

**INITIAL RULES AND REGULATIONS OF  
TALLMAN OWNERS ASSOCIATION, INC.**

**I. INTRODUCTION.**

- A. It is in the interest, and for the benefit, of all Members that rules and regulations ("Rules") are established governing the daily operation of the Community. Capitalized terms, not otherwise defined herein, shall have the same meanings as assigned to them in the Declaration of Covenants, Conditions and Restrictions of Tallman (the "Declaration") or in the Bylaws of the Association (the "Bylaws"), as applicable.
- B. It is the intent of the Board to establish Rules that are:
  - 1. sensible and reasonable;
  - 2. clear and unambiguous;
  - 3. uniformly and promptly enforced; and
  - 4. of benefit to all of the Owners.
- C. The goals of the Rules are to:
  - 1. protect the investment of the individual Owners; and
  - 2. improve the general environment and quality of living in the Community.

**II. AUTHORIZATION AND ENFORCEMENT.**

- A. The Rules have been developed, adopted, and implemented by the Board through the authority given them under Section 3.7 of the Declaration.
- B. The Association may employ professional management under contract with the Association to manage the affairs of the Association ("Managing Agent"), together with all related support personnel necessary to conduct the affairs of the Association. The Managing Agent reports to the Board. The Board and the Managing Agent are authorized to enforce the Rules.

**III. EFFECTIVE DATE.**

- A. These initial Rules will be considered as in effect immediately and any modifications, additions, or deletions to these Rules will be considered as in effect fourteen (14) days after final approval by the Board.
- B. Copies of the Rules can be obtained through the Managing Agent's office. Copies will be limited to one copy per request.

#### IV. APPLICABILITY / RESPONSIBILITY.

- A. These Rules apply to all Owners regardless of where they may actually reside and all of their respective Permittees.
- B. Responsibility of Owners:
  - 1. If a Lot is sold, it will be the responsibility of the former Owner to provide its successors with a copy of all of the Governing Documents including, without limitation, these Rules.
  - 2. It will be the responsibility of Owners to see to it that their family members, guests, visitors, lessors, lodgers, roomers, etc., are apprised of the Rules. Neither the Association nor the Board will be responsible for notifying non-Owner residents, guests, visitors, etc. of the Rules.
  - 3. All Owners are responsible for providing their lessees with a copy of the Rules which govern the Association.
  - 4. In all cases, Owners will be held responsible for the actions of their families, their guests, their lessees and the actions of their lessee's guests.

#### V. INTERPRETATION OF THE RULES.

- A. The interpretation of the Rules will be at the sole discretion of the Board and/or its Managing Agent. Their judgment will be the sole criteria as to whether an infraction or violation has occurred.
- B. No failure by the Association to insist upon the strict performance of any provision of the Rules will constitute a waiver of any such provision.
- C. No waiver of a breach of these Rules shall prevent a subsequent breach from having the full force and effect of a violation or prevent the Association from exercising all of the remedies found in these Rules.

#### VI. MEETINGS.

- A. The Association meets on a periodic basis in accordance with the procedures set forth in the Bylaws. Board meetings are open to attendance by Owners or their proxied representative, as provided in the Bylaws. The Board may limit the amount of time any one Member addresses the Members at any meeting of the Members for the purpose of giving other Members an opportunity to speak. Members should, and the Board may require them to, restrict their remarks to the agenda item under discussion. Courteous behavior is required; no unruly conduct including, without limitation, personal attacks or derogatory remarks, cursing, or shouting, shall be tolerated. Upon failure of a Member to cease and desist from unruly conduct after warning by the Board, the Board has the authority to (i) order a Member(s) to leave a meeting; (ii) adjourn the meeting; or (iii) summon law

enforcement to remove the Member(s) from the meeting if the Member(s) refuses to leave voluntarily.

- B. The annual Owners' meeting is held at a time and place selected by the Board. Notice of the meeting is provided to each Owner. Owners have the right to vote at this meeting, either in person or by proxy, as provided in the Declaration and Bylaws. At this meeting, the Board members transact any business that properly comes before the Association, including discussion of the budget or budgets, finances and the election of one or more directors.
- C. Alcoholic beverages of any kind are expressly prohibited at any meeting of the Association or Board. Any attendee at such function who is under the influence of alcohol (such influence to be determined by the presiding official) will be required to leave

#### VII. PROOF OF OWNERSHIP/ADDRESS OF RECORD.

- A. Every person becoming an Owner shall immediately furnish to the Managing Agent a photocopy of the recorded deed or other instrument vesting legal title to the Lot with that (those) person(s).
- B. Inasmuch as all correspondence with an Owner can only be accomplished if the Association and its Managing Agent are aware of the Owner's "Address of Record," each Owner shall keep the Association, through its Managing Agent, apprized of any changes to his or her "Address of Record."

#### VIII. RENTALS AND LEASED LOTS.

- A. Owners who lease their Lots (or the Improvements thereon) will be required to provide the Managing Agent with a legible copy of the lease agreement meeting the requirements of Section 11.13 of the Declaration within ten (10) days of commencement of the lease.
- B. Owners will be required to provide the Managing Agent with the name(s) of their lessee(s) and a means – preferably a telephone number – that can be used to contact them in cases of emergency.
- C. Under no circumstance may Owners or their agents use their Lots (or the Improvements thereon) for "hotel" purposes, i.e., rental or leasing on a day-to-day or week-to-week basis.

#### IX. VEHICLES AND PARKING.

- A. All vehicles parked anywhere within the Community (other than within an enclosed parking structure on an Owner's Lot) must have current, valid license tags. In accordance with Colorado State law, out-of-state vehicles must be properly plated within thirty (30) days.

- B. Except with the permission of the Board, no house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (excluding pickup trucks that are one ton or less), self-contained motorized recreational vehicle, jet ski, snow mobile, or other type of recreational or commercial vehicle or equipment, may be parked or stored on the Lots, or parked or stored on any property visible from the ground level of any other Lots, unless such parking or storage is entirely within the garage area of any Lot, except that any such vehicle (i) may be otherwise parked as a temporary expedient for loading, delivery, or emergency and (iii) may be parked for a maximum of three (3) consecutive days in the driveway of a Lot. Trucks or other commercial vehicles which are necessary for construction or maintenance of any portion of the Community or any Improvements located thereon are not subject to this rule.
- C. Notwithstanding the forgoing, the Association may not prohibit the parking of a motor vehicle by an Owner if the vehicle is required to be available at designated periods at the Owner's Unit as a condition of the Owner's employment and all of the following criteria are met: (a) the vehicle has a gross weight rating of 10,000 pounds or less; (b) the Owner is a bona fide member of a volunteer fire department or is employed by an emergency service provider, as defined in C.R.S. § 29-11-191(1.6); (c) the vehicle bears an official emblem or other visible designation of the emergency service provider; and (d) parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Owners to use streets and driveways within the Community.
- D. All vehicles shall be parked in such a manner so as to not impede access to and through the Community.
- E. No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community, or parked or stored on any property visible from the ground level of any other Lot. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of forty-eight (48) hours or longer, or which does not have an operable propulsion system installed therein, or which is not then currently registered and licensed; provided, however, that otherwise permitted vehicles parked by Owners while on vacation (for a maximum of two (2) weeks) or during a period of illness shall not be deemed to be abandoned.
- F. Any kind of maintenance of vehicles (e.g., engine repair, oil change, draining of anti-freeze, engine tune-up, etc.), other than washing and polishing, may not be performed or conducted in the Community unless it is done within completely enclosed structure(s) which screen the sight and sound of the activity from the street and from adjoining property Common Elements is prohibited.
- G. Tagging and Towing:

1. Except in those cases of a second infraction or in which a vehicle must be removed immediately, vehicles which are tagged for towing will have 24 hours within which to "cure" the infraction, after which they may be towed. Vehicles that have earlier been tagged, i.e., tagged for previous infractions, may be towed without warning.
2. Neither tagging nor towing will require prior approval by the Board. Both tagging and towing may be enforced by the Managing Agent.
3. The towing of any vehicle will be done at the expense of the owner of the vehicle. The location of vehicles that have been towed may be obtained from the Managing Agent.

X. GENERAL RESTRICTIONS

- A. The Lots within the Community must be kept in a neat and clean condition. No trash, litter, junk, boxes, etc. may be permitted to remain exposed so that it is visible from any neighboring Lot, the common area or any street. Trash cans must be stored in an enclosed structure, except for a reasonable time period prior to and after the designated trash pick up day.
- B. In addition, the following shall be prohibited:
  1. "For Sale" signs or other advertising signs on or about any parked vehicle;
  2. Activity within or without a Lot that violates any local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;
  3. Any noxious or offensive activity which in the Board's reasonable determination tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Elements or to the occupants of other Lots;
  4. Outside burning of trash, leaves, debris or other materials;
  5. Outside storage of household goods or furniture, lawn maintenance equipment, recreation equipment, vehicles of any type or construction materials;
  6. Using or discharging any firearms firecrackers or other fireworks; provided the Board shall have no obligation to take action to prevent or stop such discharge;
  7. Accumulating rubbish, trash or garbage except between regular garbage pickups, and then only in approved containers;

8. On-site storage of fuel, except, that a reasonable amount of fuel may be stored on each lot for emergency purposes, for outside cooking (BBQ's) and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment;
9. Keeping of flammable, combustible or explosive fluids, chemicals or hazardous substances except those required for normal household use.
10. Any activities that materially disturb or destroy the vegetation, landscaping or air quality within the Community or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;
11. Structures, equipment or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen into disrepair.

#### XI. USE OF THE COMMON ELEMENTS.

- A. The Common Elements may neither be obstructed or used by any Owner or Permittee for any purpose other than that for which they are intended.
- B. Owners will be held responsible for any damage to the Common Elements or common personal property caused by the Owner, his or her family members, their guests, their lessees or the guests of their lessees.
- C. Except for seasonal decoration and/or lighting, no article of any kind may be placed on or in any of the Common Elements.
- D. Smoking is not permitted anywhere in the Common Elements.
- E. Owners and their Permittees shall use the Common Elements with care and solely at their own risk. Owners and their Permittees expressly assume the risk of using the Common Elements.
- F. All sidewalks, driveways, entrances and passageways shall not be obstructed or used for any purpose other than ingress and egress.
- G. No article of personal property shall be placed on or in any of the Common Elements except for those articles of personal property that are the common property of all of the Owners.
- H. No Owner shall perform any kind of work upon the Common Elements. Such work is the responsibility of the Association.

#### XII. PETS.

- A. No pets that are prohibited under applicable law are permitted in the Community.

B. Any Owner or tenant who keeps or maintains any pet shall be deemed to have agreed to indemnify the Association, each of its Members, its Board, and the Managing Agent, from any loss, claim, or liability of any kind or character whatsoever arising by reason of keeping or maintaining such pet within the Community.

C. Number, Size, and Type of Pets.

1. The maximum number of dogs and/or cats allowed per Lot is four (4); there is no restriction regarding size or weight; provided, however, that the Board shall have the authority to promulgate and modify additional Rules and Regulations from time to time in its sole and absolute discretion with regard to pets, and provided that no pets may be raised, bred or kept for commercial purposes or be permitted to become a nuisance or a danger to other Owners or their Permittees, as determined by the Board in its sole and absolute discretion. The Association shall have and is hereby given, the right and authority to determine in its sole and absolute discretion that dogs, cats or other household pets permitted herein are being kept in such number or in such manner as to be unreasonable or to create a nuisance or danger to other Owners or their Permittees, and to take such action or actions as it deems reasonably necessary to correct the same, including prohibiting the pet(s) from being kept in, and requiring removal of the pet(s) from, the Community. An Owner's license to keep household pets granted under this Section is revocable by the Board for violation of the terms hereof and shall be coupled with the responsibility to pay for any damage caused by such Owner's pet(s), as well as any costs incurred by the Association as a result of such pet(s), and any such amounts shall be and constitute an Assessment subject to and enforceable by the Association in accordance with the Declaration. Each Owner is responsible for cleaning up his pet's waste and to comply at all times with applicable ordinances, laws, and regulations governing pets, including, without limitation, the obligation to leash dogs at all times while outside of a Lot.
2. In those instances in which a pet is determined to have proved to be either vicious, a nuisance or health hazard, the Association reserves the right to have such pet permanently removed from the Community. Except in those circumstances in which the health and safety of the Owners of the Community is at issue and thus require immediate attention, such action will require majority approval of the Board.
3. All pets are required to wear current license and current immunization tags.
4. Owners and their Permittees shall take appropriate steps to prevent pets from barking, howling, whining, or making other noises for such a time, or at such a time, so as to disturb an Owner's rest or peaceful enjoyment.

5. Pet owners shall be held liable for any damage, injury, or disturbance as their pets may inflict or cause.
6. Owners will be held responsible for the behavior of the pets of their guests, and for the pets of their lessee's guests.
7. Owners agree to comply with:
  - a) current inoculations of pets as required by applicable Department of Health guidelines; and
  - b) all other applicable governmental laws and regulations pertaining to keeping, maintaining or raising a pet.

### XIII. LITTERING AND TRASH DISPOSAL.

- A. No trash of any kind shall be deposited or left on the Common Elements by any Owner and/or their Permittees.
- B. Furniture, large appliances, building materials, and large objects of any kind are not to be put out for pick-up by the Association's waste removal provider. Owners will have to make arrangements for the removal and disposal of such material.
- C. All trash and recycling receptacles/bins shall be taken out no sooner than 5:00 a.m. on the day of pickup and returned to storage no later than 24 hours after removal to ensure that unsightly, but necessary items such as trash and recycling receptacles are in public view as minimal amount of time as possible for the overall aesthetics of the Community. If the Association establishes, retains or otherwise provides trash removal services within the Community, all Owners shall be obligated to use such trash removal service.

### XIV. NOISE, LIGHTS, AND ODORS.

- A. Owners, tenants, and their guests shall exercise reasonable care to avoid making, or permitting to be made, loud, disturbing, or objectionable noises that may be heard outside of an Owner's Lot. Owners shall neither play, nor permit to be played, musical instruments, radios, television sets, or any other device in such a manner as may disturb other Owners. Complaints about noise should first be reported to the local authorities and then the Managing Agent.
- B. Owners and tenants shall not permit, or cause, the emission from any Lot any odor which either noxious or unreasonably offensive to other Owners.
- C. With the sole exception of holiday seasonal lighting, any exterior lighting will require the written consent of the Board or Design Review Committee. Seasonal holiday lighting may be installed only after Thanksgiving and shall be removed before January 31 of the following year.



XV. SIGNS AND UNIT NUMBERS.

- A. Except as otherwise provided in the Declaration or CCIOA, no signage of any kind may be placed on the Common Elements by an Owner.
- B. Except as expressly provided in the Act or in the Declaration, no sign of any kind shall be displayed to the public view on any Lot.
- C. Notwithstanding anything to the contrary in these Rules and Regulations or the Declaration, an Owner may display an American flag, military service flag or political signage, subject to the following restrictions:
  - 1. An Owner or occupant may place an American flag on the balcony or patio without the prior consent of the Design Review Committee, but no Person shall display any American flag from any window, balcony or patio that is larger than 48" in length without the prior consent of the Design Review Committee.
  - 2. An Owner or occupant may place a military service flag bearing a star denoting the service of such Owner or occupant, or members of such Owner's or occupant's immediate family, in the active or reserve military service of the United States during a time of war or armed conflict on the inside of any window or door of the Owner's home. No such flag shall exceed 9" by 16" in size.
  - 3. An Owner or occupant may place political signs promoting or opposing a candidate for office or a ballot issue in the window of such Owner's or Occupant's home, or within the boundaries of an Owner's Lot, not earlier than forty-five (45) days prior to the applicable election day, and shall remove any such signs within seven (7) days after such election. Not more than 1 sign per candidate, office or issue may be so displayed and, subject to applicable law, no such sign shall exceed 36" by 48" in size.

XVI. BOOKS AND RECORDS.

- A. All Association records and documents required to be maintained by the Association and/or disclosed to the Members under C.R.S. §38-33.3-317 (the "Association Records"), including, without limitation, budgets, financial statements, minutes of meetings of the Board, minutes of meetings of the Members, the Declaration, the Articles of Incorporation, the Bylaws and these Rules, are kept at the Managing Agent's office and such Association Records are available for inspection by Members, as set forth in the Bylaws and the Colorado Nonprofit Corporations Act. Copies are available for a charge, which may be collected in advance and may cover the costs of labor and material, but shall not exceed the estimated cost of production and copying.
- B. At the discretion of the Board, subject to the provisions of C.R.S. 38-33.3-317, certain of the Association Records may only be inspected in the presence of a

Director or employee of the Managing Agent. No Association Records may be removed from the office without the express written consent of the Executive Board. Further, if a Member requests to inspect Association Records, the Association may photocopy and provide the requested Association Records to the Member in lieu of the Member's inspection of the Association Records if consented to by the Member.

- C. As set forth in C.R.S. §38-33.3-317, the Association may withhold, and in some instances, must withhold, certain records from inspection and copying.

XVII. ENFORCEMENT AND RESPONSIBILITY FOR PAYMENT.

- A. ENFORCEMENT. The Board, by resolution, has adopted a policy and procedure for enforcement of the Governing Documents, in accordance with C.R.S. §38-33.3-209.5.

- B. RESPONSIBILITY FOR PAYMENT OF FINES AND OTHER COSTS.

1. Owners will be held responsible for the payment of fines and attendant costs which are assessed because of an infraction or violation of the Rules either by themselves and/or their guests.
2. In the case of a leased Lot or Improvement, the Owner will be held responsible for the payment of fines and attendant costs that are assessed because of a Rule infraction by his or her Permittees.
3. In all cases, the Association will turn to the Owner for the payment of fines and any other costs attendant upon an assessed penalty. Neither the Association, the Board, nor the Managing Agent will be responsible for the "pass-through" collection of fines, etc. (i.e., the direct collection of monies from a non-Owner).

XVIII. COLLECTION OF UNPAID ASSESSMENTS. The Board, by resolution, has adopted a policy and procedure for collection of unpaid assessments, in accordance with C.R.S. §38-33.3-209.5.

XIX. AMENDMENT TO RULES. These Rules may be amended from time to time by the Board. The Board, by resolution, has adopted a policy and procedure for adoption of policies, including amendments to these Rules, in accordance with C.R.S. §38-33.3-209.5.


XX. ASSOCIATION FUNDS; RESERVES. The Board, by resolution, has adopted a policy and procedure for investment of reserve funds and conduct of reserve studies in accordance with C.R.S. §38-33.3-209.5..


XXI. SEVERABILITY. The provisions of these Rules shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect

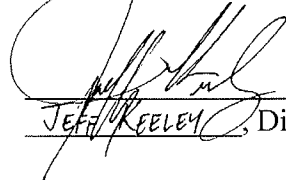
the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the initial Directors, have approved and executed these Initial Rules and Regulations as of the 23<sup>rd</sup> day of FEBRUARY, 2015.

By:   
\_\_\_\_\_  
RANDY ROBERTS, Director

By:   
\_\_\_\_\_  
TIM CRAFT, Director

By:   
\_\_\_\_\_  
JEFF KEELEY, Director