

**RULES AND REGULATIONS
FOR
BERRYMAN FARM HOMEOWNERS ASSOCIATION**

These Rules and Regulations are adopted by the Berryman Farm Homeowners Association (“Association”), pursuant to the authority set forth in the Declaration of Covenants, Conditions and Restrictions for Berryman Farm recorded in the real property records of the Clerk and Recorder of the County of Weld, Colorado (“Declaration”).

Recitals

WHEREAS, the Declaration authorizes the board of directors of the Association (“Board”) to adopt rules and regulations to govern the affairs of the Association; and

WHEREAS, pursuant to the authority vested in the Board by the Declaration, the Board has promulgated the following rules and regulations for the purpose of protecting and enhancing the rights and interests of the Members of the Association who are Owners of the Lots and preserve the property value of the Planned Community subject to the Declaration.

NOW, THEREFORE, the Board hereby establishes, makes and adopts the following rules and regulations of the Association.

**Article 1
Definitions**

- 1.1 All words and phrases herein shall have the meaning provided in the Declaration, unless otherwise defined herein.
- 1.2 The use of the word Owner herein shall also apply to and include any person who is permitted to be on the Planned Community by an Owner including, but not limited to, an Owner’s family, guests, invitees, tenants, visitors or independent contractors.
- 1.3 Except as otherwise indicated herein, “Lots” shall refer to residential Lots, as defined in the Declaration.

**Article 2
Use Restrictions**

- 2.1 Use of Lot and Planned Community. Subject to the provisions of the Declaration and the Bylaws of the Association, no part of a Lot shall be used for any purpose other than housing and the related common purposes for which the Planned Community was designed with respect to the Lots. Each Dwelling Unit shall be used as a residence for a single family or such other uses permitted by the Declaration or by these Rules and Regulations, and for no other purpose. No Lot may be used for any purpose which is unlawful or which fails to comply with rules and regulations that the Board may enact

from time to time or which constitutes a nuisance or disrupts the reasonable use and enjoyment of the Planned Community by other Owners.

2.2 General Use Restrictions.

a. No owner or occupant shall operate any machines, appliances, electronic devices, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or cause any damage to or overloading of any mechanical, electrical, plumbing, or any other system serving the Planned Community. So as not to disturb other Owners, there will be no loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other Owners. Volumes shall be appropriate between the hours of 10:00 p.m. to 8:00 a.m., and at all other times, as determined by the Board.

b. Each Owner shall maintain his/her Dwelling Unit in good condition and in good order and repair, at the Owner's expense, and shall not do or allow to be done on his/her Lot or on the Common Areas anything which may increase the cost or cause the cancellation of insurance carried by the Association.

c. No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted upon any Lot except as hereinafter provided in Section 2.2(d).

d. The Lot restrictions set forth in Section 2.1 and 2.2(c) shall not, however, be construed in such a manner as to prohibit an Owner from: (i) maintaining his/her personal professional library in within a Dwelling Unit; (ii) handling his/her personal business or professional telephone calls or correspondence from a Dwelling Unit; (iii) maintaining a computer or other office equipment within a Dwelling Unit; (iv) utilizing administrative help or meeting with business or professional associates, clients, or customers in the Dwelling Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Section 2.1 or Section 2.2(c). Any accessory business use of a Lot, permitted by this Section, must be in compliance with all applicable statutes, ordinances and governmental regulations, must not have any adverse impact on the Association including but not limited to unreasonable use of the common areas and insurance concerns, and must be conducted in accordance with the Declaration, Bylaws, and these Rules and Regulations of the Association.

2.3 Pets. No animals of any kind, including but not limited to dogs, cats, livestock, poultry, lizards, snakes, and birds, shall be kept, maintained or raised within the Planned Community, including the Lots, except as follows:

a. The Board may prohibit keeping within a Lot certain breeds or kinds of dogs, cats and birds, and other pets, restrict the size of such pets, and impose conditions and restrictions upon keeping such pets, based upon a specific determination that such type or size of pet or that more than one of a particular type of pet may constitute a safety concern or nuisance to other Owners.

b. No animal of any kind may be bred or boarded for commercial purposes within any Lot.

c. No animals shall be kept or raised within any Lot for any commercial purpose.

d. All Owners immediately shall clean up after their pets and dispose of their pet's refuse in a suitable container as defined from time to time by the Executive Board.

e. Pets shall not be allowed to damage grass, shrubs, trees or any other portion of the common areas or to become a nuisance or annoyance to others. Expenses and costs incurred by the Association as a result of damage caused by any pet shall be reimbursed to the Association by the owner of the pet responsible for causing the damage.

f. Pets shall not be allowed outside of the Owner's Lot unless restrained by a suitable leash and under the direct control of the pet's owner.

g. Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the Common Areas or otherwise left unattended.

h. Owners agree to comply with:

i. current inoculations of pets as required by applicable Department of Health guidelines; and

ii. all other applicable governmental laws and regulations pertaining to keeping, maintaining or raising a pet.

2.4 Trash.

a. No resident shall sweep or throw any debris onto the Common Areas. Disposition of garbage and trash shall be by the use of common trash facilities, if available, in strict accordance with the rules and regulations adopted or approved by the Board from time to time and also with any statute, ordinance or governmental regulation. Trash receptacles shall not be used for the disposal of hazardous waste or large items such as, but not limited to, building materials and large quantities of landscape materials, furniture, appliances, or hot water heaters. Removal of these items from the property is the responsibility of the Lot Owner.

b. All roadways and walkways shall be clear for emergency traffic.

c. The Association assumes no liability for any loss or damage to articles left or stored in any Common Area or other area.

d. Nothing shall be thrown or tossed from any Lot, including, but not limited to, cigarettes, cigars, food, water, stones, missiles, incendiary or explosive devices.

“Incendiary or explosive device” shall include, but not by way of limitation, any device consisting in whole or in part of flammable material or other material having the capability of exploding, igniting or burning. The proper authorities will be called to investigate such activity. Any staff or residents witnessing such activity may sign a complaint against the offending party.

2.5 Flammable Substances. No flammable, combustible or explosive fluids, chemicals or substances shall be kept within the Lot except those required for normal household use.

2.6 Parking.

a. No vehicle may be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or parking space, nor shall any vehicle be parked on any grass, sidewalks or patios of the Planned Community, block garbage trucks from access to any dumpsters in the Planned Community, or be parked in a fire lane or designated "no parking" area.

b. All vehicles parked in the Planned Community must have current license plates. Inoperative or abandoned vehicles may not be parked on any part of the Planned Community. Vehicles shall be deemed to be abandoned or inoperative if they meet one or more of the following criteria:

- i. Has not moved from location for 20 days, except with the written permission of the Board of Directors.
- ii. The vehicle has a flat tire or other condition rendering it inoperable.
- iii. Does not have current license plates.
- iv. Is in an obvious state of disrepair, such as a missing tire, smashed window, missing or damaged body panel or other parts, or the vehicle is on jacks or blocks.

c. Vehicles in violation of parking regulations are subject to being towed at owner's expense and or being fined by the Board of Directors.

2.7 Household Items. Rugs, clothing or other household items may not be hung from any window, patio, fence, or facade within the Lots.

2.8 Fireworks. No fireworks or firearms may be fired or discharged within the Planned Community.

Article 3 Enforcement

3.1 Any complaint which alleges a violation of the Declaration and/or Rules shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:

- a. The name, Lot address and phone number of the complaining witness.
- b. The name and Lot address number of the violator.
- c. The specific details or description of the violation, including the date, time and location where the violation occurred.
- d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
- e. The signature of the complaining witness and the date on which the complaint is made.

3.2 The Owner shall be notified of the complaint and alleged violation by the Association or its duly authorized agent. If the complaint is based on conduct of the Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B ("Notice of Violation".)

3.3 Any Owner charged with a violation of the Rules is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:

- a. Within seven (7) days after the Notice of Violation has been delivered on the Owner, the Owner must complete the Request for a Hearing form, which is attached to the Notice of Violation (see Exhibit B), and return it to the Association or its managing agent.
- b. If a request for a hearing is timely filed, a hearing on the complaint shall be held before the Board. The hearing shall be conducted no later than twenty-one (21) days after receipt of the Request for a Hearing, as determined by the Board. An Owner may request an expedited hearing.
- c. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. Following a hearing, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Owner and Association.
- d. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit C.

3.4 If no Request for a Hearing is filed within seven (7) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by

default, and appropriate sanctions shall be imposed at a meeting of the Board. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted.

3.5 If an Owner is found to have violated personally or is otherwise liable for a violation of the Declaration and/or Rules, the following shall occur:

a. If found to be guilty of a first violation of a given provision of the Declaration and/or Rules, the Owner shall be notified of the finding by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that if any further violations occur a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine.

b. If found to be guilty of a second or continuing violation of the same provision of the Declaration and/or Rules, the Owner shall be notified of the finding by the Association or its duly authorized agents. The Owner shall be assessed a fine.

c. Where a fine is imposed, unless expressly provided in another Section of these Rules, it shall be in the amount of fifty dollars (\$50.00) for a single incident of violation of a Rule, one hundred dollars (\$100.00) for a second single incident of violation of the same Rule, and one hundred fifty dollars (\$150.00) for a third or subsequent single incident of violation of the same Rule, and not to exceed five hundred dollars (\$500.00); or the sum of twenty five dollars (\$25.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.

d. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to pay for any damage or any unauthorized condition on the property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Association, or to pay any legal expenses and costs incurred by the Association as a result of the violation. Any damage to the Common Elements, which has been repaired by the Owner, must be inspected by the Board's representative to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Owner as part of his share of the Common Expenses.

3.6 Any Owner assessed herein shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed herein shall be added to the Owner's account and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Lot.

3.7 Time is of the essence of this policy. Notices are deemed delivered either:

a. At the time of delivery if by personal delivery; or

b. On the second business day after deposit in the United States Mail.

3.8 The remedies provided for herein are not exhaustive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or Association Bylaws to prevent or eliminate violations of these Rules.

**Article 4
Miscellaneous Fees**

Owners may be charged a fee for services or materials. The services, materials and related fees that may be charged include, without limitation:

- | | | |
|----|--|----------------------|
| 1. | Transfer Fee: | \$50.00 |
| 2. | Governing Documents & other Association information: | \$25.00 + copy costs |
| 3. | Association Assessment Certification: | \$55.00 |
| | less than 24-hour notice: | \$110.00 |

**Article 5
Miscellaneous**

5.1 Declaration Prevails. In the event that there is any inconsistency between the provisions of these Rules and Regulations and the Declaration, the Declaration shall prevail.

5.2 Amendment. The Board may amend, supplement, repeal, replace or modify these Rules and Regulations from time to time as it deems appropriate or convenient.

IN WITNESS WHEREOF, the undersigned President of the Association certifies adoption of the foregoing Rules and Regulations of the Berryman Farm Homeowners Association by the Board of Directors on the 11 day of MAY, 2004.

David H. Shoup 5-11-04
David Shoup, President

EXHIBIT A
VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Reporting Witness Name _____ Date _____
Address _____ Area Code - Phone number _____

ADDITIONAL WITNESSES

Name & Address _____ Area Code - Phone Number _____
Name & Address _____ Area Code - Phone Number _____

INFORMATION CONCERNING THE VIOLATOR

Violator's Name _____ Area Code - Phone Number _____
Address _____

Owner's Name, Address & Phone No. if different than the Violator, _____

INFORMATION CONCERNING THE VIOLATION

Violation Date _____ Time _____ Location _____

Section(s) of Declaration, Bylaws or Rules that was violated _____

Reporting Witness' Observations:

Were any photographs or sound recordings made? Yes _____ No _____ By whom? _____
_____ Include any audio or videotapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph(s), the date it was made, the location it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL FULLY COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL _____ WILL NOT _____ APPEAR TO TESTIFY AS A WITNESS.

Signature

EXHIBIT B

TO: _____
(Owner/Tenant)

Date: _____

NOTICE OF VIOLATION

Re: Violation of Declaration, Bylaws or Rules and Regulations

You are hereby notified, as the Owner/Tenant of the _____ at (Address, City) _____, Colorado that you violated the Association's Declaration, Bylaws or Rules and Regulations. The actions complained of occurred on or about _____, 20____ and are described as follows:

UNDER THE ASSOCIATION'S RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN 7 DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR MONTHLY ASSESSMENT.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, THE ASSOCIATION MAY CORRECT THE VIOLATION AT YOUR EXPENSE.

Please consult the Association's rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form within 7 days to the Association at the address below.

Very truly yours,

BERRYMAN FARM HOMEOWNERS ASSOCIATION

By: _____

Title: _____

Address

City, State, Zip

Area Code and Phone #

EXHIBIT B-2

REQUEST FOR A HEARING

I hereby request a hearing on the statements made against me as contained in the Notice of Violation dated _____, 20__ alleging a violation of the Declaration, Bylaws or Rules of Berryman Farm Homeowners Association.

Owner/Resident's Name (printed)

Address

City, State, Zip

Area Code and Phone #

Signature

Date

EXHIBIT C

TO: _____
(Owner/Tenant)

Date: _____

NOTICE OF DETERMINATION REGARDING VIOLATION

On _____ 20__ you were notified of a violation of the Declaration, Bylaws, or Rules of the Association. Pursuant to the Association rules:

- () A hearing was held at your request regarding the alleged violation.
- () You have admitted to the violation by default and waived your right to request a hearing. After considering the complaint and evidence, the following determination has been made and the following action(s) will be taken:
- () You were found not guilty and no action will be taken.
- () A 1st, 2nd, 3rd or subsequent violation (circle one) of the Association's Declaration, Bylaws or Rules has occurred and a fine in the amount of \$_____ is now due.
- () A violation of the Association's Declaration, Bylaws or Rules of a continuing nature has occurred and a fine in the amount of \$_____ per day from _____, 20__ is now due. A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
- () Damages & expenses in the amount of \$_____ have accrued and are due.
- () Legal expenses in the amount of \$_____ have been incurred by the Association and are due.
- () Damages have occurred or an architectural violation exists, as charged in the complaint. The Association will proceed to have the damages or violation corrected or repaired at your expense.
- () As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the fees and expenses incurred will be assessed to you.

BERRYMAN FARM HOMEOWNERS ASSOCIATION

By: _____
Title: _____
Address: _____