

Welcome to The Village at Tamarac

As a new member of our Community, we want you to know that our priority is to provide a peaceful and comfortable lifestyle for you and your family.

To provide you with this living environment here at The Village at Tamarac, we have established a set of standards (most of which are based on state, county and local laws or ordinances) known as The Village at Tamarac Community Rules and Addenda.

The key to a quality community is the courtesy with which Residents treat each other. These rules are to help guide residents in working with one another and to answer questions you may have about your Community and how it is managed and maintained. Most of the items in these rules will be second nature to you, but you will be pleased to know these rules will apply to everyone residing at The Village at Tamarac.

We ask that you read these rules carefully, and if you have any questions, please discuss them with our Community Management.

I have received The Village at Tamarac Community Rules.

_____	_____
Resident	Resident
_____	_____
Address/Site	Address/Site
_____	_____
Date	Date

THE VILLAGE AT TAMARAC

ACKNOWLEDGMENT OF RECEIPT OF COMMUNITY RULES

By signing below, I am certifying that I have received, read and understand the community rules for The Village at Tamarac and agree to abide by these rules at all times.

Resident Signature

Site #

Date

Resident Signature

Site #

Date

I acknowledge that any additions or alterations to the home and home site must first be approved by the Community Management before any work commences, and that I shall be responsible for obtaining any required building permits from Regional Building Department or the City of Woodland Park.

Resident Signature

Resident Signature

THE VILLAGE AT TAMARAC RULES

TABLE OF CONTENTS

Welcome Letter	1
Receipt of Community Rules	.2
Table of Contents	3,4,5
Advertising and Soliciting	5
Amenities	5
Athletic Equipment and Toys	5
Cable Television	6
Clotheslines	6
Garbage and Refuse Pick-up	6
Home Address	6
Home Site	6
Insurance	7
Landscaping	7
Lawns	7
Noise Control	7
Office Hours	8
Personal Health and Fire Safety	8
Pets	8
Recreational Equipment	8
Repairs	9

Resale of Home	9
Residency	9
Right of Entry	10
Subletting	10
Traffic and Vehicle Regulations	10
Vehicle Repairing	10
Vehicles	11
Winterizing the Home	11
Home Installation and Architectural Rules	
Home Size	12
Roofing Material	12
Home Siding	12
Foundation Facia	12
Fences	12
Colors	12
Elevation Facing Street	12
Garages, Porches, Decks, Sheds	12
Air-Conditioning Systems	12
Windows and Exterior Doors	13
Fireplaces	13
Antennas	13
Decks/Patios	13
Home Improvements	13
Variances	13

Changes to Rules	14
Animal Addendum	15

THE VILLAGE AT TAMARAC
COMMUNITY RULES AND ADDENDA

To insure pleasant and enjoyable surroundings, every effort will be made by The Village at Tamarac (Management) to make certain that the Community Rules are adhered to and that the lifestyle and comfort of all Residents are not jeopardized. Fair and equal application of these rules is the committed responsibility of The Village at Tamarac Management.

ADVERTISING AND SOLICITING

Advertising, soliciting or delivering handbills by unauthorized individuals is not permitted without written authorization from Management. The site shall be used only for the placement of a single-family or duplex dwelling or residence, and shall not be used for the practice of any profession, trade, craft or business. Nor shall Residents make any unlawful, disorderly, improper or objectionable use (as defined by Management) of the home site. Home based businesses may be approved on a case-by-case basis. A written request must be submitted with details of the intended use. Permission granted may be revoked at anytime at the sole discretion of Management if it is determined that the business operations interfere with the quiet enjoyment of the other residents.

AMENITIES

The amenities of this community are provided to all Residents. Your cooperation in keeping the areas clean and serviceable will ensure years of enjoyment of the common areas. Any irregularities in the use of the common areas should be reported to Management.

ATHLETIC EQUIPMENT AND TOYS

Jungle gyms, trampolines, basketball goals, weight benches, play or swing sets and other such equipment are not permitted on the home site. Lawn furniture and lawn swings are permitted as addressed in the “Home Site” section. For safety concerns, wading pools must be emptied and stored each night. All playhouses and pools must be disassembled and with all other such toys, stored inside for the winter season. The summer season shall be defined as May 1 through September

15 and the winter season shall be defined as September 16 through April 30. All toys and bicycles shall be stored in home, crawl space or garage each night.

CABLE TELEVISION

Underground television cables are provided to each home site and installation of television cable from the pedestal is the responsibility of the Resident. Such installation must be made through the floor of the home. No rooftop or building mounted antennas, satellite dishes, etc. are permitted.

CLOTHESLINES

No outdoor clotheslines will be permitted. No laundry of any kind may be hung outside of any home.

GARBAGE AND REFUSE PICKUP

All garbage, trash or recycled items should be placed in the refuse containers as provided by the community. Under no circumstances can individual garbage, trash or recycled items be stored on the homeowner's lot. The contractor providing refuse service, which is determined by Management, will provide the community containers. Residents can arrange for the removal of large bulky items at their own expense or contact The Village at Tamarac Management for a possible alternative. At no time shall large household items i.e. mattresses, furniture, appliances, tires or hazardous materials be placed in or near the refuse container. These items must be contracted for removal by a third-party hauler and may not be left outside. If such items are left out and management has to arrange for removal, a charge of 150% of the cost for removal or \$150, whichever is greater, shall be billed to the Resident.

HOME ADDRESS

As part of the purchase of your home, address identification numbers will be attached on the front portion of the home. To maintain consistency throughout the community, only the style, size and location of the original numbers will be acceptable. If the existing numbers are damaged and need to be replaced, they may be purchased from community management or purchased to meet community specifications. Trees or shrubs should be kept trimmed to avoid obstructing a clear view of the home address numbers.

HOME SITE

Home sites within the community are not subdivided and platted, therefore site boundaries are not specific. Adjacent neighbors are allowed free access to fringe areas for maintenance or emergency repair to their home. No outside storage is permitted around the home site except for applicable grills and permanent-type lawn furniture, such as wood picnic tables, chairs and lawn swings. Only patio furniture and applicable grills are permitted on porches. All tools, lawnmowers,

toys, bikes, etc., should be kept in the crawl space or garage. Each Resident shall keep the home site neat and free of litter. Hoses should be kept on hose reels or hangers attached to the home or garage. Hoses should be shut off and stored inside for winter. Outside furniture should be kept in good repair and painted.

INSURANCE

Resident shall provide current homeowner's insurance on his or her home. Proof of insurance naming The Village at Tamarac, LLC as an additional insured shall be delivered to community management prior to move in. If Resident's insurance carrier is changed or if there is any interrupted insurance coverage, proof of these changes shall be delivered to the community management office.

LANDSCAPING

A home site landscaping package is included with your home purchase. The home site area is defined by the home and the accessible fenced area beside the home. Management encourages only reasonable changes or improvements to the home site landscaping. Prior to any digging, Resident should provide Management a sketch showing the location and depth for which excavation is planned for management approval. Digging without the knowledge or permission of Management could be dangerous due to the extensive underground power lines. Prior to seeking permission from Management, Resident shall have first called the utility locator to arrange for marking of utility services (811). Residents can be liable for any damages to Utilities, Community or other Residents' property caused by unauthorized or improper digging or excavation. Shrubs or trees or similar obstructions shall not be erected which will obstruct traffic visibility. Plantings or decorative items should not be placed within five feet of the curb or the home site next to it. Vegetable gardens will not be permitted except in areas approved by Management.

LAWNS

All home sites will be fully landscaped within 90 days of residency, weather permitting. Lawns should be mowed, raked, seeded, fertilized and properly watered to maintain a healthy and attractive appearance. This also includes cleaning grass and weeds out of sidewalk and driveway cracks and removing oil or rust stains from surfaces of sidewalks, patios and parking spaces.

NOISE CONTROL

It is requested that all Residents reasonably respect the rights of others to enjoy the quiet and peaceful use of the Community at all times. Quiet hours are from 10 p.m. to 7 a.m. daily.

OFFICE HOURS

The Management office hours, as well as emergency after-hours phone numbers, are Monday – Friday, 9AM – 4:00PM. In most cases, the Management office will be closed on holidays or other special occasions.

PERSONAL HEALTH AND FIRE SAFETY

Management is concerned with your family's well-being. Adherence to the following guidelines is therefore very important. All Residents are advised to exercise proper care and safety to insure against accidents occurring in and around the home, home site and surrounding community. Please note that parents or guardians are responsible for the actions of their children and guests as provided by law. Please take care when around any body of water within the Community. All homes are to be kept free of fire hazards. For your own safety, do not store any combustible materials under your home. It is the responsibility of each Resident to monitor radio and/or television for severe weather warnings. There are no government-approved shelters within the Community. Residents must furnish Management with the name, address and telephone number of the person to be contacted in case of an emergency. Open pit fires are not permitted.

PETS

The guiding intent in the creation of our policies regarding pets is to allow pets that are clearly pleasant and quiet house pets. Residents must receive approval from Management prior to obtaining a pet or bringing a pet into the Community. Up to two pets are allowed per home site. Management reserves the right to refuse any dog breeds that are notorious for vicious behavior, such as Pit Bulls, Chows and Rottweilers. Pets must be inoculated and registered in accordance with state and local laws, including the wearing of an identification collar. Inoculation papers and photo of the pet are required and to be provided and kept on file in the Management office. Pets must be kept on leash when not on Resident's home site. Pet owners are responsible for deterring excessive barking that creates a nuisance for other Residents. No pet shall be left outside unattended or tied up. Pet droppings must be removed immediately. Shelter structures may not be erected or placed on the home site. Damage to any home site caused by pets will be repaired immediately at pet owner's expense. No farm-classified animals are allowed at the home site. The owner is required to immediately clean up their pet's droppings on the home site or anywhere in the community.

RECREATIONAL EQUIPMENT

Boats, motor homes, unmounted truck campers, all-terrain vehicles or trailers of any kind may not be kept on the home site. These items must be kept off-site from the Community. Van-sized mini motor homes may be allowed when used as a second vehicle and approved by Management. Management asks that you notify

the Community office when you are bringing a trailer, motor home or boat into the Community for loading, unloading or cleaning. Parking of such vehicles on Community streets is not permitted except for loading, unloading or cleaning. There is a 12-hour maximum time limit, per week, for this purpose, unless prior arrangements have been made with Community Management. At no time are RVs to be used for camping within the Community.

REPAIRS

Management shall be responsible for the proper maintenance and repair of all main sewer lines and water lines to the site meter. Residents shall be responsible for any damage and repairs from the main line to their home. Utility companies, such as telephone, gas, cable and electric are responsible for their individual underground lines leading to all home sites. Should the Resident damage any below-ground improvements caused by electrical malfunctions, plumbing work or digging, damage will be repaired by Management or contractors and will be charged back to the Resident. Any digging must be first approved by Management and then coordinated by Resident with the 811 commission.

RESALE OF HOME

Management intends to provide a resale listing service to the Residents as a commission based service. Please consult with Management if you wish to sell to determine what options are available. However, a Resident may resell the home through another agency and/or on their own. Prior to the finalizing of the sale of any home, the prospective purchaser must apply for residency of the home site and pay all applicable fees or deposits. Qualification for acceptance of the buyer will be based upon acceptance of community rules and addenda, credit report, income qualifications and criminal background screening. One for sale sign will be permitted on the porch railing. Signs not in conformance with these requirements will be removed. A transfer fee of \$600 shall be charged for all resales and the amount may change over time. This fee will be waived if Management receives a commission upon sale.

RESIDENCY

Two persons per bedrooms are permitted to reside within a home at The Village at Tamarac. Any person permanently residing within a home for more than one month will be considered a permanent resident and must be registered with Management. At no time shall a crawl space or garage be used as habitable space or as sleeping quarters. Overnight visitors are permitted to stay up to 3 consecutive nights in any 7 day period. Any visitor wanting to stay more than 3 nights must register with the office prior to the visitor's stay. Residents are responsible for the conduct of your visitors at all times. Please ensure your guests are familiar with all of our Rules before they enter the Community. Parents are

responsible for the supervision, conduct, and behavior of their children at all times.

RIGHT OF ENTRY

Management or its designated company reserves the right of entry upon the land on which a home is situated for maintenance of the utilities and protection of the Community.

SUBLETTING

In no event shall a Resident have any right to assign, convey, pledge, rent, sublease or otherwise transfer a lease or any interest in the Home or the Home Site, or permit the occupancy of the Home by persons other than family members of the Resident, without the prior written consent of the Landlord, which the Landlord may grant. All Residents must be registered with Management. There is a maximum of 10 homes (20%) that can be non-owner occupied at any given time in the Community. This is a condition set forth from the lending institutions and an assessment of owner occupied and non-owner occupied homes will be conducted on a regular basis to determine compliance. Residents interested in renting their homes must notify management of their interest to do so and will be placed on a wait list if all 10 allowed homes are already rented.

TRAFFIC AND VEHICLE REGULATIONS

All traffic regulations must be observed and obeyed throughout the community. A 15 mile-per hour speed limit is enforced internally throughout the Community. Adherence to children playing, stop, 15 mph and other signs of this nature are strictly enforced. Violators will be issued citations. Parking is provided for in assigned spots located at each home. No parking is permitted on, sidewalks, patios, lawns, vacant home sites or duplex alley way. Fire, ambulance or other emergency vehicles cannot serve your needs when vehicles restrict the right-of-way. Visitor's cars should be parked in overflow parking areas. If using a neighbor's parking area, Residents should obtain the neighbor's permission first. No on-street parking is permitted except for loading of vehicles as noted in the section of Recreational Equipment. Residents are responsible for their guests' actions regarding vehicles and parking.

VEHICLE REPAIRING

Minor repairing of vehicles, such as changing tires, spark plugs or fan belts, which require the vehicle to be inoperable for a period of two hours or less, is allowed. Vehicles may not be put on ramps or blocks. Oil changes and heavy maintenance is not allowed at any time. Vehicles with oil or other fluid leaks will not be allowed to remain in the community. Owners of leaky vehicles shall have three days to repair or remove the vehicle from the community until repaired. All oil or fluid leaks must be cleaned up / removed immediately. If not cleaned up /

removed management will do so and charge the resident 150% of the cost of cleanup.

VEHICLES

Vehicles kept on the home site or in the community parking areas shall have current license plates, be operable and not leaking fluids. Loud exhausts and flat tires shall be repaired immediately. Large trucks (more than 1ton) such as commercial trucks, stake, semi, cement, step vans, etc., shall not be parked on the home site or in the community parking areas. Unattended vehicles that are for sale are not allowed to be stored in the community parking areas. As permitted by law, Management reserves the right to remove vehicles parked in violation of these covenant rules and further reserves the right to remove inoperable vehicles or vehicles without current license plates. All costs shall be paid by the Resident. No mopeds, mini bikes, motor scooters, go-carts, dirt bikes, all-terrain vehicles or snowmobiles may be operated within the Community, except for licensed motorcycles used for day-to-day purposes.

WINTERIZING THE HOME

Any winterizing of homes should be done on the interior of the home. Temporary exterior attachments of any nature are not allowed. If leaving home in winter for extended periods of time, we recommend your home be winterized by a licensed and insured service company. Management should be notified if you are going to be away for an extended period. Please provide contact information so you may be reached in the event of an emergency.

The Village at Tamarac Management reserves the right to revise, amend or modify the contents of these rules. Residents will be notified of any covenant revision (Addendum) 60 days prior to the date that the revision becomes effective. A copy of the addendum will be made available on the website and via email unless a governmental action or emergency warrants a more immediate change. It is understood that the distribution of the addendum to the rules via email and posted to The Village at Tamarac website will be sufficient notification.

A resident who has violated a covenant may be contacted by means of a visit, a telephone call, a notice or a letter. If the infraction is not corrected or if the violation is continually repeated, legal proceeding may begin and fines, fees or eviction may occur.

Management thanks you for selecting The Village at Tamarac as your new residence and anticipates a long, enjoyable and rewarding experience.

HOME INSTALLATION AND ARCHITECTURAL RULES

Home Size

Homes are all the same square footage of approximately 510 square feet, exclusive of garages and crawl spaces.

Roofing Material

The roof material shall be consistent of metal roofs. Other material exceptions require approval by the Community Management.

Home Siding

The siding of the home shall be lap siding or composite siding. Lap sidings shall have a maximum exposure of eight inches of lap.

Foundation Facia

If the homeowner desires, foundation facia between the bottom of the home and the ground may be installed at homeowners expense and shall be of approved materials.

Fences

The maintenance of fencing shall be the responsibility of the homeowner. You may not extend or make additions to the fencing.

Colors

Exterior paint fades with time as such it is the homeowner's responsibility to maintain the exterior façade in a pleasing manner. Chipping, missing or otherwise exposed areas must be repaired immediately if notice is provided by Management. Resident shall have 30 days to rectify any deficiency. Colors must be chosen from samples provided by Management. Resident must obtain Management approval of colors prior to repainting.

Garages, Porches, Decks, Sheds

Homes with a one-car attached garage must be painted to match the home. Community Management will provide specifications for approved decks and porches. Sheds are not permitted on the home site.

Air-Conditioning Systems

The installation and operation of central air-conditioning units shall be approved by the Community Management prior to installation. Conventional

air-conditioning systems shall be installed so that no part of the system is visible from the street. Roof mounted, solid evaporative cooler systems are not allowed. Central air-conditioning units must be located on a solid concrete slab and must be installed according to local regulations. Window air-conditioning systems are not allowed.

Windows and Exterior Doors

Any broken or cracked windows must be replaced immediately. Storm doors must be approved by the Community Management.

Fireplaces

Wood and gas fireplaces are approved; gas is recommended. All firewood must be stored inside the home. Open pit fires are not permitted at any time.

Antennas

Upon approval by the Community Management, homeowner may install a satellite dish no larger than 18-inches in an area not visible from the street and placed within the homeowners fenced in area. Antennas are not allowed.

Decks/Patios

No additional decks shall be permitted other than those that are built in by the home manufacturer. Front porches may not be enclosed, however screening is allowed be it decorative or functional with Management written approval.

Home Improvements

Residents shall make no alterations of the home, site or grounds without Community Management's written approval. Community Management shall be provided a sketch on the Community's Building Permit form. The sketch shall include a home improvement; i.e. porch, awning, patio, or other home addition and Resident shall be responsible for paying any required building permits. A sketch of any proposed excavation and its location is to be provided to Community Management after utility companies have been called to locate their cables. If a resident shall opt to remove any of the above-described structures, the site shall be restored to its original condition. Unless performed by the Resident, a licensed, insured contractor must perform all work on homes. No contractor may work on the property without first having checked in with the Community Management office. Community Management must verify that each contractor working at The Village at Tamarac has the appropriate license and insurance.

Variances

Residents may request variances. Requests should be made in writing to the Community Management. Management reserves the right to exclude any contractor from performing work on the property based on Management's

judgement of the contractors past work history. Management accepts no responsibility and will be held blameless for inferior, substandard work or other malfeasance of any approved contractor performing work on the property.

Changes to Rules

Management reserves the right to change or modify or add to these rules at will and will provide notice of any change of rules to the Residents.

Animal Addendum

Certain breeds of dog shall not be allowed, under any circumstance, including but not limited to Pit bulls, Chows, Wolf Hybrids, German Shepherds, Rottweilers, Boxers, Doberman Pinschers, Staffordshire terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas or any dog bred or trained for hunting or as an attack dog. Management shall have final determination of the acceptability of any pet under this rule. Exempted from this rule are dogs, such as seeing eye dogs, that are specifically trained and certified to assist disabled or impaired residents and/or approved occupants.

Cats are defined as those considered domesticated, and do not include cats commonly known or thought of as wild or non-domestic. Such non-domestic or wild cats include but are not limited to Mountain Lion, Lynx, Cougars, Lions, Tigers, Panthers or Leopards.

No resident will be allowed to have or keep pets temporarily belonging to another person, whether said other persons is a guest, invitee or visitor staying in the home unless proper license and vaccination records are provided, and Management has approved the animal.

Residents shall be required to formally apply to Management for permission to bring a pet into the Community before the pet can be brought into the Community.

Completion of the written pet application form by the resident shall be required before approval will be considered. All information required on the application shall be given with complete details as requested. Items requested shall include but not be limited to the name of the pet, the breed, adult size of the pet (height and weight), pet license tag number, vaccinations, and history of the pet as it pertains to barking, attacking, growling, or biting.

No pet with a history of biting, attacking or barking shall be allowed or approved. Any resident who has been previously sued because of damages caused by any pet for which approval is being requested shall be denied permission for such pet to be brought in to the Community.

Resident agrees by a pet being approved to indemnify the Community, its owners and management, for all liability claims whatsoever involving the actions of the pet, including but not limited to damages, medical expenses, assessed attorney's fees and court costs, and incurred attorney fees and court costs expended by the Community to defend against said claims.

An approved pet shall not be left alone or unattended outside the homeowner's property. Additionally, the pet shall not be allowed to roam loose or unattended in the Community, or to be tied up outside the home or any other place in the Community at any time.

A resident shall be allowed to walk an approved pet within the streets of the Community or any other approved allocated areas only if the pet is on a leash and controlled by the owner. Resident shall be responsible for cleaning up and disposing of all pet droppings and waste.

Resident shall not permit or allow an approved pet to bark excessively (more than 5 consecutive minutes), wail or emit any noise or sounds to such an extent that the surrounding residents have their peace and quiet disturbed. Please carry necessary excrement disposal supplies when walking pet. Failure to clean up after pet will result fines, loss of pet privilege and or eviction.

If Management receives written complaints from two or more occupants of separate homes within any thirty-day period concerning the conduct of the approved pet, Resident shall be furnished with a written notice of violation of any of the Rules. If, within thirty days of written notice, Management receives an additional complaint or complaints regarding the same pet, or, if Management receives written complaints from three or more occupants of separate homes concerning the conduct of the pet, the approval of the pet shall be revoked, and Resident having the pet shall have thirty days thereafter to remove the pet from the Community.

Any pet found running loose may be picked up and delivered to the local animal shelter. If the animal is wearing identifying tags, Management may, but is not obligated to, first attempt to return the animal to its home.

Any dogs to aid and assist sight or hearing impaired, or other disabled residents, or approved occupants, shall not be prohibited by the Community from residing with Resident or approved occupant. However, Resident or approved occupant must make application and register said dog, and follow all rules.

In the event any pet kept by Resident bites, scratches, claws or otherwise attacks any person inside or outside the Community, including but not limited to other homeowners, residents, occupants, guests, invitees, employees, at any time whatsoever, the authorization for said pet shall be immediately be revoked. If skin is broken the animal may be detained by authorities until proof of vaccination is provided. Thereafter, the pet shall be removed from the Community within seven days from the revocation of pet privileges.

Visitors are not permitted to bring any pet into the Community.

Feeding of stray cats and other animals domesticated or wild is prohibited.

Park Management encourages pets to be spayed or neutered. However, in the event of offspring, Park Management must be immediately notified and written permission of Park Management must be obtained for the offspring to stay in the Park for a temporary period not to exceed eight (8) weeks.

Management reserves the right to change or modify or add to these rules at will and will provide notice of any change of rules to the Residents.