

THE WIMBLEDON ASSOCIATION, INC.

RULES AND REGULATIONS

FORWARD

The Wimbledon is a residential complex of 292 family homes in separate condominium units occupied by members/owners or their tenants. The common areas are viewed as an extension of the resident's homes and are for the exclusive use of the residents and their guests. Common areas are not seen as public spaces. Persons other than residents and their guests on common areas may be considered to be trespassers.

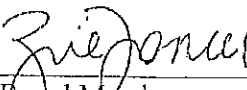
The common facilities that are provided for the enjoyment of all owners/tenants and their guests are subject to all rules established by the Board of Directors. Each member is responsible for compliance with Rules and Regulations by his family, guests, visitors, tenants and others brought to the Wimbledon. It is highly recommended that all owners or agents include reference to this document and require compliance with it in their lease agreements.

The Wimbledon Association, Inc's Board of Directors has been given the authority and responsibility by the Declaration and Bylaws to establish uniform guidelines of behavior at the Wimbledon, which are known as the Rules and Regulations. The enclosed Rules and Regulations were written with consideration for all residents' comfort, convenience, and the right to enjoyment while living at the Wimbledon. Of course, the wishes and needs of the residents will always be given primary consideration when the Board of Directors finds it necessary to rewrite or amend The Wimbledon Association's Rules and Regulations.

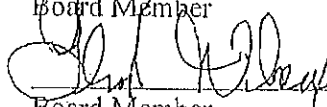
Copies of the Rules and Regulations are available at the Wimbledon office, 3161 Madison Avenue, Unit Q215, and the Wimbledon Resident Manager may be contacted at 303-449-5811. The Wimbledon is professionally managed by Hudson Real Estate, 1200 28th Street, Suite 100, Boulder, Colorado 80303, and they can be reached at 303-442-6380.

Samples of notification documents and lease addendum are attached.

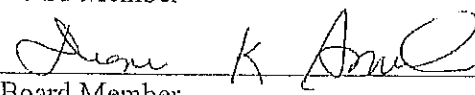
Approved this 14 day of November, 2012.



Board Member



Board Member



Board Member

I. CONDOMINIUM UNITS

- A. Each member has total control and use of his condominium unit for residential living. Limitations imposed by the Association to enhance the quality of living for all members are:
1. Use, which creates a nuisance for others. Each occupant should particularly minimize noise intrusion in any form including music, machinery and appliances from 11 P.M. to 7 A.M. The following policy has been adopted by the Board of Directors.
 - a. *Any resident who is disturbed by undue noise from the surrounding units may call the police for assistance.*
 - b. *If the police do not respond, the resident may call the Association at 449- 5811. If the Association is called a security guard may be sent to the offending unit and may be accompanied by the police.*
 - c. *If a security guard is dispatched and finds that there is in fact a violation of this rule the actual cost of this call plus the cost of mailing notices will be passed through to the owner of the unit.*
 - d. *A hearing notice will be issued- copy attached. Please see Section VII, pages 12 & 13 of this document for further details.*
 2. Use shall not damage or interfere with the operation of the common area structural or mechanical elements.
 3. Window and door decorating treatments are required inside the units and shall be of neutral color as visible from the outside.
 4. The water closets and other apparatus shall not be used for any purpose other than those for which they were constructed, nor improper articles be thrown into same. Any damages resulting from misuse thereof shall be borne by the member upon whose premises it shall have been caused.
 5. No member/occupant shall install or operate in the building any refrigerating, heating, air conditioning or other apparatus or equipment not part of the installation of the unit or use any illumination other than electric light, or use or permit to be brought into the building any inflammable fluids, explosives or articles deemed extra hazardous to persons or property without, in each case, obtaining the written consent of the Board of Directors or Management Agent as authorized by the Board.
 6. No sign, signal, advertisement or illumination shall be inscribed or exposed on any window or other part of the building except such as shall be approved in writing by the Board. Nothing shall be projected out of any window without such consent.

7. Any member renting his/her condominium unit shall inform the Association of the renter's name and term of lease by providing a copy of the lease to the Association within 10 days after its execution.

No owner may lease less than the entire condominium unit and may not lease for transient or hotel purpose with a lease of less than 90 days.

The member will be held responsible for providing the renter with a set of the Association Rules and Regulations and that renter(s) and his/her family and guests abide by the stated Rules and Regulations.

II. LIMITED COMMON AREAS

A. Parking

1. Parking spaces are either numbered or marked as "Permit," "Guest," or "Contractor."
2. All residents must register all vehicles at the management office and obtain a free WC sticker. All vehicles parked in either permit or numbered spaces must display a WC sticker in the rear window. If the rear window is tinted, the WC sticker should be placed inside the front windshield.
3. The garage is for occupants only. All stalls are assigned to individual units and absolutely no guest parking is allowed. Unauthorized parked cars shall be removed at the owner's expense.
4. Storage is not permitted in the garage area or individual stalls except as specifically approved by the Board.
5. No vehicle repairing, maintenance or washing is permitted in the garage area or in individual stalls.
6. Parking is at the owner's risk and owners are encouraged to lock their vehicles at all times.
7. No vehicle that is unlicensed or inoperable is allowed to be stored at The Wimbledon.
8. A resident may request the removal of an unauthorized vehicle by contacting the management office. Unauthorized vehicles in a numbered space can be towed. Unauthorized vehicles in a permit space will be booted.
9. Towing and Booting Policy

The towing and booting policy works as follows:

A uniformed officer in a marked patrol vehicle randomly patrols the parking area to check for vehicles that are parked illegally. An illegally parked vehicle is one of the following:

- A vehicle parked in permit parking without a valid Wimbledon Condominiums (WC) parking permit.
- A vehicle parked in a no parking or handicapped zone.
- A vehicle parked in a numbered space without the consent of the owner of the space.
- A vehicle parked in a Contractor space without the consent of management.

If the illegally parked vehicle has a WC sticker, the security officer will contact the resident manager in an effort to identify the owner and effect the removal of the vehicle. If the owner of that vehicle cannot be found, the vehicle will be towed to an open space on, or adjacent to, the property and booted.

If the illegally parked vehicle does not have a WC sticker and is parked in a numbered space, the vehicle will be towed to an open space on, or adjacent to, the property and booted.

If the illegally parked vehicle does not have a WC sticker and is parked in a permit space, the vehicle will be booted.

Booting involves the installation of a parking restraint on the vehicle, immobilizing the vehicle from being moved.

Two notices are placed on the vehicle, one on the windshield and one on the driver's side window. The notice will state why the vehicle was illegally parked, along with a twenty-four hour telephone number to have the restraint removed. The notice will also state that the vehicle will be towed off-site within twenty-four hours if the owner does not contact our patrol officer to have the restraint removed. A picture will be taken at the time the restraint is applied to verify any prior damage to the vehicle and to verify the proper notices were attached to the vehicle.

Once the officer is notified to remove the restraint, he/she will respond to the location of the vehicle within thirty minutes. The officer will then charge the vehicle owner a fee to remove the restraint plus any towing charge. Once the owner pays the patrol officer in cash, the officer will then have the vehicle owner sign a release and the restraint will be removed. A copy of the receipt will then be forwarded to the property management for their records.

B. Unit Patios

1. The patio floor may be covered with appropriate carpeting as deemed desirable by the homeowners. The unit owner is responsible for removing the carpet in the event of maintenance to the exterior of the unit.
2. Owners have exclusive right to use the patio adjacent to their unit, including the placement of outdoor portable floor furniture no higher than the balcony walls and placed inside the area defined as the patio.
3. Owners are responsible to clean the patio floor and doors. Cleaning will be accomplished so as not to interfere with the surrounding units.

4. Alterations, changes or additions and permanently affixing items to the floor or walls are not allowed without specific written approval by the Design Review Committee.
5. Installation or use of combustion fuel cooking devices in the patio area is not allowed within 10 feet of the building. Excessive smoke or smell may require prohibiting all such devices from the patio area.
6. Patios are not to be used for storage.

C. Flower Boxes/Holders

1. Residents are to maintain their flower boxes and holders in a manner consistent with the architectural design of the project. Any changes or deletions are to be approved by the Design Review Committee.

III. COMMON AREAS

A. Swimming Pool(s)

1. Swimming pool hours shall be from 9:00 am to 9:00 PM daily. Management retains the right to close the pool at anytime for maintenance or in the event of hazardous weather conditions.
2. Children under the age of fifteen (15) are not permitted to enter the pool areas or use the swimming pool unless accompanied by a resident adult eighteen (18) years or older. Children are to be under the supervision and care of the accompanying adult, which assumes the responsibility for the children's safety and behavior.
3. Residents may invite family members residing in their unit and up to two guests per day to use these facilities. The resident must be present when guests are in the pool area.
4. All invited family members and guests shall be under the personal control of the resident who is responsible for their conduct and safety.
5. No Association equipment, furniture or property shall be removed from the pool area.
6. Swimmers shall wear bathing suits. Cutoffs or street clothing are not permitted in the pools. Consideration of others should be undertaken and swimmers shall be free of communicable diseases. Hairpins and suntan oils are to be removed prior to entering the water.
7. No running, pushing, or scuffling is permitted in the pool area.
8. No glass shall be brought into the pool areas. Food waste is to be disposed of properly to avoid vermin.
9. All three pools in Wimbledon are open to residents of the project. No restrictions on usage are intended, but residents are asked to use the pool located in closest proximity to their unit.
10. All members/residents and their guests use the pools and pool facilities at their own risk. NO LIFEGUARD WILL BE IN ATTENDANCE.
11. The Wimbledon pools are for the enjoyment of all the residents. Consideration for others is foremost and each member needs to assume personal responsibility for understanding, monitoring and obeying the rules and regulations for the welfare of the entire Association.

B. Tennis Courts

1. The tennis court may be used by residents and guests for one hour each day on first come, first serve basis. A longer period of use is permitted until another resident makes a request to use the court.
2. Residents must accompany guests.
3. Tennis shoes must be worn at all times in the court area.

C. Parking Lots and Driveways

1. All residents must register all vehicles at the management office and obtain a WC sticker. All vehicles parked in either permit or numbered spaces must display a WC sticker in the rear window.
2. These facilities are for the use of residents and their guests. Management shall courteously invite trespassers off the property.
3. No vehicle repairing, maintenance or washing is permitted in the lots or drives.
4. Trailers, campers and any other form of recreational vehicles may not be parked within the boundaries of the project except for short periods to load and unload.
5. No vehicle that is unlicensed or inoperable is allowed to be stored at The Wimbledon.
6. No parking is permitted in the front entry area along the median or along the curb. Only emergency vehicles are permitted to park in this area.
7. Parking is at the owner's risk and the owners are encouraged to lock their vehicles at all times.
8. Booting Policy See Garage Parking Section II.A. 9

D. Stairwells and Walkways

1. All stairwells and walkways serving one or more units are to be kept clear of any and all obstacles at all times. This includes bikes, BBQ's, and furniture.
2. Any area in need for repair or any hazardous condition is to be reported to Management at once.
3. Nothing is to be hung from the stairwell and walkway railings at any time.
4. Nothing is to be thrown over or through the walkways or stairwells at any time.

IV. PETS

- A. No dogs (except as allowed in Phase II buildings S-X below), exotic animals, reptiles or any animal other than domestic cats, small birds and fish may be brought into or kept in or about the premises. Any resident or occupant who violates this covenant shall have the following responsibilities:
1. Each owner of a restricted pet shall assume full responsibility for personal injuries or property damage caused by such pet and shall be responsible to indemnify the Association, its Board of Directors, the managing agent, and residents and occupants of the various units and shall hold them harmless against loss, claim or liability of any kind or character arising from or growing out of any act of such pet.
 2. Any resident or occupant who violates this covenant shall be required to pay a Common Expense charge in an additional amount equal to twice the monthly Common Assessment for his Unit for each month in which the violation occurs. In addition, any Unit owner who violates this covenant shall be subject to all legal remedies available to the Association, its Board of Directors, and all other residents, as provided in the Declaration, in the Bylaws of the Association, and by law.
 3. Any disturbance, such as noise or odor, which is caused by a pet allowed by this covenant, will be cause for action by the Board to remove the offending pet from the condominium.
- B. A domestic dog, which is a house pet, is allowed to be kept by owners in Units in Phase II — buildings S - X. This regulation is based on the premise that some owners in a complex such as the Wimbledon would wish to have a dog for a pet. As the complex as a whole is not suitable for dogs, it has been determined that Phase II allows adequate green space and immediate access to areas outside of the complex allowing it to be considered for dogs. This allowance is granted by the Board and is subject to the following:
1. Dogs must at all times be on a leash and in total control of its owner when outside of the Unit and on the Common Areas.
 2. Dog droppings are to be removed immediately from the Common Area by the dog owner.
 3. Dogs barking in Units or on the Common Area are to be strictly controlled by the owner.
 4. Dogs are not to be tethered to any part of the Common Area or be allowed access to the Common Area when tethered.
 5. Dogs are not allowed to be a nuisance or threatening in any way.

6. Any violation of any of the above will be subject to the following action by the Board:

- a. *Upon observance by a Board Member, Managing Agent, employee of the Association or the receipt of a complaint by another resident detailing the complaint and the date and place of its occurrence, the owner of the unit in which the dog is kept will be notified and requested to submit to the Board a written statement of "action to cure" or to attend a hearing.*
- b. *Upon observance of a second infraction by any of the persons mentioned in section 6a above for the same dog, the offending resident and/or the unit owner will be notified of the complaint, assessed a \$50.00 penalty, and will be directed to remove the dog permanently from the property by whatever means available through these Rules and Regulations, the Declaration, and Bylaws or by legal action.*
- c. *The Board of Directors has full authority to review the covenant and change, alter or delete any portion or its entity, as it sees fit to further the health, welfare and safety of the members and occupants of the condominium.*

C. Cats, small birds and fish are allowed to be housed on the property with the following restrictions:

1. All pets must be totally contained within the unit. No pet is to be allowed onto the Common Areas at any time for any purpose.
2. The Board has full and final authority in decisions concerning pets allowed under this covenant to the extent of disallowing some or all pets of a kind.
3. Any resident who violates or disregards this covenant or the decisions and directives of the Board in their enforcement of this covenant shall be required to pay a Common Expense charge in an additional amount equal to twice the monthly Common Assessment for his Unit for each month in which the violation occurs. In addition, any Unit owner who violates this covenant shall be subject to all legal remedies available to the Association, its Board of Directors, and all other residents, as provided in the Declaration, in the Bylaws of the Association, and by law.

V. LAUNDRY ROOMS

- A. The Laundry Rooms are available at all times. A key may be obtained from the office (Q215) for a nominal charge. Consideration for surrounding residents is paramount during late evening hours.
- B.
 2. Please keep area clean and clean the machines and lint filters after each use.

- C. No dyes are permitted to be used in laundry room and greasy clothes are not to be put in the machines.
- D. Need for equipment repair must be reported to the Wimbledon Resident Manager at the Wimbledon Office (defined in the Forward to these Rules and Regulations) as soon as noticed and a note placed on the machine whenever possible.

VI. MISCELLANEOUS

- A. Soliciting is prohibited. No one shall solicit for the sale of goods or services or for donations.
- B. Ball games are prohibited on the common grounds except as designated by the Board of Directors.
- C. Neither the Board, the Association or the managing agent is responsible for personal property left in cars in the parking lots or elsewhere on the premises.
- D. Tipping or gratuities to any employee is prohibited except through a Christmas fund or other method established by the Board.
- E. Employees are prohibited from entering individual units while they are on duty except to perform work as authorized by Management. Management will request written authorization from residents to enter a unit in their absence, except in the case of emergencies.
- F. Trash items too large for the dumpster can be removed by contacting Management and requesting a special pick-up. The cost of which will be the responsibility of the person making the request.

VII. ENFORCEMENT AND COMPLIANCE OF RULES AND REGULATIONS

- A. In the event of any violation of a provision of the Declaration of Condominium Bylaws or Rules and Regulations adopted by the Association, the owner of the unit, which is in violation or in which the person committing the violation resides, shall be subject to fine by the Association in the following amounts:
 - 1. First citation for a violation — assessment of actual costs plus warning and notification of hearing.
 - 2. Second citation for a violation - - \$50.00 plus actual costs.
 - 3. Third citation - \$75.00 plus actual costs.
 - 4. Fourth citation - \$100.00 plus actual costs.
 - 5. Chronic violators are subject to higher fines and/or legal action as authorized in the Declarations and Bylaws of the Association, to be decided and imposed by the Board of Directors.

- B. Upon imposition of a fine, the Board of Directors or managing agent shall notify the owner in writing of the violation charged.
- C. All fines shall be payable upon imposition by the Board of Directors. Fines not paid within 10 days of imposition may be collected by action at law. Any fine shall be deemed an assessment against the unit owned by the owner charged therewith, and such unit shall be subject to the lien rights of the Association for collection of any fine.
- D. Upon imposition of a fine, the Board of Directors or managing agent shall notify the owner in writing of the violation charged.

The Board of Directors has full authority to review the Covenant and change, alter or delete any portion or its entity, as it sees fit to further the health, welfare and safety of the residents and occupants of the condominium.

- E. Each unit owner is responsible for full compliance of the Rules and Regulations by all family persons, guests, visitors, tenants and others the unit owner brings to Wimbledon Condominiums.
- F. Losses or damages to common area spaces, machinery, fixtures or furnishings caused by a unit owner or by his guests, visitors, tenants or other persons shall be replaced or paid for by the unit owner involved.
- G. Routine enforcement is by Management following Policies and Procedures established by the Board.
- H. The Boulder Police will be called for law violations including violation of Boulder's noise ordinance.
- I. Any resident or staff member suspecting the loss or damage of any of his personal property should immediately bring it to the attention of Management.
- J. Any unit owner/resident can report an infraction of the established Rules and Regulations to Management.
- K. The Board reserves the right to amend, alter or cancel any of these rules and make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and the convenience of all residents of the building.

VIII. ARCHITECTURAL REGULATIONS

- A. 1. Any changes, alterations and/or additions to any part of the common or limited common area not specifically approved in the Rules and Regulations are prohibited without approval by the Design Review Committee.

Any request for changes, alterations, and/or additions in Common Areas are to be presented to the Design Review Committee in writing for review and recommendation to the Board. The Design Review Committee and/or Board will respond in writing to the request within 45 days from the date of receipt of request.

- B. Placement, transfer or removal of furniture or property in the common areas is not allowed.
- C. Corridor or outside of all unit entries are common areas in which the Board has all rights of use, design, decorating, maintenance and cleaning.
- D. Small temporary holiday decorations may be placed on the unit entrances by the resident for reasonable time periods during various holidays throughout the year.
- E. Upper level units with another condo below may not install a hard surface flooring material, including, but not limited to, vinyl, tile, hardwood, or wood laminate. This restriction does not apply to bathrooms or kitchens.
- F. Window and patio door replacements must be done with a brand, model and color as specified by the Association.
- G. Any request for structural modifications to the individual units is to be presented to the Design Review Committee in writing for review and recommendation to the Board. The Design Review Committee and/or Board will respond in writing to the request within 45 days from date of request.

NOTICE OF HEARING

TO: _____
FROM: _____
The Board of Directors
RE: _____
UNIT ADDRESS: _____

NOTICE is hereby given that The Wimbledon Association, Inc. (the "Association") has received a complaint that the above named person(s), has/have violated the following provision of the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations:

Notice is further given that the Association will proceed to determine whether the violation has occurred, such determination to be made at a meeting of the Board of Directors of the Association scheduled for _____ p.m. on _____, 20____, at _____ when and where any person in interest may appear if he/she so desires.

The above named person(s) may request a hearing and is/are invited to attend this hearing to explain to the Association why he/she/they believe no violation has occurred or to provide other information or circumstances to the Association that he/she/they believe are relevant with respect to the alleged violation. Because rights of the owner of the property and others will be affected by the determination made by the Association at the scheduled meeting, you are urged to request a hearing and attend the meeting. You may produce any statement, evidence and witness on your behalf.

If a determination is made that a violation has occurred, the Association may proceed to protect its rights as its rights are specified under Colorado law and in the legal documents governing the property, including the recorded Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, the Rules and Regulations of the Association, and any other documents or covenants in relation to the property, or as such rights may exist by law. This could include, but is not limited to, the imposition of a fine not to exceed \$ _____

If you plan on attending the scheduled meeting, advance notice to the Association is required. Please notify the Association at 3161 Madison, Q215, Boulder, Colorado 80303; (303) 449-5811; within _____ days of your receipt of this Notice.

Dated this _____ day of _____, 20____.

a Colorado nonprofit corporation

By: _____

NOTICE OF FINDINGS OF VIOLATIONS

The Wimbledon Association, Inc. (the "Association"), wishing to avail itself of the provisions of (i); the provisions of the Declaration recorded October 21, 1981, in Reception #469235, of the records of the Clerk and Recorder of the County of Boulder, Colorado (the "Declaration"); (ii) the Articles of Incorporation of the Association; (iii) the Bylaws of the Association, and; (iv) the Rules and Regulations of the Association hereby gives notice as follows:

1. That the person(s) charged with a violation of the Declaration, the provisions or the Association's Articles of Incorporation, Bylaws and/or Rules and Regulations is/are:

2. That said person(s) was/were given prior written notice of a hearing held by the Association, in which notice the person(s) was/were advised that a determination would be made by the Association as to whether the person(s) had violated covenants contained in the Declaration, provisions of the Association Articles of Incorporation, Bylaws and/or Rules and Regulations, a copy of which notice is attached hereto and incorporated herein by reference as Exhibit "A".

3. That the Association determined that a violation has occurred. Specifically, the Association has determined that a breach of the provision contained in _____, has occurred by failure _____.

4. That subject property is described as follows:

Unit _____

Street Address: _____

5. This notice is made pursuant to the provisions of the Association's governing legal documents.

6. Damages are claimed by the Association for the violation found by the Association, and a fine of \$_____ has been imposed. Additionally, other allowed charges are claimed by the Association, including attorneys' fees and costs, if any.

7. That upon remedy of the violation found by the Association and payment of damages and any other allowed charges to the Association, the Association will cause this instrument to be released.

Dated this day of .20

a Colorado nonprofit corporation

By: _____

Title: _____

STATE OF COLORADO)
)ss
COUNTY OF)

Subscribed, sworn to and acknowledged before me this day of
20 , by , as
of the Association.

WITNESS my hand and official seal.

My commission expires:

Notary Public

**SAMPLE
LEASE ADDENDUM**

ADDENDUM TO LEASE DATED _____

FOR _____
(address of unit)

at the Wimbledon Condominiums
in
BOULDER, COLORADO

All of the parties to this Lease hereby agree to adhere to the Rules and Regulations of The Wimbledon Association.

Agreed this _____ day of _____, 20_____.

By:
Owner or Agent of Owner

Resident(s):

By:

By:

By: