

**THE POND
RULES, REGULATIONS & FINING SYSTEM**

These Rules and Regulations (inclusive of additional Rules and Regulations noted in Paragraph 10) have been adopted and implemented to protect the investment of the members and to enhance the values of the properties subject to regulation by the Association.

1. Common Properties

- a) No use shall be made of the Common Properties which will in any manner violate the statutes, rules or regulations of any governmental authority having jurisdiction over the Common Properties.
- b) There shall be no hitting of golf balls or baseballs on the common areas.
- c) No motorized vehicles may be driven on the common property pathways.

2. Parking Restrictions

- a) No parking is permitted in the alleyways behind the cluster homes with detached garages or on the streets in front of the cluster homes with attached garages as these are fire lanes and must be accessible at all times.
- b) Vehicles shall not be parked on the street longer than 24 hours without being moved (Arvada City Law).
- c) Parking areas adjacent to the cluster alleyways shall be used only by the residents of that particular cluster alleyway and their guests.
- d) No abandoned or inoperable vehicles of any kind shall be stored or parked in the community. An "abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of two (2) weeks or longer. All vehicles must have current licenses and be operable.

3. Recreational or Commercial Vehicles

All house trailers, camping trailers, boat trailers, boat and boat accessories, trucks larger than three quarter (3/4) ton, recreational vehicles and related equipment and other commercial vehicles shall be stored in garages or screened by an Architectural Review Committee approved means or parked off-site. Loading or unloading is permitted providing it is completed within a period of 48 hours. Any of the above described vehicles which remain in the Community for a period in excess of 48 hours from the time it entered the Community shall be subject to towing at the owner's expense. The costs associated with the towing shall be added to member's account and shall be considered an assessment under the Declaration of Restrictions.

4. Vehicle Maintenance

- a) All repairs to vehicles requiring more than 24 hours must be made within the confines of the garage.

5. Home & Landscape Maintenance

- a) The structures and grounds of each lot shall be maintained in a neat and attractive manner. This includes maintaining the grass, removing weeds, pruning vegetation and trees as necessary. This also includes maintaining fencing, mailboxes and the exterior of any structure in good repair and appearance.

6. Garbage & Refuse Disposal

- a) No garbage, refuse, rubbish or cuttings shall be deposited on any street, the Common Properties, or any lot, unless placed in a suitable container suitably located solely for the purpose of garbage pickup. Containers for trash may not be placed out for collection more than 24 hours prior to collection nor left out more than 24 hours after collection, and then must be stored out of sight from the street and neighbors' views.

7. Pets

- a) Excessive, continuous barking is prohibited.
- b) Any solid waste deposited on any common area by a pet must be removed immediately by the pet's owner.
- c) Yards must be maintained in a clean and sanitary manner.
- d) Pets shall not be allowed to roam unrestrained on the Common Properties (Arvada Leash Law).

8. Exterior Alterations, Additions, Structures or Improvements

- a) All plans for exterior changes or improvements, and additions must be submitted to the Architectural Review Committee for review prior to making the changes or improvements. (Refer to The Pond Architectural Review Committee Guidelines)

9. Leasing

- a) Each residence shall be occupied and used by owners, their guests, occupants or lessees as residential dwellings only. Owners who permit guests to occupy or lease their property are responsible for the actions of their guests and/or tenants.
- b) All leases must contain the following provisions:
 - (i) An Acknowledgement by the Tenant that the terms of the lease shall be subject, in all respects, to the provisions of the Association Documents and its Rules; which instruments must be referenced with specificity in the lease.

- (ii) An affirmative covenant of the Tenant providing that any failure by the Tenant or Tenant's guests to comply with the terms of the Association Documents or its Rules will constitute a default by Tenant under the lease.
- (iii) An affirmative covenant of the Tenant in which Tenant agrees to immediately pay to the Association all Fines assessed against it or its guests.
- (iv) With respect to the use and occupancy of the Common Areas, all privileges of Owners are transferred to Tenants.

10. Other Rules and Regulations

Any member or resident in violation of these Rules and Regulations, the Tennis Court Rules and Regulations, the Pool and the Lake Rules and Regulations, the Declaration of Restrictions or other governing document of the Association shall be subject to the Fines provisions set forth below.

Fines

In accordance with state law, a fine system has been developed for infractions of these rules and regulations. These fines are not designed to be punitive but to encourage compliance. Homeowners who lease their homes are responsible for any violations by their tenants and any subsequent fines. Fines not paid will be recorded as liens against properties.

The fine schedule for specific violations such as speeding, nuisances, pet issues, etc., is:

| | |
|----------------------------------|--------|
| 1st infraction | \$ 50 |
| 2nd infraction (within 90 days) | \$ 100 |
| 3rd infraction (within 120 days) | \$ 150 |

The fine schedule for ongoing violations such as architectural, landscaping, parking, etc., is:

| | |
|--------------------------------------|--------|
| Violations exceeding 30 days | \$ 50 |
| Violations exceeding 60 days | \$ 100 |
| Violations exceeding 90 days | \$ 150 |
| Per month until requirements are met | |

Notice/Hearing

Except as may be provided elsewhere in these Rules:

Prior to the levying of Fines, Persons liable for the payment thereof, must be provided Notice and an opportunity to be heard.

Persons entitled to a Hearing shall have the opportunity to be heard at the next regularly scheduled meeting of the Board of Directors, or at such meeting as may be scheduled by the Board of Directors. All Hearing shall be held within the Community at a location set forth in the Notice.

All Notices required to be given under these Rules shall be in writing and shall be deemed given when delivered personally or when deposited into the United States mail, sent first class postage prepaid, return receipt request, and addressed to the receiving party as follows: to an Owner, to his or her Unit, or such other address as may be delivered, in writing, to the Property Manager.

In the event any Person entitled to a Hearing fails to appear, he or she will be presumed to have acknowledged the Violation and will be subject to all penalties for the occurrence of the Violation.

The undersigned, as Secretary of The Pond Homeowners Association, Inc., a Colorado nonprofit corporation (the Association), hereby certifies that the preceding four (4) pages constitute all of the Rules and Regulations noted in Paragraph 10), as duly enacted by its Board of Directors on

October 16, 1997

Secretary