

PORTICO HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

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PORTICO HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

INTRODUCTION

A. Portico Homeowners Association, acting through its Executive Board, has adopted the following Rules and Regulations (Rules). The Rules may be amended from time to time by resolution of the Executive Board. All initial capitalized words and phrases used in these Rules shall have the meanings given in the Rules, in the Declaration of Covenants of Portico Condominiums, the Bylaws of the Association, and the Colorado Common Interest Ownership Act, CRS § 38-33.3-101 to § 38-33.3-319, as the Act may be amended from time to time.

B. The purpose of these Rules is to promote a cooperative, harmonious living experience for all residents of Portico Condominiums; to protect all residents from annoyance, nuisance and damages caused by improper use of the Units and Common Elements; to safeguard the reputation and desirability of Portico while offering high standards of enjoyment of the premises for the residents; to continue the architectural integrity and appearance of the premises; and to enhance the values of the property for the benefit of Owners.

C. All Owners and Owner's Agents (defined in the Declaration as members of a Unit Owner's family, or a Unit Owner's agents, employees, invitees, licensees or tenants) shall be bound by these Rules, as well as by standards of reasonable conduct, whether or not specified by these Rules. All Owners and Owner's Agents shall comply with these Rules, the policies of the Association, the Declaration, Bylaws, and provisions of the Colorado Common Interest Community Act applicable to them. The provisions of all these documents are sometimes collectively referred to as the Rules. Owners are responsible for the conduct of their Owner's Agents, and the Owner may be held in violation of the Rules of the Association based on violations by their Owner's Agents, to the same extent as if the Owner had personally violated the Rules. These Rules supplement the provisions of the Declaration, Bylaws, and the Colorado Common Interest Community Act.

D. The Association may delegate its authority and responsibility, in full or in part, for enforcing these Rules, or any of them, on behalf of the Association, to a Contracted Manager of the Association or to a duly appointed committee.

E. These Rules supersede and replace in their entirety all prior rules and regulations of the Association. In the event of any inconsistency with prior rules and resolutions, these Rules shall prevail and govern.

ARTICLE 1 - Use of Units that Affects the Common Elements and Other Units

Section 1.1—Occupancy Restrictions; Contacts.

1.1.1—Occupancy as Single Family Residence. The use of each Unit is restricted to that of a single-family residence. The term "single-family residence" means a single-family housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants, cooking and eating with a common kitchen and dining area.

Section 1.2—No Commercial Uses.

No industry, business, trade or commercial activities shall be conducted, maintained or permitted in any part of a Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. Home professional pursuits are permitted; provided, however, the activity must be conducted with no on-site employees, visits by the public or customers, or nonresidential delivery of packages, storage, mail or similar uses.

Section 1.3—Electrical Devices and Fixtures.

Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

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Section 1.4—Charges for Electricity.

By the time of purchase of a Unit, the purchasing Owner is responsible for providing the electrical utility with the Owner's name and billing address. After the purchase, the purchasing Owner is responsible for monthly payment for the electricity supplied to the Unit. If this is not done, the utility will turn off the electrical power supply to the Unit without giving notice to the Owner who has not supplied it with a current address.

Section 1.5—Fire Protection and Fire Alarms; Fuels; Grills.

Each Owner and Owner's Agent shall take great care to minimize the danger of starting a fire anywhere within Portico, except in a controlled fashion in gas fueled appliances that are properly installed, according to code, within a Unit or within an originally installed fireplace. All Owners and Owner's Agents must follow the directions of the local fire department and fire code, and must vacate the building promptly upon a fire alarm. The Association is not responsible for clearing occupants from the building, and will not conduct evacuation proceedings **or respond to telephone calls from occupants after a fire alarm has been triggered.** No propane tanks, larger than 1 pound in size, gasoline cans or other fuel canisters, fuels or highly flammable materials, are permitted in or outside Units, except gas fed by gas line to the outdoor barbeque grill installed on the swimming pool deck, and propane tanks of permissible size used for individual gas grills. No charcoal barbecue grills, turkey cookers or smokers, stoves or the like are allowed on the covered patios, balconies, or terraces. One additional propane (one pound in size only) canister may be stored on balconies or patios.

Section 1.6—No Storage of Highly Flammable Materials or Hazardous Chemicals.

Storage within the premises of Portico of gasoline and other highly flammable materials and of hazardous chemicals and materials is absolutely prohibited, either in the interior of the Units, the outside storage closets and hot water heater closets or on the Common Elements.

Section 1.7—Water Leaks; Charges for Water.

1.7.1 Outside Storage Closets and Water Heater Closets. To minimize the possibility that the pressurized fire sprinkler pipes and domestic water pipes will freeze, break and release large amounts of water into the building and cause extensive damages to the Common Elements and the Units, Owners with outside storage closets and water heaters in outside closets must take special care to keep their fire sprinkler pipes and water heater pipes in these closets from freezing during cold weather. The temperatures in these closets must be kept between 50° and 70° Fahrenheit, or within another temperature range specified by the Association, by means of electric heaters that meet the specifications of the Association. Owners must keep the doors of their outside closets tightly closed and well sealed except during periods of brief use.

1.7.2 Outside Water Faucets. For the purpose of preventing the flow of water into the building and resulting in damages to the Units, Common Elements and personal property, Owners of Units with water faucets, water faucet extenders or other attachments, and the related water pipes that supply water to these additions on their patio, balcony or terrace, must disconnect the water hoses and other attachments and additions during cold weather. Owners must also adequately insulate outside faucets to prevent them from freezing, bursting and leaking water.

1.7.3 Tiled Balconies and Terraces. Owners of Units with stone or tile floors added to their balconies or terraces over the original concrete floor, as well as Owners of all other Units with patios or balconies, must take necessary actions on a frequent basis to maintain an effective seal between the floor of the patio, balcony or terrace and the adjoining exterior wall of the building to prevent the flow of water into the building. Contracted Employees of the Association are not allowed to perform this service.

1.7.4 Washing Machine Hoses and Faucets. To reduce the possibilities that a rubber hose attached to a clothes washing machine will burst and leak water into the building, Owners are required to replace all rubber water hoses attached to their clothes washing machines with "burst proof" hoses that are sheathed in metal webbing.

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1.7.5 Water Overflows; Garbage Disposal. Owners must take special care not to allow bathtubs, showers, kitchen sinks, toilet bowls and clothes washers to overflow with water. Jetted tubs may not be installed in bathrooms. Food scraps, coffee grounds, peelings and other such waste should be placed in plastic bags, and the bag tied and dropped into a trash chute or dumpster, rather than ground and washed into the drain of a kitchen sink. Waste disposed of in garbage disposal units can clog the drainpipes in the building, causing water to flow into rooms on the lower floors of the building. Garbage disposals should be used sparingly and only for small pieces of food waste. Plastic and other materials that do not dissolve in water may not be flushed down toilets because they will clog the drains and flood other parts of the building.

1.7.6. Charges for Water; Conservation of Water. Charges for use of water within Units are a common expense of all the Owners, shared through the assessments collected by the Association. In order to minimize this expense, Owners and Owner's Agents must limit the amount of water they use and avoid wasting it. The responsible Owner must promptly repair leaking faucets and toilets in a timely manner.

Section 1.8—Water Heater Systems.

Each Unit has either one or two water heater tanks and/or tankless systems. Each Owner is responsible for maintaining their individual water heater systems. This includes annual inspection by a qualified service company of the mixer valve that mixes hot and cold water, checking the pipes, fittings, relief valves and water heating systems for corrosion and leaks. Each Owner is also responsible for replacing their water heater tanks and relief valves periodically before the bottom of the tank rusts and breaks and the valve malfunctions. These types of failure can be expected to occur after several years of use and would likely drain the water into the Owner's Unit and adjacent Units and the Common Elements. Owners must seek the advice of their service company on replacement and maintenance of their water heater systems. During cold weather, Owners with one or two water heaters located in their outdoor closets must check the electric baseboard heater in their closet to be sure the heater is providing heat to the closet and the pipes connected to the hot water heaters. During periods of unusually cold weather, the electric baseboard heat should be turned to high by turning the temperature control clockwise.

Section 1.9—Heating of Units.

Each Owner is responsible for keeping their Unit heated. During the cold weather season, a Unit must be kept heated to not less than 65° Fahrenheit in order to help protect the water pipes within the Unit, the water heater closet and the fire sprinkler pipes serving the Unit from freezing, bursting and leaking water into the Unit and adjacent Units and Common Elements. Under no circumstances may the heat be turned off during the cold weather season, and a responsible Owner will be liable for all resulting damages.

Section 1.10—Air Conditioners.

1.10.1 Responsibility for Air Conditioners. Each Owner is responsible for the maintenance and replacement of the air conditioning system that services their Unit as a Limited Common Element. Air conditioning is provided to each Unit by traditional air conditioning units, but the systems are unique in that the condenser coil is located at a distance remote from the Unit. Units on floors 1 and 2 have condenser coils installed in the ceiling of the garage, over a parking space assigned to another Owner. The fan coils and fluid pumps for floors 1 and 2 are located either in the ceiling or a closet of the Unit. Units on floors 3, 4, and 5 have condenser coils on the roof of the building, with fan coils and water pumps located either in the ceiling or a closet of the Unit. Units on floor 6 have condenser coils installed on the roof of the building, with fan coils on the roof.

1.10.2 Periodic Cleaning of Condenser Coils. Each Owner is responsible, on an annual or more frequent basis, for cleaning their condenser coils to remove lint and dust that clogs the ability of the fins to shed heat. If this is not done, the fins will not cool efficiently, the components will overwork, overheat, and prematurely fail, while not providing adequate cooling. Before cleaning the coils, the Owner or service provider must make advance arrangements with the Association's Contracted Manager to gain access to the roof, if applicable, and also to ask other Owners to remove their vehicles from below the condenser coils in the garage so that those vehicles are not damaged by the work necessary to clean the coils.

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1.10.3 Recommended HVAC Contractor. The Association maintains its own contract with a contractor for servicing the air conditioning to the Common Elements, and the Association recommends that Owners contract with the same company for reasons of its familiarity with the building and these systems, and also for reasons of economy for the Owners. The Association is not liable for the functioning of air conditioning systems of Owners or the performance of any service provider it may identify as a potential service provider for Owners.

1.10.4 Air Conditioner Temperatures. An Owner is responsible for the resulting damages if water leaks from their air conditioner system in their Unit. Among other causes, this may occur if the temperature of the air conditioner is set to an extremely cold level. Such action may cause frost and ice to form around the air conditioner fan coil tubes, and the ice would later melt and drop as water onto the floors and walls of the Unit. That water can also leak into adjacent Units, causing extensive surface damages and personal property damages. Owners and Owner's Agents must not set their temperature controls to extreme cold levels. An extremely cold setting will not cause the air conditioner to work any faster because the machine is either on or off, and if on, will cool as rapidly as it is capable of cooling.

Section 1.11—Signs.

Except for signs placed by the Association, no signs of any character shall be erected, posted or displayed upon, in, or from any Unit or the Common Elements, including the patios, balconies, terraces or windows. Political signs and American flags are permitted to be displayed entirely within Limited Common Element balconies and patios or inside a Unit window. Political signs are authorized for a period not to exceed 45 days before an election. The signs must be removed by the 7th day after the election.

ARTICLE 2 - Use of Common Elements

Section 2.1—Use of General Common Elements.

The General Common Elements may not be used for any purposes other than those for which they were designed and are reasonably suited. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisance, vandalism or damage on or to the Common Elements. Roughhousing and horseplay anywhere on the premises are prohibited. The building entry doors, sidewalks, entrances, hallways, and stairways may be used only for ingress and egress, and must not be obstructed or used for any other purposes. Sidewalks shall be used only for pedestrian use, and driveways shall be used only for the passage of vehicles. No personal property shall be placed on any part of the General Common Elements except by the Association or by an Owner with the prior written consent of the Association. The Association may furnish the lobbies and hallways in its discretion. The Association will not be responsible for loss of personal property left on the General Common Elements and may remove it and dispose of it without liability to anyone.

Section 2.2—Smoking.

For the purposes of these rules, "smoking" shall mean the carrying, burning, or otherwise handling or controlling a lit or smoldering product containing tobacco or marijuana, including a lighted cigarette, electronic cigarettes, vaporizer, cigar, pipe, hookah, bong, or any other matter or substance that contains any amount of tobacco, marijuana, hash, wax, shatter, oils, or any other similar cannabis concentrate.

No person shall smoke any product (tobacco or otherwise) within the halls and common rooms of the building, on or in Limited Common Areas, which includes patios, balconies and terraces, in the garage, or on any enclosed area of the Common Elements. Smoking at the pools and pool deck is not permitted. Smoking is also not allowed within twenty (20) feet of an entrance of the Portico building.

Section 2.3—Modifications of Common Elements and Interiors of Units.

No persons other than the Association or its contractors shall make any modifications to the Common Elements. No modifications or additions may be made to the interior of Units if it might affect the Common Elements or create unreasonable disturbances to occupants of adjacent Units. Installation of wood flooring is prohibited except in accordance with specifications of the Association, which require the addition of a specific amount of cork underlying the wood floor to dampen the additional noise the flooring allows to penetrate into other Units and possibly the addition of area rugs. The provisions of the Declaration in this regard apply.

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Section 2.4—Furniture and Furnishings.

The furniture, furnishings and decorations placed within the Common Elements by the Association are the property of the Association, owned by it for the benefit of all Owners. These items may not be moved from the locations in which they were originally placed except by the Contracted Manager of the Association, and they may not be borrowed for temporary use in a Unit.

Section 2.5—Building System Controls.

No Owner or Owner's Agent may interfere in any manner with any of the controls to the systems of the Building. This includes, among others, the lighting; communications systems; fire alarm instruments; fire extinguishers; elevators; access control systems; entry doors; air conditioning controls; furnaces; temperature controls; telephone systems; spa controls; swimming pool covers, vents and valves; and all other controls that operate systems that are part of the Common Elements.

Section 2.6—Access control; Entry Doors.

Portico is a secured building. No one may block entry doors open. No one may open the entry doors for strangers who are not adequately identified as having a proper purpose in the building. The Contracted Employees of the Association are not required to give anyone access to Units, storage rooms or lockers without the prior written permission of the Owner or the Owner's Agent. In accordance with state law, the Declaration and these Rules, Contracted Employees and contractors of the Association have the right, which may not be denied, to enter Units without notice or permission for the purpose of maintenance or, repairs, and in emergencies.

Section 2.7—Solicitations.

No person may solicit any business or charitable donation of any type, except business related to the sale or purchase of a Unit, from any other person or conduct any canvassing activities within the Common Elements unless the Executive Board has approved the activity in advance and in writing.

Section 2.8—Open House Showings.

Owners and Owner's Agents may make a Unit available for showing to the general public (open houses), only upon compliance with the following requirements. Open houses must be scheduled with the Contracted Manager of the Association prior to any publication or other final arrangements for the event. No more than three separate open houses may be conducted on any given day. All open house must be held between the hours of 9:00 a.m. and 6:00 p.m. on weekdays and 10:00 a.m. and 4:00 p.m. on weekends and holidays. For reasons of access control, the person conducting an open house must greet visitors in the entry foyers and escort them to the Unit to be shown, and throughout the Common Elements, remaining with them until they depart the building. Doors may not be blocked open, and signs advertising the showing may not be taped or otherwise attached to any part of the building. Real estate brokers may place their standard open house sign on the sidewalk next to the street. Brokers are responsible for assuring that they and their visitors do not park vehicles in the circular driveway. Brokers and other sellers may not bring tables or chairs into the building or rearrange the tables, chairs or other furniture within the Common Elements. Brokers are responsible for turning off lights, locking doors and returning access cards to the Association's lockbox.

Section 2.9—Garbage, Boxes and Other Trash.

2.9.1 Disposal of Garbage: Hazardous Materials. Owners and Owner's Agents are encouraged to locate and use recycle services for their garbage and trash. Hazardous and toxic substances must be disposed of in accordance with federal, state and city law at approved and licensed hazardous material waste sites, and may not be disposed anywhere at Portico or dumped into the toilets, drain systems or garbage.

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2.9.2 Trash Chutes; Tied Plastic Bags. No garbage, trash, boxes or other items may be deposited at Portico except in the designated trash receptacles. Garbage may be disposed of in the trash chutes located at the east and west end of each floor or in the trash dumpsters. All garbage must be placed in sturdy plastic bags that are tied shut. Animal waste may not be disposed of in the trash chutes.

2.9.3 Disposal of Boxes. Cardboard and wood boxes must be flattened and taken to the dumpster enclosure at the northwest end of the building and placed in a trash dumpster. No boxes or trash may be thrown over the fence into the dumpster enclosure.

Section 2.10—Moving and delivery of Household Goods, Furniture and Appliances.

2.10.1 Moving Schedule; Elevator Pads; Floor Pads. Furniture and household goods may only be moved in or out of the building after scheduling and other arrangements are made with the Association's Contracted Manager, which must be completed at least three days in advance. Moving time is Monday through Friday, with the exception of legal holidays, from 8:00 a.m. to 5:00 p.m. No moving of furniture or appliances is allowed on Saturday, Sunday and legal holidays. A moving company is responsible for hanging protective pads in the elevator and placing protective floor pads over marble flooring if this is not done by the Association's Contracted Employees.

2.10.2 Location of Moving Trucks. Movers must use the double doors in the covered parking area and may not use the front entry doors. Moving vehicles must not park in the circular drive, covered parking or the private drive east of the building.

2.10.3 Moving Fees, Damages The Association charges a non-refundable fee for moving to cover the cost of placing protective pads in a designated elevator and inspection of the Common Elements for damages immediately before and after the move. The responsible Owner must pay the cost of the repairs for any damage incurred during moving.

Section 2.11—Carts for Groceries and Other Personal Items.

The Association keeps wheeled carts in the garage for the convenience of Owners and Owner's Agents for their temporary use in moving groceries and other household items from vehicles to their Units. A cart must be immediately returned to the garage by the person who used it and placed near the elevators but not in front of the fire doors to the elevators. These carts are not for use by contractors, and may not be removed from the premises. Owners are responsible for informing their contractors that they are not allowed to use the carts.

ARTICLE 3 - Maintenance Responsibilities

Section 3.1—Maintenance by Association.

The Association is responsible for maintaining and repairing the Common Elements, whether they are located within or outside Units, except for those parts of the Limited Common Elements as to which maintenance and repair responsibilities have been assigned by the Declaration or the Association to the Owner of the Unit to which the Limited Common Elements are appurtenant.

Section 3.2—Maintenance by Owners.

Each Owner shall maintain and keep in good repair the interior of the Owner's Unit. This includes the improvements, fixtures, appliances (including among other systems the water heater tanks and/or tankless systems, air conditioning, heat system, plumbing, electrical circuit breaker, wiring, lighting and light fixtures, and gas fireplaces) and the surfaces (excluding the roofing elements) of Limited Common Elements allocated to the Unit. The Owner's responsibilities also include plumbing and electrical wiring installed within the Unit, commencing at a point where the utilities enter the Unit to the point where they exit the Unit; patios, patio landscaping and irrigation systems that are Limited Common Elements of the Unit; the interior non-supporting walls of the Unit; and the

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surface materials within the Unit, such as drywall, paneling, wallpaper, paint, tile, carpeting, and other surfaces of the walls, ceilings, and floors within the Unit, and the doors, windows and screens of the Unit.

Section 3.3—Entry into Units by Association.

As provided in the Declaration, the Association has an easement to enter, but is not obligated to enter, a Unit to perform maintenance and repair responsibilities that the Owner may not have performed within the Unit or that, in the judgment of the Association, if not performed, might adversely affect the Unit, other Units or the Common Elements. All such work and materials shall be provided at the expense of the Owner of the Unit, and, until paid, all unpaid costs incurred for these purposes shall be a lien upon the Unit, enforceable in the same manner as a lien for an unpaid assessment. The Association's right of access may be exercised by the Contracted Manager, members of the Executive Board, officers, Contracted Employees or subcontractors of the Association. This right of entry and access may be exercised during reasonable hours, and in the event of an emergency, at any hour. Provided that an entry is made in good faith by any of these persons on behalf of the Association, the Owner assumes all risk of loss that might result from inability of the Association or its agents to resolve the maintenance and repair or the emergency condition, or that might result in personal injury, property damage and any other losses, and whether caused by mistake, negligence or torturous act of the Association's agents. The Owner acknowledges and agrees that the Association does not guarantee that any work or materials it elects to provide for these purposes will be adequate, or will resolve an emergency situation, or mitigate damages or prevent additional damages and losses.

ARTICLE 4 - Exterior of Units

Section 4.1—Window Coverings. No materials other than conventional window coverings such as plantation shutters, curtains or draperies may be hung, displayed or exposed in windows or sliding glass doors. All window coverings must be of a white or off-white color, or lined or backed in a white or off-white color. Screen door installations to exterior doorways must be pre-approved by the Association in writing.

Section 4.2—Window Awnings and Umbrellas. No window awnings may be affixed to the exterior of the building, and no umbrellas may be placed in patios, balconies or terraces, without prior written approval of the Association. Approval will not be granted unless the material of any awning or umbrella be of a solid color that closely matches the color of the finish coating of the stucco exterior of the building, with no other colors or stripes, and unless the awning or umbrella will be as unobtrusive and unnoticeable as practical from other Units, the Common Elements or the street and sidewalks adjacent to the building. Any approved awning or umbrella must be closed when not in use. The Owner of a Unit with an awning is responsible for all damage to the Common Elements caused by the installation and use of the awning and shall reimburse the Association for any expenses of repair.

Section 4.3—Exterior Attachments.

Except for wiring and other fixtures and equipment installed by the Association, no decorations, signs, satellite television or radio dish, and no antenna cable or electronic wiring, thermometers, bicycle racks, garden hose reels or other wiring or equipment shall be attached to the exterior of the Units; the Limited Common Elements, which includes the covered patios and covered balconies, or any other part of the Common Elements. This prohibition includes the walls of the building, Special Common Elements, roof of the building and the exterior and interior walls of the garage; No clothesline, clothes, laundry, towels, bedding, or other article other than an American Flag or political sign as provided above shall be hung or exposed on a Limited Common Element, including a patio, balcony or sixth-floor terrace, or placed on the Common Elements.

ARTICLE 5 - Use of and Responsibility for Limited Common Elements

Section 5.1—Patios, Balconies and Terraces.

5.1.1 Exterior Changes Prohibited; Personal Property. In order to maintain the architectural design and harmonious style of the exterior of the building, the finish, color, design and appearance of the patios, balconies and

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terraces may not be changed. Except for a limited amount of appropriate all-weather furniture that is in good condition, and of a dark green, black, brown, terra cotta or a beige color that matches the color of the exterior stucco, no personal property may be placed or displayed on the patios, balconies and terraces. This includes among other items, rugs, towels, bathing suits, clothes, brooms, mops, boxes, bicycles and exercise equipment. Small window boxes and pots, in one of the same colors, that are securely fastened to the wrought iron railings of the balconies and terraces, may be used if they contain only green or flowering plants that are in a healthy, growing condition. White furniture is not appropriate because of the contrast with the color of the exterior stucco. During the December holiday season, strings of small white lights may be displayed on small green trees and on the wrought iron railings.

5.1.2 Storage Prohibited; Outside Storage Closets. No storage of personal property is allowed on patios, balconies or terraces, including boxes, mops, cleaning buckets, tools or other items. If an outside storage closet is attached to the Unit, it may be used for this purpose. Outside closet doors must be kept closed and tightly sealed against the weather.

5.1.3 Fountains. Water fountains are prohibited on the patios, balconies and terraces.

5.1.4 Removal of Unauthorized Items. At the request of the Association, any items that do not meet the criteria established in these Rules or in the design standards of the Association, or that the Executive Board deems unsightly, shall be promptly removed from a patio, balcony, terrace, General Common Element or Limited Common Element at the Owner's expense.

5.1.5 Cleaning of Patios, Balconies and Terraces. Patios, balconies and terraces must be kept clean of trash, leaves, dead plants and other debris. Cleaning of balconies and terraces shall be accomplished by use of brooms, water buckets and mops, vacuum cleaners and other means that do not allow dirt, debris or water to fall from the balconies or terraces onto the building walls or Units below. Water used for cleaning shall be applied sparingly and shall not be flushed or allowed to drop over the sides of balconies or terraces. No fireworks, trash, balls, water balloons or other items shall be released or thrown from the patios, balconies, terraces or windows.

5.1.6 Patio Landscaping. Owners of Units with patios are responsible for the landscaping within the patio, including watering, fertilizing, pruning, replacing and other care of the plants and automatic sprinkler systems within the patio. The landscaping must be maintained with plants that are the same or substantially similar to the original landscaping. The landscaping must be maintained at a level of care that matches that of the landscaping on the Common Elements. No landscaping materials in a patio may extend above or beyond the walls of the patio.

5.1.7 Pets Attended; Pet Waste. Pets shall not be left unattended on a patio, balcony or terrace. Pets shall not be allowed to use any part of a patio, balcony or terrace, including outside closets, as a waste station.

5.1.8 Walls, Ceilings and Floors of Patios, Balconies and Terraces. Each Owner is responsible for the cost of maintaining the stucco coating of the walls of their patios, balconies, and terraces, including the ceilings of patios and balconies, as well as the paint on the outside closet doors and door frames. Owners shall not paint or decorate the walls and ceilings of their patios, balconies and terraces, and the Association shall paint these areas from time to time with colors and materials of its selection to maintain a uniform appearance and design of the building. The Association and its Contracted Employees and contractors shall have convenient and unhindered access to the patios, balconies and terraces for the performance of this work. The Association will charge the appropriate Owner for this work and materials, and the Owner will pay the actual cost. Owners of Units with stone or tile floors on their balconies or terraces shall bear complete responsibility for the cost and work to repair and maintain these improvements, and any resulting damages from water leaks or otherwise, and the Association shall have no responsibility of any kind for them.

Section 5.2—Garage Parking Spaces.

As provided in these Rules pertaining to use of the garage parking spaces and parking of vehicles, the garage parking spaces may be used only for the parking of vehicles, motorcycles, motor scooters, boats and trailers.

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Personal property, including tires, bicycles, storage boxes, and furniture may not be kept in a garage parking space. The storage of gasoline and other flammable materials, and noxious or hazardous chemicals or materials of any kind is absolutely prohibited. The Association is not liable for loss or removal of any items from a garage parking space or any other Limited Common Element, including damage to vehicles.

Section 5.3—Storage Lockers.

The storage lockers may not be assigned apart from the Unit to which they have been made appurtenant by a deed recorded in the public records. The Owner of each Unit shall maintain the storage locker assigned to that Unit in a clean and orderly condition, free of dust, dirt, trash and debris of any kind. The storage of gasoline or other highly flammable materials, and noxious or hazardous chemicals or materials is absolutely prohibited. The Association is not liable for loss or removal of any items from a storage locker.

ARTICLE 6 - Use of and Responsibility for Special Common Elements

Section 6.1—Guest Suite.

6.1.1 Use of Guest Suite. The guest suite is a double occupancy, non-smoking room that is provided for the convenience of Residents for visits of their guests. A Resident whose guest uses the room must be in residence at Portico during the visit of the guest. The rental rate is \$75 per night, plus lodging taxes, subject to change from time to time by the Association. Rental of the guest suite includes use of a parking space, designated by the Association, in the garage at no additional charge during the period the guest room is rented. Pets are not allowed in the guest suite.

6.1.2 Reservation of Guest Suite. Reservations for use of the Guest Suite may be arranged through the management office during its regular office hours. Because a Resident is responsible for the charges incurred by their guests, only Residents who are in good standing with the Association may make reservations for use of the Guest Suite. Requests are subject to prior reservations of the Guest Suite. A three-day stay is the standard period for a reservation. This period may be extended one day at a time if another Resident has not reserved use of the Suite. Reservations will be made not more than three months in advance, and not less than one day in advance. A reservation will not be held without payment in advance of the Guest Suite charge for one night, which must be paid by check at the time of the reservation. Refunds are made only if the reservation is cancelled at least 72 hours in advance. Reservations for popular dates, such as holidays, are made on a rotating basis so that no Resident may monopolize use of the room.

6.1.3 Guest Suite Key and Access Fob. Residents are responsible for obtaining guest suite keys and access key fobs from the management office during its regular office hours.

6.1.4 Check-In; Linens; Check-Out. During the regular workweek of the Association, check-in takes place at the management office. Check-in time is 3:00 p.m. If the guest arrives after office hours, the Resident is responsible for obtaining the Guest Suite key and necessary access cards in advance from the office, for showing their guests to the room and the designated garage parking space, and for advising their guest that the suite is a non-smoking room and providing other pertinent information. Linens are changed only at the end of the stay or after five days for longer rentals. Checkout time is 12:00 p.m.

6.1.5 Damages to Guest Suite. After the guest has departed, the management office will inspect the suite. The Resident will be charged for the costs of repair of any damage to the suite, replacement of missing items and long distance telephone charges. If the guest smoked in the room, the Resident will be charged a \$500 cleaning fee. None of the Guest Suite furnishings may be removed for any reason.

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Section 6.2—Social Room.

6.2.1 Use of Social Room. The social room is a furnished room with a wet bar designed for use and enjoyment of Residents. The social room is used as the site for parties scheduled by the Association for Residents, and for meetings of the Executive Board and committees. Owners may request reservations for their use of the room for catered dinners, cocktail parties, card parties, meetings, and pool parties. Pets are not allowed in the social room. The Resident for whom the room is reserved must be present at Portico during the event. The rental rate is \$50 for each six hours of use, subject to change from time to time by the Association. The Social Room is non-smoking.

6.2.2 Hours of Use. Subject to priority of use for an event organized by the Association, the social room may be used on a non-exclusive basis by individual Residents on an informal basis from 7:00 a.m. to 10:00 p.m., without a reservation or payment of any charge except for damages. Residents may request a reservation for exclusive use of the room (Restrooms will remain open to all Residents and their guests) at any time from 9:00 a.m. to 10:00 p.m., subject to payment of the room charge in the amounts specified from time to time by the Association. The management office keeps a list of reservations, and the time and date of the Association's parties and regularly scheduled meetings are posted on the bulletin board in the mailroom.

6.2.3 Reservation of Social Room. Reservations for exclusive use of the social room may be arranged through the management office during its regular office hours. Because a Resident is responsible for the charges incurred, only Residents who are in good standing with the Association may make reservations for use of the room, whether for their own guests or for the guests of their Owner's Agents. Requests are subject to prior reservations of the room. Use by the Association has priority over other requests. Reservations will be made not more than 30 days in advance, and not less than one day in advance. A reservation will not be held without payment of the room charge, currently \$50 per six hours of the event. These amounts are subject to change from time to time by the Association, and must be paid by check at the time of the reservation. Refunds of the room charge are made only if the reservation is cancelled at least 72 hours in advance. Reservations for popular dates, such as weekends and holidays, are made on a rotating basis so that no Owner may monopolize use of the room.

6.2.4 Events Allowed. When requesting a reservation, Owners must provide a brief description of the planned event and the approximate number of guests. If a caterer is to be used, special arrangements for deliveries and clean-up must be made with the Contracted Manager. No more than 35 guests may use the social room for an event, unless it is an event sponsored by the Association. If the room is used for a party for a child under the age of 16, the Owner and an appropriate number of other adults must be present throughout the event to provide adult supervision.

6.2.5 Limits on Use; Noise. No decoration, notices or other materials may be taped to the doors, walls, furniture or other parts of the social room. No notices of the event may be taped to the exterior entry doors, halls, windows, doors to the room, or walls of the building. Owners and their guests must respect the need for access control in the building, and the entry doors to the building may not be blocked open. Noise during the event must be kept to a reduced level that does not disturb residents of the adjacent Units. The doors to the social room must be kept closed during the event to reduce the impact on other residents of Portico.

6.2.6 Owner's Responsibilities. It is the responsibility of the Resident to clean the room after the event, with the furniture in good condition and in its original location. Residents are responsible for carrying garbage and trash to the trash chutes or outside trash dumpsters at the northwest corner of the building; and for turning off the lights, gas fireplace, any equipment or appliances used, and locking the doors to the social room.

6.2.7 No Access Way; Proper Attire.

At no time shall the social room be used for access to either the fitness room or the pools or for transit between the pools and spa. Users of the pool who wish to enter the social room to use a restroom must dry themselves thoroughly before entering the social room, and must use a cover-up. See Rule 6.4.3.

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Section 6.3—Barbecue Parties.

6.3.1 Use of Pool Deck with Social Room. A reservation of the social room for an event does not include the right to open the folding glass doors leading to the pool deck or to use the pools, pool deck or barbecue grill on the pool deck. During the season that the pools are open, Residents may request a reservation for their exclusive use of the social room combined with non-exclusive use of the pool deck and barbecue grill, in which event the Contracted Employees of the Association will open the sliding glass doors. The facilities do not include adequate changing rooms and restrooms for pool parties.

6.3.2 Non-Exclusive Reservation of Barbecue Grill and Pool Deck. Reservations for non-exclusive use of the barbecue and pool deck for not more than 35 persons may be requested for these uses on the same terms as those that apply to reservations of the social room. The Rules that apply to use of the social room also apply to use of the social room and the non-exclusive use of the pool deck and barbecue grill, except the party may begin no earlier than 1:30 p.m. and must end no later than 10:00 p.m., the barbecue grill must be shut off and cleaned and left ready for use by others, the pool deck umbrellas must be closed, and the sliding glass doors must be closed upon conclusion of the event.

Section 6.4—Pools and Pool Deck.

6.4.1 Use of Pools; Assumption of Liability. Residents may use the lap pool, Hot Tub and wading pool during the pool season for their intended purposes, subject to the provisions of the following Rules, which are adopted for the health and safety of all users of the pools. **There is no lifeguard, and all those persons who use the pools do so at their own risk and assume the liabilities of use that are inherent in pools and water. The Association does not provide supervision for children or others who use these facilities, and the Association shall have no responsibility for injuries and accidents that may occur through use of these facilities.** Residents are responsible for the proper use of the pools and pool deck.

6.4.2 Pool Hours. The pools are open for use only at the times and during the hours published by the Association from time to time. The pools may be used only during daylight hours and not before 7:00 a.m. The pools are closed at 10:00 p.m. each night. At that time, personal items must be removed and the pool and pool deck must be vacated.

6.4.3 Access to Pools; Attire. Users of the pools are not to enter the pool area or leave it through the social room. They may enter and exit through the hallway east of the pools or enter through the rear door of the Main Entrance of the building. Proper attire, consisting of cover-ups, robes, tee shirts and shoes or sandals, must be worn over swimsuits when a person is going to or from the pools and is in any other part of the building. Persons in this attire are not permitted in the social room. Only persons in swimming attire are permitted in the pool. Users of the pool must dry themselves thoroughly before entering any part of the building.

6.4.4 Sanitation and Safety. All commonly recognized rules of sanitation and safety shall be observed at all times while in or around the pools. Persons are not to use the pool when they are ill, have an infection of any type, or have an open wound. Incontinent persons must wear waterproof "swim diapers" if they are in a pool. All types of diapers must be disposed of at home, and may not be deposited in the poolside trash containers or in the restrooms.

6.4.5 Use of Swimming Equipment. Swimming equipment consisting of large mats, flotation devices, tubes, toys and the like are allowed in the pools only if they do not restrict the use or enjoyment of the facilities by other users. If another person who is using the pools at the time reasonably objects, the equipment must be removed.

6.4.6 Smoking at Pools. Smoking in the pool area is prohibited.

6.4.7 Glass Prohibited; Personal Property. No glass containers of any kind are permitted at the pools or on the pool deck. Personal items may not be left in the pool area, and the Association has no responsibility for loss or damage of these items. Contracted Employees of the Association will discard and dispose of any items of personal

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property left in the pool area, and neither the Association nor the Contracted Employees shall be responsible for such losses.

6.4.8 Safety Requirements. No horseplay, running, pushing, roughhousing, or athletic contests are permitted at any time in the pools or on the pool deck. No diving or jumping into the pools is permitted. Users may not tamper with, damage or sit on, hang, or play with the pool safety, handicap equipment or control valves of the pools.

6.4.9 Limitation of Guests. Residents must limit the number of guests they invite for use of the pools, which is allowed on an occasional but not regular basis. Residents whose guests use the pools on a consistent basis will be charged a fee at a monthly amount of \$50 per family for up to four members of the family. This amount may be changed from time to time by the Association.

6.4.10 Pool Deck Furniture. A person who has used the pool deck furniture must return it to its proper position. Umbrellas must be closed after each use. Persons who use the barbecue grill must turn it off after their use and clean the grill so it is ready for the next user.

6.4.11 Noise at Pools. Users of the pools and pool deck must be aware that noises generated in the pools or the on the pool deck are augmented by the surrounding structures. Even those who speak in conversational tones can be heard within the interior of the adjacent Units, including the neighboring subdivision to the south. Users must be careful to limit the noises they make, whether during the daytime or evening, to a level that would not disturb a reasonable person within hearing distance. Radios and other music instruments may be used only if kept at a low volume. If there are complaints about noises, the Association reserves the right to require users to leave the area, radios and other devices to be turned off, and to take other appropriate steps to resolve the issue, including closing the pools for the rest of the day.

6.4.12 Pets Prohibited. Pets are not allowed, under any circumstances, at any time, on the pool deck or in the pools.

6.4.13 Responsibility of Owner; Suspension of Privilege of Use. Residents who use the pool and pool deck by themselves or through their guests are responsible for complying with these Rules. The Association may suspend the privilege of Residents who violate these Rules to use the pools, pool deck and other Special Common Elements, and their guests who violate these Rules will be barred from further use of the pools. A responsible Resident may also be fined, and will be charged for the expense of repairs or replacements of pool equipment or other property damage.

Section 6.5—Fitness Room.

6.5.1. Use of Fitness Room. The fitness room is equipped with exercise equipment owned by the Association and made available for the health and benefit of Residents. **The exercise equipment is dangerous and may cause injuries if not used as intended according to the manufacturer's instructions. The Association does not supervise use of the fitness room, and all persons who use these facilities do so at their own risk and assume the liabilities of their use that could result in injuries.** The room may be used without charge by Residents. The room is directly accessible from the first floor hallway by use of the designated common area key. Residents may use the equipment on a non-exclusive basis, subject to availability of equipment, at any time between 6:00 a.m. and 10:00 p.m.. Users must take special care not to create excessive noise, whether by use of the equipment, television set, music, or otherwise, that would reasonably disturb a person in adjacent Units. Users are encouraged to use headphones or mute the television and use closed captions.

6.5.2 Fitness Equipment. No one shall move their personal fitness equipment or other personal property into the room, nor remove any items of equipment or personal property from the room.

6.5.3 Cleaning and Replacement of Equipment. After use of any equipment, it must be wiped dry and clean, and all pieces of equipment must be returned to their proper storage place. If no one else is in the room, a user must turn off the television set and the lights.

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6.5.4 Limited Time of Use. During peak hours of use, and while others are waiting to use the equipment, users shall limit their time of use of each piece of equipment to no more than 20 to 30 minutes.

6.5.5 Etiquette; Attire. Users are expected to observe proper etiquette and common courtesy when using the fitness room, including refraining from distracting conversation with those who may be engrossed in their exercise regime. Users of the fitness room must wear appropriate attire, including a shirt. Cutoffs, swimming suits and open toed shoes are not permitted.

Section 6.6—Spa: Sauna and Steam Room and Massage Room.

6.6.1 Use of Spa Facility. The spa consists of a dry sauna, steam sauna, changing room, shower and massage room. Owners and Owner's Agents may use the spa without charge except that users of massage rooms are responsible for paying a masseur of their choice. The room is accessible from the first floor hallway by use of a key fob. Residents may use these facilities on a non-exclusive basis from 6:00 am to 10:00 pm, subject to availability. Users must take special care not to create excessive noise that would reasonably disturb a person in adjacent Units. Use of these facilities is not supervised by the Association and all persons using the facilities do so entirely at their own risk.

6.6.2 Sanitation and Safety. Users must follow all commonly recognized rules of sanitation and safety at all times. Persons are not to use the spa when they are ill, have an infection of any type, or have an open wound.

6.6.3 Heat in Advance of Use; Pets Prohibited. Users may not turn on the heating elements of either sauna in advance of their actual use. Pets are not allowed in the spa, under any circumstances, at any time. Users may not tamper with the equipment.

6.6.4 Water Damage in Spa. A small wooden water bucket is provided for applying small amounts of water to the coals in the dry sauna. The bucket may not be removed from the room or replaced, and large amounts of water may not be poured onto the coals. Excess amounts of water damage the walls and floors, including the walls in the hallway outside the spa. Residents are responsible for violations of this policy by themselves and their guests. Residents who violate these Rules will be charged for the costs of repair and replacement; they may be fined; and the Residents' privilege to use the spa may be suspended, together with other privileges.

6.6.5 Attire for Spa. Users of the spa must wear proper attire, consisting of street clothes or a swimming suit with a cover-up or robe, when going to and from the spa, between the pools and the spa, and in all other places in the building. The spa is a public room, and modesty must be observed. A swimsuit must be worn when a person is using a sauna, and a swimsuit or other appropriate attire must be worn when a person is having a massage. Nudity is not permitted anywhere in the spa except in the shower when it is being used. Users of the spa must thoroughly dry themselves and don a cover-up, robe or street clothes before leaving the spa.

6.6.6 Glass; Safety. No glassware, metal containers food or drink except plastic water bottles or cups are permitted in the spa at any time. No horseplay, pushing, roughhousing or indecent activities are permitted at any time. **No Association representative is available to supervise use of the spa facilities, and all persons who use them do so at their own risk and assume the liabilities of their use that are inherent in such facilities. The Association has no responsibility for injuries and accidents that may occur through use of these facilities.**

6.6.7 Reservation of Massage Room. The massage room may be reserved for use up to thirty days in advance, subject to prior reservation, through the management office. The user must select, schedule, provide access to, and pay a masseur of their choice. The user must leave the massage room in clean and satisfactory condition after each use.

6.6.8 Resident's Responsibilities; Personal Property. After use of any of the spa facilities, the applicable Resident is responsible for leaving the premises clean and all items of personal property removed. The Association has no responsibility for loss of or damage to those items. Contracted Employees of the Association will discard and dispose of any items of personal property left in the spa, and neither the Association nor the Contracted Employees

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shall be responsible for such losses. Users must turn off the sauna heating elements, other equipment, and all lights in the spa when the facility is not in use and the rooms are vacated

ARTICLE 7 - Leasing of Units

Section 7.1—Leases; Tenants.

7.1.1 Leasing as a Privilege. The Declaration provides the Association the authority and right to control the use and occupancy of Units, and no Unit may be used by or rented to non-owners without prior consent of the Association. If the Association allows an Owner to lease their Unit, the tenant will acquire the Owner's privilege to use the assigned parking spaces and the Special Common Elements, and the Owner relinquishes those privileges during the term of the lease. If the Association allows a lease, it will be a privilege and not a right of the Owner, and the Unit may only be used or rented to non-Owners on the following terms.

7.1.2 Written Lease. No Owner of a Unit shall allow the use of their Unit without charge by persons other than immediate family members, and Owners may not rent their Unit, without first executing a written lease with the tenant and submitting the signed lease to the management office of the Association for consideration for approval. The lease will not be approved or allowed unless the following conditions of this Rule are met:

7.1.3 Limit on Number of Leases. No more than 28 Units may be leased at any time. When that number is reached, an Owner may request being included on the Association's waiting list of Owners who wish to lease their Units. Those Owners will be granted approval for a lease that meets the other requirements of this Rule in the order of priority that they were added to the waiting list and comply with all requirements.

Section 7.2—Terms of Written Lease. The written lease must contain, at a minimum, the following provisions:

7.2.1 Six Months Minimum. The lease term must be at least six months.

7.2.2 Vehicle Registration. The tenant's vehicle or vehicles must be registered with the Association, and the tenant must comply with all the Rules, including those pertaining to vehicles, pets and noise.

7.2.3 Required Acknowledgement. The Association has no responsibility for the terms of any lease or the relations between the leasing Owner and the tenant. For any lease to be approved by the Association, it must file a statement with the Association, signed by both the Owner and the tenant or tenants, with the following provisions, stated in substantially the following language:

The Tenant and Owner acknowledge having received and read the Rules, Declaration, Bylaws, and policies of the Association, and Tenant and Owner agree they must each comply with those provisions. Owner and Tenant acknowledge and agree with each other and Portico Homeowners Association that this lease is subject to the recorded Declaration of Portico Condominiums, and the Rules and Regulations of the Association, Bylaws and policies of the Association. Owner and Tenant further agree with each other that a violation by Tenant of the terms of the Declaration, Rules and Regulations, Bylaws and policies of the Association adopted by it from time to time shall authorize the Association to terminate this lease upon giving its written notice of termination, without liability of the Association to Tenant or Owner, or of Owner to Tenant. Owner will evict the Tenant within ten days from the date of a notice of termination given by the Association. The Association shall have no responsibility to the Owner to collect charges from the Tenant for gas or other utilities used in the Unit, or penalties or late fees assessed to the Unit for actions of the Tenant, or for the terms of the lease, and Owner shall remain responsible to the Association for payment of all such charges.

Section 7.3—Renewal of Authorization to Lease.

Consent by the Association to an Owner's lease terminates with the expiration of each lease unless the Owner submits a written application to the Association's Contracted Manager between 90 and 60 days prior to the

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expiration date to enter into another lease of the Unit. The Association may deny the privilege of another lease if the Rules, including but not limited to the terms of the Rules on leasing, have been abused or disregarded by the tenant or Owner in the past. Further, if the Owner does not submit another bona fide written lease for the rental of the Unit to the Contracted Manager within 60 days after the expiration of the prior lease, the Owner's application will be placed at the end of any waiting list kept by the Association and the Owner must reapply in the future on the terms of this Rule.

Section 7.4—Moving and Deliveries.

Tenants must comply with the Rules relating to moving their household furnishings and furniture, and the delivery of additional furniture and equipment, including the payment in advance of moving fees.

Section 7.5—Rental Management.

Owners may not expect the Contracted Manager of the Association to serve as the rental manager or caretaker of their Unit. It is the Owner's responsibility to educate the tenant about the Unit's systems and appliances, including among others, keys and access devices, garage, lockers, circuit breakers, thermostats, air conditioners, hot water heaters, leaks of water, sealing of outside water closets, and heating of water pipes subject to freezing and bursting. An Owner who leases their unit retains the responsibility for maintaining all these systems. Owners must provide a tenant the current emergency number listings of the Association, inform them of the assigned parking space or spaces, provide access keys and fobs to them and collect those access control devices from the tenant upon termination of the tenancy. Owners must assure that the tenant's name and address is provided to the utility providing electricity to the Unit or that utility will disconnect electrical service if the electrical bill is not paid.

Section 7.6—Responsibility for Tenant's Conduct.

Owners are responsible for the conduct of their tenants. Tenant's use of certain amenities may be denied if they violate the Rules pertaining to that amenity or others. Owners in violation of the requirements of the Association regarding rental of Units may be denied authorization to lease in the future.

ARTICLE 8 - Parking and Responsibilities for Vehicles

Section 8.1—Introduction to Parking and Vehicle Rules.

The introduction in this Article to the Rules on vehicles and parking is a summary of those Rules. Subject to the following definitive Rules in this Article, which supersede this summary and contain the complete and controlling provisions, the parking rules for vehicles at Portico are summarized as follows:

- All motor vehicles, including motorcycles, motorized scooters, motor carts, and wheeled boats and trailers as well as bicycles (all collectively called Vehicles) are subject to these Rules.
- Owners may only park in their assigned spaces in the garage, as provided in the Declaration. See Rule 8.6.1.
- Owners and tenants must register their vehicles with the management office. See Rule 8.3.
- All parking in the Covered Guest Parking Spaces is subject to availability of a space. See Rule 8.6.3(a). These spaces are reserved for short-term day and overnight use only by bona fide guests who are not occupants of Portico on a regular basis. Bona fide guests may park a vehicle in a covered guest parking space for no more than three days and two nights in any 30 day period. See Rule 8.6.3.
- Owners, tenants, and their employees, contractors and other agents may not park in the Covered Guest Parking Spaces at any time (see Rule 8.5), except in unusual and extenuating circumstances for which the Manager gives special permission. See Rule 8.6.5.

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- Occupants of the guest suite may park a vehicle in a reserved space in the garage without additional payment. See Rule 8.6.2.
- The turning circle is a no-parking area and is restricted to loading and unloading and, use by emergency vehicles only. No parking is permitted there at any time. See Rule 8.5.
- Any vehicle parked at Portico in violation of these rules is subject to being towed, without notice, at the vehicle owner's expense. See Rule 8.12
- Owners are responsible for parking violations and damages caused by their tenants, guests and agents. See Rule 8.15.

Section 8.2—Parking at Portico.

Only Owners and Owner's Agents are permitted to park Vehicles in or on the premises of Portico, and only in the authorized parking spaces subsequently described in these Rules, and only in accordance with them.

Section 8.3—Registration of Vehicles.

All Vehicles must be registered with the management office by the owner of the Vehicle before they may be parked on a permanent or regular basis at Portico. Registration must be made on the Association's registration form. The owner or user of the Vehicle must update the registration information to keep it current with changes of Vehicle and the other related information. The registration information must include the name of the owner of the Vehicle; the name and Unit number of the Owner or tenant who, or whose Owner's Agents, intends to use the Owner's assigned parking space or spaces; the Vehicle make and model, year, license plate number and color; and the telephone numbers of all involved persons. If the Association provides an identification decal or special parking permit for a Vehicle, the decal must be adhered to, or the permit must be placed on, the windshield or the front of the registered Vehicle, in a location specified by the Association.

Section 8.4—Authorized Parking Spaces.

The authorized parking spaces of Portico are identified as follows, and may be used for parking on the terms provided in these Rules:

8.4.1. Garage Parking Spaces: The numbered parking spaces in the garage that have been assigned by a deed or certificate recorded in the real property records of the City and County of Denver as being attached to a specified Unit for exclusive use with that Unit for the parking of Vehicles.

8.4.2 Garage Handicap Spaces. The numbered parking spaces in the garage and the adjoining vehicle access areas that are marked as handicap parking spaces on the Map recorded in the real property records of the City and County of Denver.

8.4.3 Covered Guest Parking Spaces. The nine spaces numbered 1 to 7 and 10 and 11 under the northwest wing of the Portico building.

8.4.4 Covered Handicap Spaces. The two spaces numbered 8 and 9 under the northwest wing of the Portico building.

8.4.5 Association Parking Spaces. The numbered spaces in the garage that have been identified in a certificate signed by the Association that is recorded in the real property records of the City and County of Denver as subject to the sole control of the Association.

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Section 8.5—Unauthorized Parking Areas.

No areas of Portico, other than the authorized parking spaces, shall be used for parking Vehicles. This includes the sidewalks, lawns, driveways, covered parking area, garage ramp, garage alleys, building hallways, and all other parts of the Common Elements. The circular entry drive at the front entrance to the Portico building is a no-parking area and is restricted, for reasons of health and safety, to loading and unloading purposes only, and to use by emergency Vehicles such as ambulances, police cars, and fire trucks. Owners, employees, contractors and other agents of Owners and Owner's tenants may not park Vehicles in the Covered Guest Parking Spaces.

Section 8.6—Authorized Users of Parking Spaces.

8.6.1 Owners. An Owner, or if the Owner's Unit is rented, the Owner's tenant, may park only in the garage and only in the garage parking spaces assigned to that Owner's exclusive use as attached to the Owner's Unit, or in other garage parking spaces rented or licensed to them by the Owner authorized to exclusive use of the space, or that are licensed by the Association to them. An Owner or tenant may not use guest parking spaces or handicapped parking spaces; except an Owner may use a garage handicap space for a vehicle displaying a valid handicap permit or license plate, if use of it has been assigned to the Owner by the Association, but only for a handicapped Owner or the Owner's handicapped tenant or handicapped guests and for the length of time specified by the Association.

8.6.2 Guest Suite Guests. Owners who rent and pay the Association for use of the Guest Suite may allow their guest who is using the Guest Suite to park a Vehicle in a parking space controlled by the Association in the garage during the period of the rental. This use shall be subject to availability and the terms and conditions specified by the Association. The Association will issue a garage access card, building access fob and parking permit to the Owner for use by the guest.

8.6.3 Short-Term, Bona Fide Guests. The Covered Guest Parking Spaces are reserved for day and overnight use only by bona fide guests who are not occupants of Portico on a regular basis. The following limitations and provisions apply:

(a) All use of covered guest parking is subject to availability of a space not already in use.

(b) A Vehicle of a bona fide guest who is not an occupant of Portico on a regular basis may be parked in a covered guest parking space for no more than a total of three days and two nights, and whether or not consecutively, in any 30-day period. This includes parking by handicapped guests, who display a valid handicap permit or license plate, in handicap spaces in the covered guest parking area.

8.6.4 Other Parking by Special Permit. The Association authorizes the Contracted Manager to exercise discretion, in unusual and extenuating circumstances, to issue special parking permits not otherwise authorized by these Rules.

Section 8.7—Rental of Garage Parking Spaces.

Owners may rent or license the use of their assigned garage parking spaces, but only to a current Owner or Owner's tenant. These arrangements will be private contracts between the Owner and the renter or licensee of the space, and the Association will not be responsible for enforcing any part of such private contract. Notwithstanding a rental or license of a space, the Owner will be directly responsible to the Association for use of the Owner's assigned parking space by a renter or licensee as specified by these Rules and the Declaration. The Association, in its sole discretion, may license the use of Association Parking Spaces on terms satisfactory to it.

Section 8.8—Placement of Vehicle within Space.

In order to allow Owners of adjoining parking spaces to utilize their parking spaces, Vehicles must be located in the center of the authorized space, leaving at least six inches of space on either side, and may not encroach past the front end of the parking space into an adjoining parking space or extend unreasonably past the back of the space. No other

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Vehicle or personal property may be parked or stored at any time within the lines of the assigned parking space next to a Vehicle,

Section 8.9—Personal Property.

Parking spaces shall not be used for storing personal property of any kind. Bicycles, vehicle tires, and other personal property may only be stored in the storage areas in the garage designated by the Association, if any, for these purposes, on terms established by the Association.

Section 8.10—Repairs Prohibited.

No repairs or maintenance of Vehicles shall be made in the garage or other part of Portico unless they are conducted within the confines of an assigned parking space and are completed by 4:00 p.m. of a single day.

Section 8.11—Oil Spills.

Each Owner is responsible for keeping the garage space assigned to that Owner clean of debris and oil spills. If a Vehicle regularly leaks oil onto the garage floor, a rug or other absorbent material must be placed under the Vehicle to absorb the oil and protect the garage floor. If an Owner does not comply, the Association may place protective matter in the parking space at the Owner's expense.

Section 8.12—Towing of Vehicles.

Any Vehicle parked in or on the premises of Portico in violation of any one or more of these provisions, or which is unlicensed, abandoned, inoperable, or continually sounding its alarm, or which is otherwise a public nuisance or danger, or which bears no current registration decal or special parking permit issued by the Association, is subject to towing, at the owner's expense. The Association shall have no responsibility to the Owner of an improperly parked Vehicle or to provide notice to the Vehicle owner, an Owner of a Unit, an Owner's Agent or anyone else, before towing, or for the towing fee, damage to the Vehicle or other property or persons, towing charges, fees required by a towing company for redemption of a Vehicle, or other damages of any type. If a Vehicle is parked in violation of one or more of these Rules, the Association may have the Vehicle towed, without notice or prior warning. Failure of the Association to strictly enforce any one or more of these requirements or other provisions at any time or from time to time shall not be a waiver of its rights to do so without notice in the future.

Section 8.13—Vehicle Speed.

While within the premises of Portico, a driver of a Vehicle must drive carefully, at SLOW SPEEDS, to avoid the danger of striking pedestrians, other Vehicles or the walls, garage doors and other parts of the Common Elements of Portico.

Section 8.14—Right of-Way.

Vehicles exiting the parking garage must stop at the garage door to give the right of way to Vehicles entering the garage. After a Vehicle has exited the garage door and is traveling up the garage ramp, it has the right of way, and Vehicles driving down the garage ramp must stop and pull to the side to yield the right of way. Drivers of Vehicles exiting the covered parking spaces are encouraged to exit the turning circle on the right so as to minimize the inconvenience of drivers of Vehicles, or potential collisions with Vehicles entering into Portico. Owners should always stop and use mirrors to verify the driveway is empty before proceeding into the driveway.

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Section 8.15—Responsibility of an Owner.

An Owner shall be responsible for any and all Vehicles that are parked in the Owner's assigned parking space or spaces, as well as for compliance with these Rules by the Owner or the Owner's Agents who have Vehicles within Portico. These responsibilities include registering a Vehicle; displaying a registration decal or special parking permit provided by the Association, if required; the actions of the owner and driver of the Vehicle; any towing charges; and compliance with these Rules and the provisions of the Declaration pertaining to Vehicles and parking at Portico. Owners and Owner's Agents assume and bear full responsibility for losses and damages to their Vehicles and their contents anywhere within Portico, including losses and damages caused by fire, theft, vandalism, collision, and other incidents. The Association shall have no responsibility for such losses or damages, and does not insure against them.

Section 8.16—Damages.

Owner's shall be responsible for any expenses and damages to others caused by their Vehicles or the Vehicles of their Owner's Agents, including repairs of Vehicles, damages to personal property of the Association and others, damages to the Common Elements, and personal injuries to persons. Any such damages to the Association, if not promptly paid by the Owner when the next monthly assessment is due, will be an assessment against the Unit of the responsible Owner and collectible as a lien against the Owner's Unit.

ARTICLE 9 - Noise

Section 9.1—Limitation of Noise.

Owners and Owner's Agents shall not make or allow excessive noise from any part of the Portico premises that invades the Unit of another and disturbs the occupant of a Unit or another person within the Common Elements. Noise is deemed excessive if it is audible and objectionable to a reasonable person within another Unit or on another part of the Portico premises.

Section 9.2—Prohibited Activities.

The following activities typically create unreasonably objectionable or annoying levels of noise that are excessive, and they are therefore prohibited anywhere within the Portico premises:

- Construction work, except by Association Contracted Employees, may not occur on the weekends, legal holidays, or Monday through Friday before 8:00 a.m. or after 5:00 p.m.
- Musical instruments, televisions sets and other devices, must be set at low volumes at all times.
- Speakers may not be attached to the walls or ceilings of Units.
- Yelling and loud voices are prohibited, speaking levels must be kept to conversational tones.
- Doors, whether entry doors, room doors, or cabinet doors, must not be slammed shut.
- Barking and persistent whining of dogs is prohibited.
- Loud voices and music and other loud noises at the pools and pool deck are prohibited.
- Any other activities that create loud or piercing noises are prohibited.

Section 9.3—Remedies for Excessive Noise.

Owners and Owner's Agents who are disturbed or annoyed by loud noises from within Portico are encouraged to speak with the person they believe, in good faith and based upon logical analysis, is responsible for the noise. By explaining the situation, the other person should be able and willing to stop the disturbance or annoyance. If necessary, the Association may call the person creating the excessive noise and the responsible Owner, or either,

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before a meeting of the Board for a review of the circumstances and the Rules and a discussion of the situation. In cases of excessive noise, the Association may fine the responsible Owner for each violation in the amounts published in the Schedule of Fines, require the Owner to cover all or a specified percentage of the wood floors of the Owner's Unit with heavy area rugs and padding, suspend the rights of the responsible Owner and Owner's Agent to exercise privileges, as provided in the Declaration, and take other steps as allowed by law.

ARTICLE 10 - Pets

Section 10.1—Certain Pets Allowed.

Dogs and cats of gentle disposition, aquarium fish, and small caged birds such as parakeets and canaries, which meet the following requirements, are the only pets that may be housed within a Unit at Portico. No animals of any kind may be bred or raised for commercial purposes. The keeping of animals prohibited by city ordinance or state law is not allowed. Exotic animals and dangerous animals of any kind are not permitted.

Section 10.2—Limitations on Dogs and Cats.

No more than one dog, two cats, or one dog and one cat may be kept in any Unit. Dogs must weigh no more than 30 pounds at maturity and be no more than 15 inches in height at maturity. Owners who purchased their Units from the developer and who, before these Rules were first effective on June 1, 2003, kept a dog within their Units that exceeds these limits of weight and height, may keep the dog in the Unit but are required to take special care that their dog does not create a nuisance of any kind or violate any other provision of these Rules. These Owners must comply with all other aspects of these Rules. If a dog that exceeds the limits of weight and height is removed from Portico for a period of six months or more, it may not be returned and kept at Portico again. Owners and Owner's Agents who kept a dog in their Unit before June 1, 2003 that exceeded the weight and height limits are not permitted to replace that dog with another dog that exceeds these limitations.

Section 10.3—Registration of Pets.

No pet may be moved into a Unit unless the Contracted Manager on behalf of the Association has first approved it and the pet has been registered with the management office on the Association's registration form, with the information required by the Association. All dogs and cats must be properly licensed and spayed or neutered.

Section 10.4—Housing of Pets.

Pets must be kept in a Unit except when taken from it by the Owner or Owner's Agent. Pets may not be allowed to roam the hallways and freely go to and from the Unit in which they are housed. Dogs that bark or whine excessively and can be heard outside their Units are not permitted. No pet shall be tied to or left unattended and without monitoring on a patio, balcony or terrace, or tied to any part of the Common Elements.

Section 10.5—Control of Pets.

In the hallways of the building and the mailroom, pets must be carried or on a leash at all time, and under the strict control of their Owners, especially in the elevators. Dogs must not be allowed to jump upon, lick or attack any person or attack any other pet. Pets are not allowed in any part of the Special Common Elements at any time, which includes the pools and pool deck, fitness room, social room, and spa facility.

Section 10.6—Pet Waste.

Owners and Owner's Agents must prevent their pets from relieving themselves in any part of the building interior, including the hallways, mailroom, offices, foyers, garage, patios, balconies and terraces, and on any part of the Common Elements, including the exterior portions of the building, sidewalks, shrubbery, landscaping and lawns. A dog station with plastic waste bags is provided at the northwest corner of the premises. In all cases, Owners and

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Owner's Agents must clean up the waste and droppings left by their pets. Waste disposal bags may not be carried into the building or placed in the trash chutes. These disposal bags may be left in the disposal container in the enclosed dog station or placed in the trash dumpsters in the fenced dumpster area next to the dog station.

Section 10.7—Pet Violations.

A violation of any one of these Rules will subject the Owner or Owner's Agent to a fine in the amounts published in the Association's Schedule of Fines. If there are more than two violations, the Association may require the Owner to permanently remove the pet from the Unit and Portico.

ARTICLE 11 - Architectural Changes

Section 11.1—Declaration Applies; No Exterior or Interior Changes.

These Rules supplement the provisions of the Declaration that apply to all architectural changes to Units. As provided in the Declaration, Owners may not make changes of any type to the exterior of any Unit or to the Common Elements without prior written approval of the Association. Unless the Executive Board has delegated authority for the review of requests for architectural changes to a committee or specified person, the Board will perform the duty and exercise the authority of the Design Review Committee that are specified in the Declaration. Owners shall not make modifications or additions to the interior of Units if doing so might adversely affect the Common Elements or other Units. See Rule 2.3.

Section 11.2—No Changes to Grounds.

No art objects, signs, landscaping, or other materials may be added to or removed from the grounds or other parts of the exterior Common Elements.

Section 11.3—No Changes to Patios, Balconies and Terraces.

No changes may be made to the patios, balconies and terraces. None of them may be enclosed. The addition of screen doors must be pre-approved with an architectural change form. The color of these Limited Common Elements may not be changed. Tile and stone floors may not be added to balconies and terraces.

Section 11.4—Doormats.

Doormats in the hallways in front of the entry doors to Units present dangers to unwary persons who use the hallways, and create obstructions to the cleaning and other care of the carpets, and are esthetically out of character with the hallways. Doormats in front of the entry doors to Units are prohibited.

Section 11.6—Doorbells.

Only doorbells that have the prior written approval of the Association may be installed to doors to individual Units. Wireless doorbells will be considered for approval. If a doorbell is approved, the button for the doorbell must be installed in the doorframe and not in the wall next to the door.

Section 11.7—Wood and Tile Flooring.

No wood or tile flooring may be installed without the prior written approval of the Association. Approval will require installation of a cork underfloor to absorb sound, and the cork must be at least one-half inch thick.

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Section 11.8—Television and Radio Services; Communications Wiring.

Cable television and satellite TV services as well as landline telephone wiring are provided through common antennas and distribution wiring installed by the Association. No satellite dishes, antennas of any type, or communications wiring may be added to the building or the grounds except as may be required by the Telecommunications Act of 1996, as amended. Owners are responsible for all other equipment and charges necessary for television, Internet and other communications and entertainment services and devices.

ARTICLE 12 - Insurance

Section 12.1—Responsibility for Insurance.

The various responsibilities of Owners and the Association for insurance are detailed in the Declaration, and are supplemented in the operating policy of the Association pertaining to insurance.

Section 12.2—Recommended Owner Insurance.

Owners are advised to maintain condominium owners insurance covering their Unit, improvements, and personal property. Such insurance must meet the requirements of Section 9.1.1 of the Declaration. Owners are also advised to maintain additional or supplemental insurance covering any additions, alterations or improvements to their Unit beyond the original specifications of the Unit as originally constructed by the Declarant.

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Item	Owner Maintains, Repairs and Replaces	Association Maintains, Repairs and Replaces	Owner Insures (Liability and/or Casualty)	**Association Required to Obtain and Maintain Insurance
UNITS				
Interior non-supporting walls and finished interior surfaces of walls, ceilings and floors, the materials including all lath, furring, wallboard, plasterboard, plaster, paneling, tiles wallpaper, paint, wall and floor tile, wood floors, carpeting and other flooring that make up those finished surfaces	X		X	

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Item	Owner Maintains, Repairs and Replaces	Association Maintains, Repairs and Replaces	Owner Insures (Liability and/or Casualty)	**Association Required to Obtain and Maintain Insurance
Doors, windows and screens	X		X *Upgrades, improvements and modifications	X *Original specifications only, excluding upgrades, improvements and modifications
All utilities located in a Unit and serving only that Unit, including but not limited to, water and waste pipes, electrical wiring, conduit, heating and air conditioning vents.	X		X *Upgrades, improvements and modifications	X *Original specifications only, excluding upgrades, improvements and modifications
Furnishings, including carpet, draperies, oven, range, refrigerator, equipment, plumbing fixtures, wall coverings, and other fixtures and items of personal property installed or otherwise belonging to an Owner within his Unit	X		X	
All mechanical, electrical and plumbing systems, lines, equipment or components serving other Units		X		X
Fire and Life Safety Systems		X		X
Water removal and cleanup from water leaks, roof leaks, sewer backups, etc.	X		X	
Public liability coverage within each Unit and on appurtenant Limited Common Elements	N/A		X	
Worker's compensation coverage within each Unit	N/A		X	

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Item	Owner Maintains, Repairs and Replaces	Association Maintains, Repairs and Replaces	Owner Insures (Liability and/or Casualty)	**Association Required to Obtain and Maintain Insurance
LIMITED COMMON ELEMENTS	The Association may assess expenses for maintaining, repairing, replacing or improving Limited Common Elements to the Unit(s) to which such Limited Common Elements are allocated pursuant to Sections 8.2 and 8.6 of the Declaration.			
Porch, patio, or terrace	X (Surfaces, upgrades, improvements and modifications)	X (Except surfaces, upgrades, improvements and modifications)	X *Upgrades, improvements and modifications	X *Original specifications only, excluding upgrades, improvements and modifications
Utility service lines, equipment or fixtures serving only one Unit and located outside the Unit		X		X
Chutes, flues, ducts, wires, conduits, serving only one Unit		X		X
Parking Spaces	X (Surfaces only)	X (Excluding surfaces)		X
Storage Units		X	X (Contents only)	X (Except contents)
GENERAL COMMON ELEMENTS				
All areas and items identified in the Declaration and on the Map as General Common Elements		X		X
Structural and mechanical components serving all Units		X		X
All portions of and areas within the project that are not part of Units or Limited Common Elements		X		X

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- * Upgrades, improvements and modifications include any betterments and additions to the Condominium Unit installed by an Owner other than the Declarant, and personal property furnished or installed by an Owner.

**** RESPONSIBILITY FOR PAYMENT OF DEDUCTIBLE AMOUNT**

Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be as follows:

1. The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Elements unless the damage is caused by the negligent or willful act or omission of an Owner, his/her/their family, guests, or invitees, in which case the Association shall seek reimbursement of the deductible amount in compliance with and under the terms of the Declaration.
2. Any loss falling within the deductible portion of the Association policies to property for which Owners have repair and maintenance responsibility shall be paid or absorbed by the Owners of the Units involved in the same proportion as each Owner's claim bears to the total amount of insurance proceeds paid for the occurrence.

Section 12.3—Owner Insurance.

Because Owners are responsible for their actions and inactions, and those of their Owner's Agents, that cause damage to the Common Elements, other Units, and individual persons on the Portico premises, and because Owners are personally liable for any deficiency in a resulting insurance loss recovery, it is recommended that Owners maintain condominium owners insurance insuring their liability to the Association, other Owners and other persons on the Portico premises. It is recommended that this general liability coverage cover an Owner's liability for damages to property of others as well as bodily injuries and wrongful death of other persons. It is recommended that the insurance include property coverage of at least \$100,000 for any one incident and liability coverage for personal injury and wrongful death of at least \$1,000,000 for any one incident.

ARTICLE 13 - Contracted Manager Responsibilities; Association Services; Contracted Employees; Mediation

Section 13.1—Contracted Manager Responsibility and Authority.

The Contracted Manager hired by the Association reports to the Executive Board, and between meetings of the Board, to the President of the Association, as provided in the Bylaws. In addition to carrying out the directives of the Executive Board in accordance with the Board's general policies, the Contracted Manager is responsible for carrying out the legal requirements of the Association specified in the Rules, Declaration, Bylaws and state law. The Contracted Manager, in cooperation with the Board and other Owners, is also responsible for obtaining compliance by Owner's and Owner's Agents with these Rules, the Declaration, Bylaws and state law, including the initial reporting of potential infractions, fines and their collection, and the recommendation of other appropriate actions by the Board to mediate or otherwise encourage compliance. The Contracted Manager does not keep the office open on weekends and holidays. Contracted Employees of the Association are only on duty during the hours scheduled by the Association and the Contracted Manager.

Section 13.2—Responsibility of Contracted Employees.

The Contracted Employees of the Association work for the Association and report to the Contracted Manager in accordance with the general policies and directives of the Executive Board. They owe duties of loyalty to the Owners but do not work for or take directions from any individual Owner or Owner's Agent. No person other than

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the Contracted Manager of the Association is authorized to direct other Contracted Employees in the conduct of their work.

Section 13.3—Association Services; Personal Services.

Owners may request that the Association provide the services of its Contracted Employees to perform certain types of short-term tasks on their Units. A request may be initiated through the Contracted Manager by submission of a written work order by Owners who are not in violation of the Rules and whose accounts with the Association are paid and who otherwise is in good standing with the Association. Whether the Association provides the requested service is at the discretion of the Contracted Manager, depending upon the workload of the staff, the suitability of the skills of the staff for the work, and the risk and potential liability associated with the type of work. If the Association elects, in its sole discretion, to provide the requested services, the Association will charge for the work and any materials provided. The Association specifies charges by the task or the hour. The Association does not guarantee the work and materials it might elect to provide to an Owner, and the Owner assumes all risk and liability as provided in Rule 3.3. The Association does not provide concierge services, and Owner and Owner's Agent shall not ask for or demand personal services or special favors of the Association or its Contracted Employees.

Section 13.4—Laundry and Deliver of Packages.

Couriers and service providers may deliver packages of laundry and small items of personal property to Owners and Owner's Agents at their Units daily, except on legal holidays, from 8:00 a.m. to 5:00 p.m. Owners should be present to receive and sign for their shipments, and Contracted Employees of the Association are not allowed to accept responsibility for packages to be delivered to an Owner. Owners and Owner's Agents must assure that the delivery address is accurate and includes the Owner's Unit number. If the Owner is not present when a delivery is attempted, and a Contracted Employee of the Association is present in the management office, the Contracted Employee will admit recognized delivery services at the front entry of the building with instructions to leave the package at the front door of the Unit. If the delivery service requires a signature for a delivery when the Owner is not present, and if a Contracted Employee is present at the time in the management office, the Contracted Employee may, in special circumstances, sign the receipt and store the item in the office until the Owner comes for it. This is a privilege that shall not be deemed to create a bailment or other legal responsibility of the Association for the item delivered. Signing for a package is a privilege that the Association may withhold from those who have created disruptions in the Association's work by making unwarranted or excessive demands for deliveries or other personal services that the Association does not provide to all Owners. Packages that the Association does receive at the management office can be retrieved from there by the addressee only when the office is open. The Owner retains all responsibility for safe receipt of their shipments, and the Association shall have no liability for deliveries or their timely receipt. It is the responsibility of the addressee to claim packages, and the Association and its Contracted Employees have no responsibility for their delivery.

Section 13.5—Conduct Toward Other Residents and Contracted Employees.

The Association endeavors to provide a high-quality condominium lifestyle for residents, in a harmonious atmosphere. Owners and Owner's Agents must at all times treat other residents and Association Contracted Employees with respect, courtesy and dignity, and must not direct, instruct, belittle, threaten, intimidate, assault, harass or exhibit any other type of abusive or disruptive behavior toward other residents, the Contracted Manager or other Contracted Employees of the Association, regardless of the circumstances. The prohibited activity includes, among other actions, directing profanity, curses, or angry outbursts at others, either in person, by telephone, in writing, or by any other form of communication; making telephone calls to Contracted Employees after work hours except for bona fide emergencies as to which they might reasonably be expected to be able to offer or provide assistance; cajoling Contracted Employees for special favors not provided by the Association to all Owners. In the event of disturbances of the peace or dangerous situations created by any person within a Unit or on the Common Elements, the police and not another resident or a Contracted Employee should be called for assistance.

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Section 13.6—Owner Dissatisfaction.

If an Owner or Owner's Agent believes another resident or a Contracted Employee is not adhering to the Rules, directives and policies of the Association, as articulated by the Board, and that no other reasonable resolution is available, the proper recourse is to file a complaint in writing with the Executive Board, addressed to the Board and delivered at the management office. The Board will investigate the situation and may take action it deems appropriate which may include mediation, to alleviate reasonable concerns to the extent practical.

Section 13.7—Board Review.

The Board may call Owners and Owner's Agents who might be in violation of these Rules of conduct to a meeting of the Board for a review with them of conduct that may not be in compliance with the Rules and policies of the Association or the law. The Board will carefully consider the views and position of the Owner or Owner's Agent and attempt to resolve disputes between residents and reasonable complaints about Association services. In order to protect the interests of all Owners in the ability of the Association to maintain legal and reasonable working conditions for one or more Contracted Employees, the Board may take appropriate action to stop abusive behavior toward Contracted Employees. As articulated in the Declaration, Bylaws, and policies of the Association, the remedial actions may include suspension of privileges of an Owner or Owner's Agent who may be in violation of these Rules, the policies or the law; fines; injunctions issued by a court of law on behalf of the Association; and other appropriate actions authorized by law.

ARTICLE 14 - Non-Conforming Uses; Variances; Dangerous Situations

Section 14.1—Non-Conforming Uses.

The Association may determine, in unusual and extenuating circumstances, that certain limited uses that do not meet the requirements of these Rules but which existed or were in place at the date a Rule prohibiting the non-conforming use was first adopted, and which cannot be brought into compliance without large expense, extreme hardship or unusually difficult actions, may be continued, subject to the provisions of this Rule. These uses are hereby deemed to be non-conforming uses. Examples are window awnings and umbrellas that do not conform strictly to the single color of materials allowed by the Rules. No non-conforming use may be expanded, replaced, improved, added to, or its normal lifetime extended. If the non-conforming use, object or improvement is destroyed or must be replaced or rebuilt, the non-conforming use may not be replaced or rebuilt, and substitutions must comply with the Rules then in effect.

Section 14.2—Variances.

In unusual situations in which strict enforcement of a Rule would cause severe and unavoidable hardship to an Owner, the Board may grant written permission to the Owner for a variance from the strict application of the Rule. No variance shall be deemed a waiver of the Rule or stop the Association from enforcing the Rule in any other or repeated circumstances, or be binding against the Association or any Owner who seeks to enforce the Rule against the Owner or any other Owner or Owner's Agents in any other circumstance. No prior waiver, approval, determination or interpretation by the Association of any applicable provisions in these documents shall be binding upon or be deemed to be a waiver of or bar to the later enforcement of the provision. The Association's acceptance of a partial payment of an assessment or fine shall not be deemed to be a settlement, an accord and satisfaction, or a waiver of the right to collect the entire amount due.

Section 14.3—Danger to Health, Safety or Welfare.

The fire department or police should be called in situations that present an imminent threat to health or safety to persons at Portico or the property. The police may be called in the event of a public nuisance. If the Executive Board determines that any omission or action by an Owner or Owner's Agent has or could endanger the health, safety or welfare of any person or could result in substantial damage to any Unit or portion of the Common Elements, the

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Board may suspend all or any portion of these Rules or procedures for their enforcement and take all actions permitted by the Declaration or state law to remedy the situation on such basis as the Board deems appropriate.

ARTICLE 15 - Enforcement of Rules and Regulations

These Rules may be enforced by the Association as provided in the laws of the state of Colorado and the Declaration, Rules, Bylaws, and policies of the Association. Fines may be assessed at the rates provided in the Association's Schedule of Fines. Fines are subject to collection as part of the assessment against the responsible Owner's Unit.

ARTICLE 16 - Certification of Adoption

The undersigned officers, designated by the Executive Board to execute these Rules and Regulations, hereby certify that they have been duly adopted by action of the Executive Board as of February 18, 2019 and are now in effect as the Rules and Regulations of Portico Homeowners Association.

Lynn Neuhaus, President

 2/25/19

Rules & Regulations