

**BROOK FOREST
CONDOMINIUM ASSOCIATION
RULES & REGULATIONS**

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ARTICLE 1 USE OF UNITS AFFECTING COMMON ELEMENTS

Section 1.1 Occupancy Restrictions.

Residential units are limited to occupancy according to Summit County regulations, as defined in the Declaration and the Laws of Summit County and the State of Colorado.

Section 1.2 No Commercial Use.

No industry, business, trade or commercial activities may be conducted on any of the common areas or in individual units.

Section 1.3 Signs.

According to the Declarations, only one "For Sale" and/or "For Rent" sign is allowed. No other signs, pictures, etc. may be displayed in unit windows.

Section 1.4 Keys and Access by Board of Managers and Secured Space.

The Board of Directors/Management Company shall retain a passkey to all premises. No unit owner will alter any lock or install a new lock on any door of any premises without immediately providing the Board of Directors/Management or its agent, with a key. Deadbolt locks installed must match unit's door lock. To insure security all unit keys are kept in a secure place.

Section 1.5 Electrical Devices or Fixtures.

No electrical device creating overloading of circuits may be used. Misuse or abuse of appliances or fixtures within a unit, which affects other units or the common elements, is prohibited. Damage resulting from such misuse will be the responsibility of the unit owners.

No owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose.

Section 1.6 Decorative Displays at Units.

ARTICLE 1.1 Except as to the areas termed "limited common elements," no article shall be placed in any of the general common area. Unit owners will not cause or permit anything to be hung, or displayed outside the unit without the prior consent of the management company or the Board of Directors. You may place reasonable size flowerpots and/or boxes, on the patio. Anything on balconies must hang within the confines of your space. Attractive furniture/accessories meant for outside use is acceptable on the patios and decks. For Unfenced Lower Units: Keep all patio furniture/accessories neatly arranged on the patio slab. Other items like children's toys; tricycles or bicycles may not be left unattended on the law area.

The Association shall not be responsible or liable for the maintenance, safety, repair, damage or theft of or to the decorations. Owners who place the decorations on the walls shall assume all liability connected therewith.

The Association/Management reserves the right to remove any and all decorations at any time for any reason. In such an event, decoration(s) will be returned to the owner.

Section 1.7 Painting Exteriors/Interior.

Owners will not paint, stain, or otherwise change the color of any common area (exterior or interior) of any building.

Section 1.8 Cleanliness.

Each unit owner will keep his unit in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger or promote the spread of vermin, odors or conditions constituting a danger or nuisance to the common elements or other units.

Section 1.9 Balconies.

Any repair to balconies, or other limited common elements, necessitated by damaging acts or negligence by an owner, or member of an owner's family, or owner's tenant or guest, shall be made at the expense of the owner.

ARTICLE 2 USE OF COMMON ELEMENTS

Section 2.1 Obstructions.

There will be no obstruction of the common elements, nor will anything be stored outside of the units without the prior consent of the Board of Directors/Management, except as hereinafter expressly provided. No common entry doors are to be blocked open nor remain open. You may prop a door open to load and unload, but you must be present

Section 2.2 Storage.

Storage of materials in "limited common" elements or other areas designated by the Board of Directors, including storage lockers, will be at the risk of the person storing the materials.

Section 2.3 Proper Use.

Common elements will be used only for the purposes for which they were designed. Items that are allowed are ski boots, skis, shoes, as long as they are not stored in excess or cause a tripping or fire hazard. Any items left in the common elements may be removed by the discretion of the management. No person will commit waste on the common elements or interfere with their proper use by others, or commit any vandalism, boisterous or improper behavior on the common elements, which interferes with or limits the enjoyment of the common elements by others. Any damage to the common elements or common personal property caused by the owner or children of a unit owner, renter/tenants, or their guests shall be repaired at the expense of that unit owner.

Section 2.4 Additions to, Appurtenances to, and Appearance of Buildings.

No appurtenant alterations, additions or improvements may be made to the common elements. All draperies, verticals and mini blinds will be tasteful and kept in good condition where seen from the outside of the unit.

Section 2.5 Stacks of Firewood.

Firewood shall be neatly stacked at or on patios and decks. Rotten or insect infested firewood shall be removed upon discovery.

Section 2.6 Grills and Fireplaces. FIRE DEPARTMENT 468-6558 or Emergency-911.

No charcoal grills allowed. Fire extinguishers are located on the front and rear of each building. You may have a gas grill and it must not touch any of the wood rails. You must turn the gas bottle off when not in use. No flammable fluids are to be used. Do not place partially burned logs or ashes in any type of container on the balcony. Ashes can remain hot up to five (5) days, so use extreme caution in disposing of them. Please use a metal ash bucket. Do not put in the dumpster until cold. Chemical logs, such as Duraflame, may be used in accordance with manufacturers recommendations. Only one

chemical log may be burned at a time. No chemical logs may be used in a 'closed combustion' stove.

Section 2.7 Patios and Balconies.

Patios and Balconies are to be kept clean. Items allowed on the patio/balconies are patio furniture, firewood, bicycles (hanging), gas grills, firewood, outdoor children toys. All items must fit within the confines of the balcony or on the patio slab or porch. No trash, tools, motor vehicles, vehicle parts, indoor furniture, charcoal grills, gas cans, carpets, etc. may be kept on the patio/balcony.

ARTICLE 3 ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1 Annoyance or Nuisance.

No noxious, offensive, dangerous or unsafe activity will be carried on in any unit, the common elements or the limited common elements. Nothing will be done willfully or negligently, which may be or become an annoyance to the other unit owners or occupants. No unit owner or occupant will make or permit any disturbing noises by himself, his family, employees, visitors and licensees, or permit anything to be done by such persons that will interfere with the rights, comforts, or convenience of other unit owners or occupants. No unit shall operate electric sound devices at such high volume or in such other manner that it will cause unreasonable disturbances to other unit owners or occupants. Quiet time will be from 10 p.m. to 7 a.m.

Section 3.2 Compliance with Law.

No immoral, improper, offensive or unlawful use may be made of the common interest area. Unit owners will comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado, and all ordinances, rules and regulations of Summit County, Colorado, and will save the Association/Management Company or other unit owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith. Any use of the property, which constitutes waste, will not be permitted.

Section 3.3 Pets.

Owners may not house more than two (2) pets per condominium unit. Owners of multiple condominium units may not combine their units to house multiple pets. Tenants may not house a pet. Only dogs, cats, birds or other traditional household pets are permitted. No animal shall be kept or bred for commercial purposes. Pets shall be registered and inoculated as required by local law.

Copies of the following current documents must be kept by Owners:

- \$ Rabies vaccination or proof of vaccination from a veterinarian
- \$ Dog License

No pet may be tethered outside of buildings unless the owner is outside within 50 feet of the pet and no fence, partition, door, entry, window, or screen is between the pet and the owner. Pet damage is the responsibility of the owner. Damage to common area will be repaired by the HOA and repair costs billed to the owner. Owners must pick up and dispose of pet litter immediately. Any pet that disturbs the neighbors, or is aggressive or destructive to association property is subject to permanent removal from the property. In such case, the pet owner will be given notice to remove the pet from the property within 15 days. Any violation of these provisions shall result in a fine of \$50.00 per day being charged to unit owner's account. Owners are responsible for the fines of their tenants.

The Board of Directors reserves the right to modify this Section, Pets, at any time.

Section 3.4 Smoke Detectors.

All units will have a smoke detector that is operative.

Section 3.5 Indemnification for Actions of Others.

Unit owners will hold the Association/Management Company and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.6 Employees of Management.

No unit owner will send any employee of the Management Company off of the property. Nor will any employee be used for the individual benefit of the unit owner, unless in the pursuit of the mutual benefit of all unit owners, or pursuant to the provision of special services for a fee to be paid to the association (i.e. in-unit maintenance).

Section 3.7 Rental Units.

Any owner who rents their unit for longer than 14 days must provide a copy of these Rules and Regulations to the tenants and Rental Agents. Owners are responsible for the actions of their tenants regardless if they have a rental agent or if they rent their unit privately. No long-term rental of a unit for more than 14 days can involve more than three (3) full time tenants.

Section 3.8 Maintenance.

All owners are responsible for the maintenance of the interior of their units. This includes but is not limited to, zone valves, all plumbing and heating fixtures, windows and doors, etc. Owners are required to conduct a periodic inspection of all plumbing fixtures to ensure that they do not leak.

Section 3.9 Remodeling of Unit.

Owners may remodel their unit, at their own expense. Under no circumstances may an owner move any pipe, wiring, conduits or systems without the written consent of the Board of Directors. No supporting walls may be removed, disturbed or changed without the written consent of the Board of Directors.

ARTICLE 4 RUBBISH

Section 4.1 Trash Containment.

No storage of trash will be permitted in or outside any unit in such manner as to permit the spread or encouragement of fire or vermin.

Section 4.2 Trash Pickup Areas, Trash Accumulation.

No accumulation of rubbish, debris, or unsightly materials, including cigarette butts, will be permitted in or on common area, nor will any rugs or mobs be shaken or hung from or on any of the windows, doors, balconies or patios.

Section 4.3 Trash Container Location.

The Management Company will designate all trash container locations. Pickup will be from those locations only. Occupants will be responsible for removal of trash from their units to the pickup locations. Trash is to be deposited in dumpsters within that location and the area is to be kept neat, clean, and free of debris. There shall be no furniture, bulky waste, Christmas trees, or other waste outside of the containers. If the law requires separation of trash for recycling, directions for such, posted at the trash container area, will be followed. Vehicles parked that interfere with the dumpster pick up will be fined without warning. All appliances and furniture must be disposed of at the owner's/tenant's expense and cannot be placed in/or around the dumpster. Trash from remodeling is owner's/tenant's

responsibility.

ARTICLE 5 MOTOR VEHICLES

Owners who lease or rent their units privately or through an agent must include this Article 5, Motor Vehicles, in the lease or rental agreement. Unit owners of violators of parking rules are responsible for their guests and tenants and are liable for fines and bills incurred by them. The Board of Directors reserves the right to modify this Article 5, Motor Vehicles, at any time.

Section 5.1 Compliance with Law.

All vehicles must be properly registered with the State of Colorado, their home state, or country of origin, and have current license plates.

Section 5.2 Assigned Spaces.

Each condominium unit includes one garage space and one space in front of the garage space. Extra vehicles may be temporarily parked at limited common spaces in the parking lot for a period of not to exceed 48 hours without moving and being driven on public streets. Vehicles parked in violation of these rules will be fined \$50.00 and may be towed without warning at the vehicle owner's expense.

Section 5.3 Limitations of Use.

- \$ Vehicles with a gross vehicle weight of 10,000 pounds or more may not be parked on common elements, except for temporary loading or unloading, or maintenance work authorized by the property manager of Board of Directors.
- \$ Permission must be obtained from the property manager or Board of Directors for vehicles with a gross vehicle weight of 10,000 pounds or more and no more than two (2) axles to be parked in a designated area near the clubhouse. These vehicles must be removed from the parking area within 48 hours for a minimum of 8 hours before being returned to the parking area. The property manager or Board of Directors reserves the right to change the parking duration and designation at any time.
- \$ Vehicles having four tires on one axle or designed to have four tires on one axle are prohibited from parking next to the buildings.
- \$ Electrical cords for engine block heaters may not be run through building walls or extended through doorways or windows.
- \$ Back-in parking is not allowed on the building side of lots to avoid exhaust fumes entering building units.
- \$ Motor vehicles must not be left unattended and running.
- \$ Vehicles improperly parked (i.e. parking in someone else's space, blocking dumpsters, back-in parking, blocking in others, double parking, etc.) are subject to a \$50.00 fine and may be immediately towed without warning at the vehicle owner's expense.
- \$ Vehicle maintenance (Tune-ups, oil change, tire rotation, etc.), with the exception of emergencies (flat tire replacement, light bulb replacement), may not be performed in the parking lots.

§ Condominium owners will be fined \$50.00 and billed for cleanup and/or repair for damage to the asphalt or other surfaces, as a result of leaking or spilled fluids from vehicles belonging to themselves, guests, or tenants. This includes, but is not limited to, motor oil, antifreeze and transmission fluid.

§ No living unit shall utilize more than three (3) vehicles at any time, wherever parked.

Section 5.4 Speed Limit.

The recommended speed limit on the property is five (5) miles per hour.

Section 5.5 Parking or Driving on Patio or Grass Areas.

Motorized vehicles, to include but not limited to commercial vehicles, all terrain vehicles, and motorcycles, may not drive or park on grass areas or patios. Exception to this would be vehicles used during building and property maintenance or authorization by the property manager or Board of Directors. Motorized vehicles driven or parked on grass or patio areas are subject to a \$50.00 fine and may be immediately towed without warning at the vehicle owner's expense. The owner of the unit will be liable for cost of repair to damaged lawn and underground utilities and water lines.

ARTICLE 6 GENERAL ADMINISTRATIVE RULES

Section 6.1 Consent in Writing.

Any consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers.

Section 6.2 Complaint.

Any formal complaint regarding the management of the property or regarding actions of other unit owners will be made in writing, signed, and mailed to the Board of Directors.

ARTICLE 7 GENERAL RECREATION RULES

Section 7.1 Limited to Occupants and Guests.

Passive recreational facilities, open space and woodland within the common elements are limited to the use of owners, their tenants and invited guests. Only authorized users and their guests are allowed to use the facilities. All facilities are used at the risk and responsibility of the user. The user shall hold the Association harmless from damage or claims by virtue of such use of facilities.

Section 7.2 Children.

Parents are responsible for violations or damage caused by their children whether or not the parents are present. An adult should accompany children under 14 years old.

Section 7.3 Ejection for Violation.

Management personnel may summarily eject unit owners, guest and/or tenants from a recreational facility if they are in violation of the Association Rules.

Section 7.4 Proper Use.

Recreational facilities will be used for the purposes for which they were designed. All picnic areas, playground and other equipment, and surrounding areas will be properly used.

ARTICLE 8 DELINQUENCY POLICY

Section 8.1 Delinquent Dues.

All dues must be paid to the Management Company no later than the 15th day of the month. Any late dues are subject to a \$50.00 late fee plus applicable interest.

Section 8.2 Loss of Services.

Any owner delinquent in monthly dues/assessments for more than 60 days will have the cable television shut off to the unit. Cable will be restored once all delinquent fees have been paid. A service fee will be assessed to reconnect the cable. Cable will only be restored between 9 a.m. - 5 p.m. Monday-Friday.

Section 8.3 Liens.

The Board of Directors will refer all accounts delinquent more than 90 days to the attorney for filing of a Lien. All costs, fees and expenses for such proceedings will be added to the owner's outstanding account.

ARTICLE 9 FINES, ENFORCEMENT OF RULES AND REGULATIONS

The Board of Directors has the authority to institute a schedule of reasonable charges against owners or their agents for violation of these Rules and Regulations, by-laws, the Declarations and the Articles of Incorporation. Reasonable procedures (including notice of alleged violation and opportunity to be heard by a grievance committee) shall be implemented by the Board. All fees, charges, and penalties imposed by the Board and costs incurred by the Association in enforcing the Rules and Regulations shall be considered assessments enforceable against units and unit owners pursuant to these Rules and Regulations and By-laws and Condominium Declaration of the Association.

Each day that a violation continues after notice shall be considered a separate violation. The Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the By-laws, or the Declaration including assessment of charges and penalties, the filing of a lien, the filing of an action for injunction or money judgment, or filing of a suit for unlawful detained. The foregoing Rules and Regulations are subject to amendment by the Board of Directors.

IMMEDIATE FINES

Immediate fines (without warning) will be assessed for the following violations per occurrence.

1	Parking in another unit's space.	\$50.00
2	Parking in front of a Dumpster, blocking pick-up.	\$50.00
3	Parking or driving on grass.	\$50.00 plus cost of repair
4	Failure to pick up after your pet.	\$50.00
5	Vehicle maintenance or repairs in parking area.	\$50.00 plus cost of clean up
6	Tenants having pets.	\$50.00
7	Cigarette butts outside units and/or common areas.	\$50.00

All assigned parking spaces requiring continual oil spill or stain clean up will be charged \$150.00 per clean.

Fine Schedule For All Rules and Regulations

(These graduated rates shall apply, notwithstanding anything to the contrary set forth elsewhere in the Rules & Regulations)

1 st Violation w/in calendar year	\$50.00
2 nd Violation w/in calendar year	\$75.00
3 rd Violation w/in calendar year	\$100.00