

**PROPOSED AMENDED
AND RESTATED
POLICY NUMBER 11**

**FOUNTAIN GREENS HOMEOWNERS ASSOCIATION, INC.,
POLICY NUMBER 11**

RESIDENTIAL USE, MAINTENANCE AND REPAIR REQUIREMENTS

- SUBJECT:** This Policy establishes minimum standards for the maintenance and appearance of homes and appurtenant structures, minimum landscaping standards and limitations on the storage of vehicles on Homeowners' residential lots within the Fountain Greens Subdivision (the "Subdivision"). It also establishes limitations upon the use of Homeowners' residences and lots located within the Subdivision.
- PURPOSE:** To adopt minimum standards for the maintenance, repair, and landscaping of residences and lots within the Subdivision (collectively referred to as "Lots" and as "Residences" when only the residential structure is referred to), as well as limitations upon the permissible activities in Residences and Lots within the Subdivision; all for the purpose of preserving and enhancing safety and the value of Lots and Residences within the Subdivision.
- AUTHORITY:** The laws of the State of Colorado and the Covenants referred to in Paragraph A of Article I, below, as well as the Articles of Incorporation, and Bylaws of the Association (as they have been or may be amended from time to time hereafter).
- EFFECTIVE DATE:** September 7, 2021, which is the effective date of enactment of certain Colorado Statutes (House Bills Numbers 21-1229 and 21-1310) enacted by the General Assembly of the State of Colorado that required the amendment and restatement of this Policy.
- RESOLUTION:** The Board of Directors (the "Board") of Fountain Greens Homeowners Association, Inc. (the "Association"), hereby adopts the following Policy:

ARTICLE I

Intent and Rules for Interpretation

This Policy Number 11 ("this Policy") originally was adopted by the Board to be effective on July 20, 2019. On July 2, 2021, the General Assembly of the State of Colorado modified statutes relating to homeowner associations, and these modifications required various changes to the provisions of this Policy. Accordingly, this Policy has been modified to conform to these new requirements of Colorado Law. The primary purpose of this Policy is to protect the value of real estate in the Subdivision and help promote harmony among the owners of that real estate (the "Owners"). A reference to a "Lot" in this Policy refers to the land and any improvements on that land (including structures) owned by an Owner.

A reference to a “Residence” in this Policy refers to the residential dwelling and any appurtenant structure owned by an Owner. Unless the context otherwise requires it, “Lots” also refers to any landscaping, structures (including Residences) and other improvements on a Lot. In adopting this Policy, the Board was mindful of the need to conform this Policy to the documents, laws, and principles referred to below.

A. Governing Documents: This Policy is subject (and subordinate) to the following:

1. Amendments to Sections 37-60-126, 38-30-168, 38-33.3-106.5, and 38-33.3-317 of the Colorado Revised Statutes adopted by the General Assembly of the State of Colorado as House Bills 21-1229 and 21-1310 and approved on July 2, 2021;

2. The Colorado Common Interest Ownership Act (Title 38, Article 33.3 of the Colorado Revised Statutes), and the common and statutory laws of the State of Colorado that apply to the Association;

3. The provisions of the “Declaration of Homeowners Association Covenants and Restrictions for Fountain Greens, a Subdivision located in Boulder County, Colorado,” dated June 12, 1975, and recorded on Film Number 893, reception number 144190, in the office of the Clerk and Recorder of Boulder County, Colorado, as amended by the “First Amendment” thereto recorded November 9, 1977, on Film Number 984, reception number 250929 in records of the office of the Clerk and Recorder of Boulder County, Colorado (hereafter referred to as the “Covenants”);

4. The “DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS” recorded November 29, 1977, on Film Number 0986, reception number 253558 in the records of the office of the Clerk and Recorder of Boulder County, Colorado, but only as it applies to Owners of Lots in Block 3 (hereafter referred to as the “Block 3 Covenants”);

5. The “DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS” recorded July 26, 1978, on Film Number 1020, reception number 290878 in the records of the office of the Clerk and Recorder of Boulder County, Colorado, but only as it applies to Owners of Lots in Blocks 4 and 8 (hereafter referred to as the “Blocks 4 & 8 Covenants”);

6. The “DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS” recorded January 31, 1977, on Film Number 0951, reception number 209069 in the records of the office of the Clerk and Recorder of Boulder County, Colorado, as amended by the First Amendment thereto recorded November 29, 1977, on Film Number 0986, reception number 253660, but only as it applies to Owners of Lots in Blocks 5, 6 and 7 (hereafter referred to as the “Blocks 5, 6 & 7 Covenants”);

7. The separate covenants and declarations which apply to the six “sub-associations” which are located in the Subdivision, but which are subject to regulation and governance by separate regimes, to wit:

a. Buckingham Green Homeowners Association, Inc. (“Buckingham Green”), a Colorado not-for-profit corporation, which was formed to administer the Buckingham Green

neighborhood. It is controlled by residents of those residences located within Block 1 of the Subdivision pursuant to “protective covenants” recorded in the records of the office of the Clerk and Recorder of Boulder County, Colorado, on June 26, 1992, as Reception number 01197197 on Film number 1742 (hereafter referred to as the “Buckingham Green Covenants”);

b. Ironwood Condominium Association, Inc. (“Ironwood”), a condominium association, which was formed to administer the Ironwood condominiums. It is controlled by residents of those condominium homes located within Block 2 of the Subdivision pursuant to a condominium declaration recorded in the records of the office of the Clerk and Recorder of Boulder County, Colorado, on May 17, 1984, as Reception Number 621510 on Film Number 1303;

c. Buckingham Ridge Homeowners Association, Inc. (“Buckingham Ridge”), a Colorado not-for-profit corporation, which was formed to administer the Buckingham Ridge neighborhood. It is controlled by residents of those Lots located within Block 10 of the Subdivision pursuant to “protective covenants” recorded in the records of the office of the Clerk and Recorder of Boulder County, Colorado, on July 17, 1989, as Reception number 0992865 on Film number 1586 (hereafter referred to as the “Buckingham Ridge Covenants”);

d. Country Club Greens Condominium Association, Inc. (“Country Club Greens”), a Colorado not-for-profit corporation, which was formed to administer the Country Club Greens condominium association. It is controlled by residents of those condominium homes located within Block 12 of the Subdivision pursuant to a condominium declaration recorded in the records of the office of the Clerk and Recorder of Boulder County, Colorado, on May 9, 1995, as Reception Number 1515695 on Film Number 2051;

e. Fountain Greens Condominiums Association, Inc. (“Fountain Greens I”), a Colorado not-for-profit corporation, which was formed to administer the Fountain Greens Condominiums. It is controlled by residents of those condominium homes located within the northern part of Block 13 of the Subdivision pursuant to a condominium declaration recorded in the records of the office of the Clerk and Recorder of Boulder County, Colorado, on February 11, 1985, as Reception Number 671444 on Film Number 1340; and

f. Fountain Greens Condominiums II Association, Inc. (“Fountain Greens II”), a Colorado not-for-profit corporation, which was formed to administer the Fountain Greens II Condominiums. It is controlled by residents of those condominium homes located within the southern part of Block 13 of the Subdivision pursuant to a condominium declaration recorded in the records of the office of the Clerk and Recorder of Boulder County, Colorado, on December 11, 1992, as Reception Number 1248007 on Film Number 1784.

8. The Lots in Block 9 are within the city limits of Boulder, Colorado, and thus the ordinances of the City of Boulder, as they may hereafter be in effect, shall take precedence over this Policy with respect to Lots in Block 9. The remaining Lots and Residences in the Subdivision (those other than the Lots in Block 9) are within the County of Boulder, Colorado, and thus the ordinances of Boulder County shall take precedence over this Policy with respect to Lots in Block 9.

The Block 3 Covenants, the Blocks 4 & 8 Covenants, and the Blocks 5, 6 & 7 Covenants are hereafter collectively referred to as the “Block Specific Covenants.” The six entities described above in paragraph 6 are hereafter collectively referred to as the “Sub-Associations.” The separate covenants or declarations to which the Sub-Associations are subject as described above in paragraph 6 are

collectively referred to as the “Sub-Association Covenants.” References to the “ARC” shall mean the Architectural Review Committee of the pertinent Block or Sub-Association having jurisdiction over architectural and landscaping matters affecting Lots within that Block or Sub-Association. References to “Ordinances” shall mean, as applicable, the ordinances of Boulder County or the City of Boulder. References to “Manager” shall refer to the homeowner’s association management firm engaged by the Board to provide day-to-day management of the Association and the Association’s real estate and personal property at the pertinent time or times.

B. Rules of Interpretation and Conflicts among Covenants: In order to avoid conflicts in the application of this Policy to Lots which also are governed by either one of the Block Specific Covenants or one of the Sub-Association Covenants, the following rules shall apply:

1. If a maintenance standard or restriction specified in this Policy is less restrictive than an equivalent maintenance standard or restriction specified in a Block Specific Covenant or Sub-Association Covenant, the maintenance standard or restriction specified in the pertinent Block Specific Covenant or Sub-Association Covenant shall govern (but only with respect to a residence and/or Lot within that particular Block or Sub-Association area).

2. If a maintenance standard or restriction specified in this Policy is more restrictive than an equivalent maintenance standard or restriction specified in a Block Specific Covenant or Sub-Association Covenant, the maintenance standard or restriction specified in Block Specific Covenant or Sub-Association Covenant shall govern.

3. If a maintenance standard or restriction is specified in this Policy but no equivalent maintenance standard or restriction is specified in a Block Specific Covenant or Sub-Association Covenant, the maintenance standard or restriction specified in this Policy shall govern.

4. If a maintenance standard or restriction is specified in a Block Specific Covenant or Sub-Association Covenant, but no equivalent maintenance standard or restriction is specified this Policy, the maintenance standard or restriction specified in the Block Specific Covenant or Sub-Association Covenant, as applicable shall govern (but only with respect to a residence and/or Lot within that particular Block or Sub-Association area).

5. Ordinances of Boulder County, Colorado, shall govern with respect to matters not covered by this Policy or a Block Specific Covenant or Sub-Association Covenant for all areas within the Subdivision other than the Lots in Block 9 (which are inside the city limits of the City of Boulder and thus not subject to Boulder county ordinances). This paragraph shall not apply to Lots within Block 9 or any other portions of the Subdivision which may be annexed into the City of Boulder after the effective date of this Policy. If a Boulder County ordinance is more restrictive than this Policy or, as applicable, more restrictive than a Block Specific Covenant or Sub-Association Covenant in all areas of the Subdivision other than Block 9, then said county ordinance shall govern. However, this Policy shall govern with respect to matters either not covered by an ordinance of Boulder County, Colorado, or with respect to which such ordinance is less restrictive than this Policy.

6. With respect to Lots in Block 9 (which is the only portion of the Subdivision located within the city limits as of the effective date of this Policy), and with respect to any other portions of the Subdivision which may be annexed into the City of Boulder after the effective date of this Policy, ordinances of the city of Boulder, Colorado, shall govern with respect to matters either not covered by this Policy, or with respect to which such city ordinance is more restrictive than this Policy. Paragraph C of Article II of this Policy shall govern with respect to matters affecting Lots in Block 9 either not

covered by an ordinance of the city of Boulder, Colorado, or with respect to which such ordinance is less restrictive than this Policy.

ARTICLE II

Residential Maintenance Standards

A. General Obligations of Owners of Single Family Residences: The Owner of a Lot in the Fountain Greens Subdivision on which any dwelling is located and which is not subject to regulation and regular maintenance by a Sub-Association, at said Owner's expense, shall perform all reasonably necessary lawn mowing, fertilization, irrigation, landscaping, cleanup and such other maintenance required to maintain the lawn, trees, shrubs, landscaping, buildings and other improvements located on their respective Lots such that each Owner's Lot is maintained in a clean, safe, and neat condition. No Owner shall maintain any nuisance or condition on said Owner's Lot which has the effect of diminishing the value of other Owners' residences in the Subdivision. Each Owner shall accomplish such maintenance in accordance with the provisions of this Policy. Furthermore, each Owner shall use that Owner's Lot and Residence in a manner which preserves harmony among and respects the peace and quiet of other Owners. In order to accomplish the intents and purposes of this Policy, the following restrictions and requirements are hereby imposed upon the Owners of Lots within all portions and Blocks of the Subdivision, to wit:

1. Signs and Flags. Only signs and flags expressly permitted by §38-33.3-106.5 C.R.S. shall be displayed to the public view within any Lot. Furthermore:

a. Common Areas: The new provisions of Colorado law listed in subparagraph 1 of Part A of Article I of this Policy do not apply to Common Areas. The Board shall have the exclusive power to permit signs, flags, and notices within the Common Areas. However, the Board shall not exercise this power to install signs or flags with commercial or political messages on any Common Area.

b. Commercial Signs: Commercial signs or flags bearing commercial messages are prohibited within any Lot except as provided below in this subparagraph. Any Owner may place a temporary sign on a Lot only for one of the following purposes: (i) to advertise the Lot or Residence on the Lot on which the sign or flag is displayed as being for sale or rent; (ii) to reflect the name and contact information of a contractor engaged in making a repair or improvement on the Lot on which the sign or flag is displayed; and (iii) a Realtor's sign or flag or the sign or flag of a Real Estate Company may be displayed on a Lot so long as it meets the size requirements of this subparagraph. However, only one such Commercial sign or flag (but not both) meeting the size requirements specified in this subparagraph shall be displayed at any point in time. Any temporary sign or flag of the type described in (i), (ii) or (iii), above, shall have an area no larger than six square feet, not be displayed so that it exceeds six feet above the level of that portion of the Lot on which it is displayed including any post or suspension rod, and not remain on a Lot for longer than necessary, i.e., signs or flags described above in (i) shall be removed promptly upon such sale or rental or when no longer actively listed for sale or rent; signs or flags described above in (ii) shall be removed promptly when the contractor's work is completed; and signs or flags described in (iii) above shall be removed promptly upon the earlier of the termination of the Realtor's listing agreement or ten days after the sale or rental of the Lot or Residence involved.

c. Political Signs and Flags: For the purposes of this subparagraph c, a "political sign" or "political flag" means a sign or flag that carries an express or implied message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue. Any temporary sign or flag of the type described this subparagraph shall have an area no larger than six square feet, not be displayed so that it exceeds six feet above the level of that portion of the Lot on which it is displayed including any post or suspension rod, and shall be removed promptly after the election to which the sign or flag relates has been held. Alternatively, such a sign or flag may be affixed to the interior side of a window in the residence on the subject Lot, subject to the same size and duration requirements of this subparagraph.

d. Non-Commercial or Non-Political Flags: The United States flag, Flag of the State of Colorado, flag of the University of Colorado, and similar flags which are not of a commercial or political nature may be displayed on a Lot by the Lot Owner. However:

- (i) the height of the pole on which the flag is hung may not be taller than the mid-point between the eave or gutter and crest of the part of the roof of the residence closest to the flagpole from which the flag is suspended;
- (ii) any light illuminating the flag after sunset and before sunrise must be shielded so that it does not illuminate anything beyond the boundaries of the Lot on which the flagpole is located; and
- (iii) no more than three (3) such flags and only one flagpole may be located on any Lot.

e. Other Permitted Signs: Traffic signs, street signs, and directional signs as approved by the Board may be erected adjacent to the streets in front of residences in the Subdivision.

f. Security Signs: Small signs publicizing that a Residence is protected by a security service or devices may be installed so long as such signs: (i) are located within 15 feet of the exterior of the Residence; and (ii) do not exceed one (1) square foot in area.

g. Message Signs or Flags: In lieu of a sign or flag which is described above (alternatively) in subparagraphs b, c, and d, above (a "Permitted Commercial Sign or Flag," or a "Political Sign or Flag," or a "Non-Commercial or Non-Political Flag"), a Lot Owner may display one "message sign" which conveys a message of the Lot Owner's choosing, but only if it complies with each of the following restrictions:

- (i) The message conveyed is not pornographic, racist, homophobic, or libelous;
- (ii) The size of the sign or flag is not greater than six square feet and is not taller than six feet in height, including any post or suspension rod;
- (iii) The message conveyed is not prohibited by the provisions of subparagraphs b or c, above; and
- (iv) The message conveyed does not advocate the use of force or violence against any person or group of persons; does not advocate the forceful overthrow of the federal or state or local governments; and does not contain statements that are demonstrably both false and defamatory concerning any person or group of persons.

g. Other Signs or Flags: The Board may approve such additional signs or may develop rules and regulations pertaining to signs as the Board, in its discretion, hereafter determines; and

h. Consistency with Colorado Law: Nothing in this paragraph is intended to conflict with or prohibit any sign or flag specifically allowed by Colorado Revised Statutes Section 38-33.3-106.5, as amended, the terms and conditions of which are incorporated herein by reference.

2. Maintenance. Each Owner shall have the following obligations, which the Owner shall perform conscientiously, to wit:

a. Each Owner shall maintain his, her or their Lot, and the Residence located thereon, all improvements located thereon, any signs or flags of the type permitted in paragraph 1, above, all lawns, trees, shrubs, xeriscaping, non-vegetative turf grass, and landscaping located thereon, in a clean, neat, safe, attractive and very well-kept condition, free of trash, rubbish and debris, and free from disrepair. Each Owner shall endeavor to maintain said Lot and Residence such that it provides an attractive and pleasing appearance. Each Owner shall regularly mow their lawn so that it is neat, clean, uniformly mowed, and clipped to a height which does not exceed five inches (5").

b. No substantial changes shall be made in the landscaping or building design on a Lot within Blocks 1, 2, 3, 4, 5, 6, 7, 8, 10, 12, or 13 unless it is first approved by the pertinent Architectural Review Committee or Sub-Association. In the absence of such a committee having jurisdiction over landscaping and building design in those Blocks, any such change must be approved by the Board. No changes shall be made to the landscaping or structure located on any Lot within Block 9 which does not comply with the ordinances of the City of Boulder.

c. The portion of the yard area on any Lot containing a Residence must be landscaped in the area between the front building line of the Lot and the back line of the Residence (extended to each side Lot line). Said yard area must be seeded with grass or such other landscaping or xeriscaping materials as may be approved by the Board of Directors or the pertinent ARC. However, landscaping or xeriscaping which exists on any Lot within Block 9 as of the date this Policy first becomes effective shall be considered as "grandfathered," and may be preserved in the manner in which it exists on the effective date of this Policy.

d. Each Owner shall use his, her, or their best efforts to eradicate weeds and noxious plants so that the spread thereof is minimized to the maximum extent reasonably possible. For the purposes of this Policy, a "noxious weed or plant" shall be dandelions plus any vegetation which is listed on "List A" or "List B" (as said lists shall be modified from time to time) by the Commissioner of the Department of Agriculture of the State of Colorado pursuant to the Colorado Noxious Weed Act, Section 35-5-101 et seq. of the Colorado Revised Statutes. A copy of said listing as of March 31, 2017 is attached hereto as "Exhibit A" and incorporated by reference.

e. In the event of the death or destruction of any tree or shrub on an Owner's Lot, the Owner, as soon as practical, shall remove said tree or shrub. Dead branches on an otherwise living tree or shrub shall be removed by the Lot Owner at the Lot Owner's expense in a timely manner. Except for Lots within Block 9, any replacement tree and/or shrub must be approved

by the pertinent ARC. In this regard species of trees, plants, and shrubs which are appropriate to Colorado shall be used. Such replacement shall be at the Lot Owner's expense and in no event shall the Association be responsible or liable for any such replacement.

f. Xeriscaping and the use of drought-tolerant plantings shall be permitted by ARC's in the Subdivision. However, each ARC, in considering whether to approve a landscaping plan for any Lot which converts a portion (or all) of a Lot's vegetation to xeriscape or drought-tolerant vegetation may not prohibit or refuse to approve such a plan if it is reasonable, takes into consideration appropriate aesthetics and the surrounding neighborhood, does not violate the ARC's guidelines on the numbers, location and size of xeriscaping or drought-tolerant features, and such other guidelines or rules as each ARC may consider reasonable under the circumstances. Non-vegetative turf grass shall be permitted to be installed in the rear or back yards of Lots in the Subdivision but shall not be installed in the side or front yards of any Lot in the Subdivision.

g. Each Residence shall be kept in good condition, broken windows shall be promptly repaired, the exterior of an Owner's residence shall be painted and maintained in good condition, and any visible exterior damage to the roof, gutters, trim, awnings, brickwork, etc., must be promptly repaired, at the Owner's (or the Owner's insurance company's) sole cost and expense. Except for Lots in Block 9, painting and repairs of a residence which will restore it to substantially the same appearance it had prior to its damage or deterioration shall nevertheless require the approval of the pertinent ARC or the Board. Furthermore, any material changes to said appearance of any Residence in Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 12, or 13 shall require the prior approval of the pertinent ARC; or, if there is no pertinent ARC, then the pertinent Sub-Association; or, except for Block 9, if there is no such Sub-Association or ARC, then the Board. Any material changes to the size, location, or appearance of any Residence in Lot 9 must comply with the ordinances of the City of Boulder.

h. Vegetative landscaping shall be irrigated and maintained in a healthy condition on each Lot. Shrubs, bushes, trees, and grass shall be kept off sidewalks and shall not overhang or otherwise impede pedestrian access to or over sidewalks and paths; nor shall it impede vehicular access to an adjacent driveway. Vehicles shall be parked only on driveways or in permitted areas on streets, and not on any portion of a Lot's landscaped areas. Disabled or unrepaired vehicles must be kept only in enclosed garages.

i. No trash, litter, junk, boxes, containers may be stored on a Lot if it is visible to a passerby on an adjacent street or to residents of adjoining Lots. However, large "haul away" refuse containers and construction trailers may be maintained on a Lot during renovation or construction so long as said renovation and construction is pursued diligently until completion.

j. Residences with missing shingles or roof tiles and with peeling or unfinished exterior paint must be repaired and repainted as soon as reasonably possible.

3. Outside Lawn Ornaments, Vegetable Gardens, Etc. Except for Lots within Block 9, nothing shall be placed or located within the front yard of any Lot, or the side yard of any corner lot, other than reasonable sidewalks, reasonable driveways, and normal, reasonable grass, ground cover, trees, shrubs, flowers and other normal, reasonable landscaping materials. Except for Lots within Block 9, all driveway, parking spaces and parking areas shall be subject to approval by Board or the pertinent ARC and shall not be installed without the prior written approval of the Board or ARC. Except

for Lots within Block 9, paving any portions of Lots, other than for normal, reasonable driveways, shall be prohibited, and paving of Lots in order to provide exterior parking pads (other than normal driveways) shall be prohibited. No statues, monuments, or separate structures shall be permitted on front lawns without the Board's or pertinent ARC's prior approval. Seasonal, temporary displays, such as Christmas displays, shall be permitted on a short-term basis (no more than 60 days). Except for Lots within Block 9, no vegetables, herbs, fruits or grains (including, but not limited to, tomatoes, corn, or other vegetables or cereal grains) shall be planted in any Lot except in pots or boxes which are reasonably restricted from the view of persons standing in the street in front of the subject residence or the view of persons standing in any Common Area adjacent to said Lot. Except for Lots within Block 9, front yards and side yards shall be restricted to normal sidewalks, normal driveways, usual and customary grass, trees shrubs, flowers and other landscaping materials. Lots in Block 9 shall be governed by part C of this Article instead of this subparagraph.

4. Firewood. No firewood shall be stock piled or stored within any portion of a Lot in front of the plane of the front wall of the building located on the Lot, as such plane is extended to the side Lot lines of the Lot. A good faith effort shall be made by all Lot Owners to store firewood out of view of the public from the street in front of said Lot, i.e., behind the plane of the front wall of the building as such plane is extended to the side Lot lines of the Lot.

5. Exterior Storage. Exterior storage of recreational vehicles, golf carts, scooters, campers, boats, disabled vehicles, canoes, tricycles, bicycles, motorcycles, lawn mowers, tractors, any equipment of any kind or nature whatsoever (other than permanently installed swings or other playground equipment-which can only be located in a rear yard if approved by the pertinent ARC) is prohibited. However, the placement of such functional items such as patio and outdoor living furniture and equipment shall be permitted, and the use of children's play equipment may be permitted by the pertinent ARC or the Board if permission to install same is sought and obtained in advance by the Owner. Also, temporarily parking recreational vehicles in a driveway located on a Lot shall be permitted so long as said temporary period does not exceed five consecutive days or more than ten total days in any calendar month.

6. Snow Removal from and Maintenance of Sidewalks. If an Owner's residence is adjacent to a public street, and a sidewalk is located over that portion of that Owner's Lot adjacent to said street, then the Owner shall be responsible to remove snow from said sidewalk within twenty-four (24) hours following any snow event of more than four inches (4"). The Owner shall be relieved of this obligation if the Board contracts for such snow removal with a third-party contractor as an expense of some or all of the members of the Association. The Owner of said Lot otherwise shall use the Owner's best efforts to keep the sidewalk reasonably clean at all times and shall not leave unattended items of personal property on said sidewalk or create any impediment to a pedestrian's use of said sidewalk.

7. Trash Receptacles. No trash, compost, or recycle receptacle or bin shall be stored within any portion of a Lot in front of the plane of the front wall of the building located on the Lot, as such plane is extended to the side Lot lines of the Lot. A good faith effort shall be made by all Lot Owners to store trash receptacles out of view of the public from the street in front of said Lot, i.e., behind the plane of the front wall of the building as such plane is extended to the side Lot lines of the Lot and behind vegetation or other screening. Because the Association (or a pertinent Sub-Association) contracts with a refuse hauling company for picking up trash, recyclables, and compostable matter on

a regular schedule in all areas within the Subdivision (except for trash receptacles in Block 9), each Lot Owner (other than Owners of Lots in Block 9) shall arrange for that Owner's trash, compostable items, and recyclables to be hauled to the pertinent street on the appropriate pick-up dates in time for it to be removed. Such items shall be stored in the bins and containers furnished to the Lot Owner for that purpose. Lot Owners shall not place said bins in any location other their own Lot more than 24 hours in advance of the day scheduled for said pick-up and shall promptly remove said bins from the street as soon as reasonably possible (and no later than 24 hours) after said pick-up has been accomplished.

8. Renewable Energy Generation Devices: Renewable Energy Generation Devices ("Solar Panels") must be approved prior to installation by the pertinent ARC pursuant to Policy Number 12. Solar Panels must be kept in good and functional condition and must be located on a portion of the roof of a residence. No Solar Panel or Windmill may be installed on a front, side, or rear yard as a free-standing device.

9. Responsibility for Damages Caused by Agents and Invitees. Each Owner shall be responsible to repair or replace, at that Owner's expense, any Damage to any Improvements caused by that Owner or the Owner's Agents, Family Members, or Invitees. In this paragraph 8:

a. "Improvements" means any irrigation system, sign, post, vegetation, mailbox, decoration, lawn, driveway, structure, vehicle, or personal property located on any Lot within the Subdivision (other than the Owner's Lot) as well the Association's property.

b. "Agents" means any contractor or provider of any service to the Owner, such as cleaning firms, building contractors, roofing contractors, babysitters, as well as damage to the Association's property caused by any member of the Owner's family, any agent (such as a contractor or person or firm providing services to the Owner), or any person or firm providing services for hire the Owner for any purpose.

c. "Family Member" means any person related to the Owner or who resides in the residence owned by the Owner and who is not an Invitee.

d. "Invitee" means any person who leases all or any part of a residence owned by the Owner or who is invited by the Owner or by any Family Member of the Owner or by any Agent of the Owner to enter upon the Lot owned by the Owner.

e. "Damage" means any injury caused by an Agent, Family Member, or Invitee to an Improvement which diminishes the value or aesthetic appearance of that Improvement.

The Owner's obligation to repair or replace any damaged Improvement shall be deemed to arise immediately upon discovery of that Damage. The Owner and the person whose property was damaged may agree to a monetary amount sufficient to reimburse that person for the loss suffered by that person as the result of that Damage in lieu of the Owner repairing or replacing the damaged Improvement.

B. General Obligations of Owners of Residences Located in Sub-Associations: The Owner of a Residence in the Fountain Greens Subdivision on which any condominium residence or other residence subject to regulation by a Sub-Association, at said Owner's expense, shall perform all reasonably necessary maintenance and upkeep not performed or required by said Sub-Association such that the exterior of each Owner's residence is maintained in a clean, safe, neat, and well-maintained condition. Each Owner shall accomplish such maintenance in accordance with the provisions of the pertinent Sub-Association's requirements, and in the absence thereof, in accordance with this Policy. Furthermore, each Owner shall use that Owner's Residence in a manner which

preserves harmony among and respects the peace and quiet of other Owners. In order to accomplish the intents and purposes of this Policy, each Owner shall make a conscientious and good faith effort to comply with the intents and purposes of this Policy. Each Owner of a residence in a Sub-Association shall comply with that Sub-Association's Covenants and with the pertinent rulings of that Sub-Association's ARC, as applicable.

C. Obligations and Rights of Owners of Lots in Block 9: The maintenance and repair standards specified above in subparagraphs 1 through 8 of Paragraph A of this Article shall generally apply to Lots within Block 9 except where this Policy exempts Lots in Block 9 therefrom. The requirement that prior approval of architectural or landscaping changes must be sought from the Board, pertinent ARC, or pertinent Sub-Association shall not apply to Lots within Block 9. However, all lots within Block 9 shall be subject to the ordinances of the City of Boulder and shall otherwise be subject to the limitations and prohibitions of this paragraph of this Policy with respect to certain landscaping requirements as hereafter specified in this paragraph C. Also, the Board may enforce the provisions of Paragraph A of this Policy which expressly apply to Lots within Block 9 to the same extent as any other Lot within the Subdivision, including fines, liens, and other enforcement mechanisms. Furthermore:

1. In enforcing this Policy against any Owner of a Lot in Block 9, the Board shall form a "Block 9 Advisory Committee" consisting of at least three (3) Lot Owners who reside in Block 9 (the "Advisory Committee"). The Advisory Committee shall provide advice to the Board from time to time concerning violations of this Policy by Owners of Lots in Block 9, and as to appropriate informal actions which might be taken to encourage the voluntary correction of violations of this Policy without resort to the formal enforcement procedures describe in Policy Number 4.

2. The Advisory Committee also shall provide advice to the Board concerning whether and how to enforce the Maintenance standards specified in paragraph A, above on the Owner of any Lot within Block 9. In this regard, the Advisory Committee and the Board shall have objective and good-faith reasons for asserting that any Lot Owner of a Lot within Block 9 has committed a violation of the Covenants or the Maintenance Standards specified in paragraph A, and shall base the enforcement of this Policy on Policy Number 4 and whether such violations will adversely affect the value of other Lot Owners whose Lots are in close proximity to the violating Owner's Lot or that the violating Owner's actions will be likely to interfere with that neighboring Owner's quiet enjoyment of his or her property, and similar objective factors.

3. Advisory Committee members shall be subject to Policy Number 2 (Conflicts of Interest) and shall not participate in providing the Board with advice concerning matters affecting an Owner's Lot which is directly adjacent to an Advisory Committee member's Lot.

4. Members of the Advisory Committee shall serve for such durations as the Board shall specify from time to time.

ARTICLE III

Enforcement of Policy

A. Policy Number 4 to Govern Enforcement Procedures: Violations of this Policy shall be enforced in accordance with Policy Number 4 (Enforcement of Covenants and Policies).

B. Disputes Concerning Interpretation of this Policy: In the event of any dispute between an Owner and any other person over the standards of maintenance, including the standards of cleanliness, safety, neatness, attractiveness, aesthetics and beauty set forth in this Policy, such dispute shall be resolved by the Board acting within its sole discretion. However, the Board may delegate the responsibility for attempting to resolve said dispute to the pertinent Architectural Review Committee (“ARC”) for Lots subject to that ARC or to the Block 9 Advisory Committee for Lots within Block 9. Disputes between an ARC and an Owner concerning the proper interpretation of any of the provisions of this Policy shall be resolved by the Board.

ARTICLE IV

Amendment

A. Amendment. This Policy may be amended from time to time by the Board of Directors, but only in accordance with the provisions of Policy Number 7.

PRESIDENT’S CERTIFICATION: The undersigned, being the President of Fountain Greens Homeowners Association, Inc. certifies that the foregoing Policy was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on _____ and in witness thereof, the undersigned has subscribed her name.

Fountain Greens Homeowners Association, Inc., a Colorado nonprofit corporation

By: _____ Its: President

EXHIBIT A to Policy Number 11 (List of Noxious Weeds)

List A Species (25)

Common

African rue
Bohemian knotweed
Camelthorn
Common crupina
Cypress spurge
Dyer's woad
Elongated mustard
Flowering rush
Giant knotweed
Giant reed
Giant salvinia
Hairy willow-herb
Hydrilla
Japanese knotweed
Meadow knapweed
Mediterranean sage
Medusahead
Myrtle spurge
Orange hawkweed
Parrotfeather
Purple loosestrife
Rush skeletonweed
Squarrose knapweed
Tansy ragwort
Yellow starthistle

Scientific

(*Peganum harmala*)
(*Polygonum x bohemicum*)
(*Alhagi maurorum*)
(*Crupina vulgaris*)
(*Euphorbia cyparissias*)
(*Isatis tinctoria*)
(*Brassica elongata*)
(*Butomus umbellatus*)
(*Polygonum sachalinense*)
(*Arundo donax*)
(*Salvinia molesta*)
(*Epilobium hirsutum*)
(*Hydrilla verticillata*)
(*Polygonum cuspidatum*)
(*Centaurea nigrescens*)
(*Salvia aethiopis*)
(*Taeniatherum caput-medusae*)
(*Euphorbia myrsinites*)
(*Hieracium aurantiacum*)
(*Myriophyllum aquaticum*)
(*Lythrum salicaria*)
(*Chondrilla juncea*)
(*Centaurea virgata*)
(*Senecio jacobaea*)
(*Centaurea solstitialis*)

List B Species (40)

Common

Absinth wormwood
Black henbane
Bull thistle
Bouncingbet
Canada thistle
Chinese clematis
Common tansy
Common teasel
Corn chamomile
Cutleaf teasel
Dalmatian toadflax, broad-leaved
Dalmatian toadflax, narrow-leaved
Dame's rocket
Diffuse knapweed

Scientific

(*Artemisia absinthium*)
(*Hyoscyamus niger*)
(*Cirsium vulgare*)
(*Saponaria officinalis*)
(*Cirsium arvense*)
(*Clematis orientalis*)
(*Tanacetum vulgare*)
(*Dipsacus fullonum*)
(*Anthemis arvensis*)
(*Dipsacus laciniatus*)
(*Linaria dalmatica*)
(*Linaria genistifolia*)
(*Hesperis matronalis*)
(*Centaurea diffusa*)

List B Species (40) continued

Common

Eurasian watermilfoil

Hoary cress

Houndstongue

Jointed goatgrass

Leafy spurge

Mayweed chamomile

Moth mullein

Musk thistle

Oxeye daisy

Perennial pepperweed

Plumeless thistle

Russian knapweed

Russian-olive

Salt cedar

Scentless chamomile

Scotch thistle

Spotted knapweed

Spotted x diffuse knapweed hybrid

Sulfur cinquefoil

Wild caraway

Yellow nutsedge

Yellow toadflax

Yellow x Dalmatian toadflax hybrid

Scientific*(Myriophyllum spicatum)**(Cardaria draba)**(Cynoglossum officinale)**(Aegilops cylindrica)**(Euphorbia esula)**(Anthemis cotula)**(Verbascum blattaria)**(Carduus nutans)**(Leucanthemum vulgare)**(Lepidium latifolium)**(Carduus acanthoides)**(Acroptilon repens)**(Elaeagnus angustifolia)**(Tamarix chinensis, T. parviflora, and T. ramosissima)**(Tripleurospermum perforata)**(Onopordum acanthium, O. tauricum)**(Centaurea stoebe)**(Centaurea x psammogena = C. stoebe x C. diffusa)**(Potentilla recta)**(Carum carvi)**(Cyperus esculentus)**(Linaria vulgaris)**(Linaria vulgaris x L. dalmatica)*
