unit Owner and occupant shall at all times keep the Unit in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association applicable to the use of the Community.

6.2 Any items located within any Unit boundary and deemed unsightly or a nuisance by the Executive Board, after notice to the Unit Owner and the opportunity to be heard, may be ordered removed from the Unit by the Executive Board.

6.3 Each Owner and any Related Users shall avoid excessive noise of any type at any time, and is to consider the welfare and quiet enjoyment of other residents of the Community at all times.

6.4 All radios, TV, stereo, or musical instruments may be played only at reduced volume after 10:00 p.m. and before 8:00 a.m. in the morning. If an Owner plans a party or other special event that will include music or other entertainment after the hour of 10:00 p.m. the Owner shall ensure volume related to the event and entertainment shall be reduced after 12:00 a.m. Owners shall use best efforts to limit events that will entail increased volumes for entertainment to one event per month. Any Owner that disturbs neighbors with parties or special events on a regular basis may be asked to curtail such activities.

6.5 Owners shall endeavor to ensure workmen engage in work within the Community between the hours of 7:00 a.m. to 6:00 p.m. (except in an emergency).

6.6 All lights emitted from any Unit shall not be unreasonably bright or cause unreasonable glare.

6.7 No odor shall be emitted from any Unit determined by the Board to be noxious or offensive.

6.8 No sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Community, including any sign within the

boundary of any Unit, except such sign or signs as may be approved in writing by the Board and those signs constructed and maintained by the Declarant or an Approved Developer for sales purposes. A Unit Owner may place a sign or sign(s), not to exceed two in number, indicating a Unit is for sale or for lease provided such signs conform to all applicable Board requirements and are located within the boundaries of the affected Unit.

6.9 Any temporary signs, placards or markers placed in the Community to provide notice or directions for any event, reception or party at a Unit shall be removed by the Unit Owner within twenty four (24) hours after the event, reception or party.

ARTICLE 7 TEMPORARY OCCUPANCY

7.1 Non-resident Owners shall be responsible for designating a local agent to represent their interest if their primary residence is outside of Colorado, or if they will be absent from the Unit for more than 30 days. Such Owners shall file their address, telephone number and that of their agent with the secretary of the Board prior to departing the Community for a period exceeding 30 days.

7.2 Subject to the Declaration, and the Association Governing Documents, an Owner, or his designated agent, may lease or rent a Unit or make it available for the use of friends, but the person or persons leasing, renting or living in the Unit shall abide by all Rules and Covenants applicable to Owners, and the Owner or designated agent as applicable shall assume the responsibility for the occupants' conduct, and shall be liable for any damage caused by the occupants to the Unit, the Common Area, the Common Elements, the Community, or a Unit owned by another resident. The Owner or the designated agent must notify the secretary of the Executive Board of the names and length of anticipated occupancy of lessees, renters, or guests, except for casual visitors who will reside at the Community for less than two consecutive weeks at a time.

ARTICLE 8 COMMON AREAS AND COMMON ELEMENTS

8.1 No Owner or Related User shall block ingress and egress to the Common Areas and Common Elements.

8.2 Furniture placed on the Common Areas or Common Elements is for use in those areas and must not be moved from the designated locations without the advance consent of the Executive Board, or the manager of the Common Area or Common Element.

ARTICLE 9 UNIT MAINTENANCE STANDARDS

Each Owner shall keep its Unit and all Landscaping in good repair and free from debris or other unsightly conditions in accordance with the quality standards required for a superior residential community as established in the Association and District Governing Documents, and as may be adopted by the Board from time to time. Any Owner installed and maintained Landscaping shall meet or exceed the standards set forth in the Landscaping Standards.

**ARTICLE 10
PARKING, GARAGES AND PAVED AREAS**

10.1 Any cars parked or left unattended on any street located within the Community for a period of one week without being moved will be considered "abandoned," and may be towed at the owner's expense. If the owner is a guest or tenant of an Owner, the Owner shall be liable for the towing fees.

10.2 Neither the Declarant, nor Approved Developer, Approved Builder or the Association are responsible for any claims by reason of fire, loss, or theft of any vehicle parking within the Community, or for loss or damage to the contents of said vehicle or any damage or injury to a vehicle.

**ARTICLE 11
ENFORCEMENT**

11.1 If the Executive Board determines that a violation of the Declaration or of these Rules may exist within the Community, the Executive Board shall send to the affected Owner or Related User a letter setting forth in concise language the nature of the alleged act or omission that constitutes the violation ("Notice of Violation"). The Notice of Violation shall specify the period of time the Board has determined is reasonable to cure the alleged violation, based upon the nature of the violation and any threat the violation poses to the health, safety and welfare of the Community. The Notice of Violation shall be mailed to the last known address of the Owner via certified and regular mail, and a copy thereof may be hand delivered to the Owner or occupant of the Unit.

11.2 If the alleged violation is not cured by the Owner within the timeframe set forth in the Notice of Violation the Executive Board shall send to the Owner another letter setting a date and time for hearing on the alleged violation before the Executive Board ("Violation Hearing Notice"). The Violation Hearing Notice shall notify the Owner that the Board has the authority, upon a finding that a violation has occurred, to enter onto the Unit and remedy the violation at the Owner's expense, to enjoin the violation and to levy fines, charges and attorney fees in accordance with the Association Governing Documents and the law of the State of Colorado.

11.3 Upon a finding of violation of the Declaration or the Rules, the Executive Board has the following rights related to the enforcement:

(a) To enter onto the Unit and into any Improvements thereon as to which such violations or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, or the Board's posted Rules or the Covenants, and the Executive Board shall not thereby be deemed guilty in any manner of trespass.

(b) To enjoin, abate, or remedy by appropriate legal proceedings whether at law or in equity, the continuance of any violation or breach of these Rules or the Covenants, with all costs of the enforcement proceedings, including reasonable attorneys' fees, borne by the violating Owner.

(c) To exclude any Owner or Related User from use of any Common Areas for a period of sixty (60) days following any violation, or so long as the violation continues, whichever is longer.

(d) To suspend the voting rights of an Owner for up to thirty (30) days following any violation, or so long as the violation continues, whichever is longer.

(e) To impose a fine or penalties for the violation or infraction of these Rules, which shall be determined by the Executive Board, subject to the following limitations:

(i) Any fine or fees imposed shall be imposed uniformly based on a finding of a violation or infraction by the Board.

(ii) The Board, at its discretion, may adopt a uniform fee schedule for violations of these Rules or the Covenants contained in the Declaration. The initial fee schedule is attached hereto as Exhibit 1 and by this reference is made a part hereof.

(iii) No fine or fee shall be imposed upon any Owner without notice to the Owner and the right to be heard with respect to the alleged violation.

(iv) The Owner may be represented by counsel at any Board meeting where a violation of these Rules may be considered.

(v) The Board, at its discretion, may limit the length of any oral statement or restrict repetitive statements related to any alleged violation of these Rules.

(vi) Any Owner that is unable to attend the Board meeting where the Board will consider the Owner's violation of these Rules or the Covenants shall give the Board advance written notice of the Owner's inability to attend, and the Board shall grant such reasonable extension of time as may be necessary for the Owner to attend a Board meeting a be heard on the alleged violation.

(vii) Any Owner that does not attend the Board meeting where the Board will consider the Owner's violation of these Rules or the Covenants that does not give the Board advance written notice of the Owner's inability to attend shall be deemed to have waived any objection to the enforcement of these Rules, or the imposition of a fee in accordance with this Article.

ARTICLE 12 VARIANCES

12.1 The Executive Board has the specific authority to make reasonable accommodations to these Rules or the Covenants, or any policies, practices or services when such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy a Unit.

12.2 The Executive Board, in its discretion and after making a finding for good cause shown by any Unit Owner may grant a variance to these Rules provided any such variance does not adversely impact the Community as a whole.

ARTICLE 13
REVIEW AND AMENDMENT

13.1 These Rules may be amended by the Executive Board of the Huntington Trails Community Association after notice to the Association in accordance with the Articles and By-laws of the Association.

13.2 The Executive Board shall review these Rules no less than annually, and shall provide to the Association members on an annual basis the Board's analysis of the Rules and required changes together with a summary of all enforcement proceedings undertaken by the Executive Board in the previous calendar year. The summary of enforcement proceedings shall be provided within the first quarter of each year, and need list only the type of proceeding and the ultimate outcome of the proceeding (i.e., cure of the violation, imposition of penalties). The Executive Board, in its discretion, or at the request of any individual Unit Owner may keep the names of individual violators confidential.

13.3 Any suggested amendments to these Rules should be delivered in writing to the secretary of the Executive Board for transmission to the Board, and shall be considered for adoption by the Board at a regularly scheduled and noticed meeting of the Board.

Exhibit 1
To The Rules And Regulation Of The
Huntington Trails Community Association, Inc.

HUNTINGTON TRAILS COMMUNITY ASSOCIATION
Fine Policy

The Huntington Trails Community Association Board of Directors have approved the following Fine Policy, as of October 5, 2005:

Courtesy

Reminder Letter - First Notice of Violation:

Notice of violation and reminder of specific restriction violated.
Time given for compliance - 10 days.

Fine Threat First

Warning Letter - Second Notice of Violation:

Opportunity to request hearing and warning of \$100 Fine
Time given for compliance - 10 days.

Fine Assessment - Third Notice of Violation:

\$100 Fine assessed and warning of \$200 Fine
Time given for compliance - 10 days.

Fine Assessment - Fourth Notice of Violation:

\$200 Fine assessed
Time given for compliance - 10 days.

Fifth and Subsequent Notices of Violation:

All fines shall be due and payable immediately upon notice. Fines will be collected in the same manner as assessments. Subject to the homeowner's right to notice and hearing, the lien will be increased by \$100.00 every 30 days until the violation is corrected to the satisfaction of The Huntington Trails Community Association Board of Directors.

If fines are not paid, and the homeowner does not prevail at a hearing conducted before the Board, a lien may be placed upon the homeowner's property for any and all fines owed. After the Fifth and Subsequent Notice of Violation, the Board may exercise their right to take legal action to resolve the violation.

The Association has the right to assess the homeowner in violation for any legal fees that the Association incurs due to the unresolved violation.

Adopted by: Huntington Trails Board of Directors, October 5, 2005.

Huntington Trails Community Association
Delinquency Policy – October 5, 2005

One Month Delinquent:

Reminder to homeowner.

Two Months:

Letter with late fees and interest charges.

Three Months:

Letter with late fees, interest charges, with intent to file a lien.

Four Months:

Lien filed, letter with late fees, interest charges, and attorney's fees forthcoming.

Five Months:

Turned over to attorney. Homeowner responsible for late fees, interest charges, attorney's fees.

Application of Payments:

All payments received on account of any Owner or the Owner's Property (hereinafter collectively "Owner"), shall be applied to payment of any and all legal fees and costs including attorneys fees, expenses of enforcement and collection, late charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration, Articles, Bylaws, Rules and Regulations, or this Resolution, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

Judicial Foreclosure:

The Association may choose to foreclose on its lien in lieu of or in addition to suing an Owner in county court for a money judgment. The purpose of foreclosing is to obtain payment of all assessments owing in situations where either a money judgment lawsuit has been or is likely to be unsuccessful or other circumstances favor such action.

<u>Amounts:</u>	\$10.00
Late Fees	18% Annually
Interest	

Adopted by: Board of Directors -- Huntington Trails Community Association

Date: October 5, 2005

CERTIFICATION

The undersigned, Secretary of the Huntington Trails Community Association, Inc., hereby certifies that the foregoing Rules and Regulations were duly adopted by the Board of the Association, and that the same are in full force and effect as of the date indicated below.

Paul Zakovich, Secretary		Date



**UNANIMOUS WRITTEN CONSENT IN LIEU OF
MEETING OF THE BOARD OF DIRECTORS**

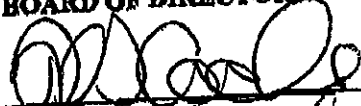
**Huntington Trails Community Association, Inc.
a Colorado nonprofit corporation**

The undersigned, being all of the directors of Huntington Trails Community Association, Inc., a Colorado nonprofit corporation (the "Corporation"), acting pursuant to Sections 7-122-105 and 7-128-202 and of the Colorado Revised Nonprofit Corporation Act, do hereby consent to, approve and adopt the following resolution:

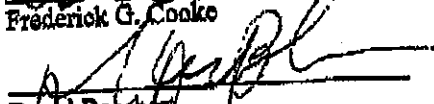
RESOLVED, that the Rules and Regulations in the form reviewed by the Board and attached hereto as Exhibit A are hereby adopted as the Rules and Regulations of the Huntington Trails Community Association, Inc., and shall be placed in the minute book of the Corporation.

DATED effective as of October 5, 2005.

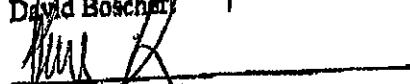
BOARD OF DIRECTORS



Frederick G. Cooke



David Boschar



Paul J. Zakovich