

TOPAZ AT THE MALL CONDOMINIUM ASSOCIATION**RULES AND REGULATIONS**

Pursuant to Article VI, Section 5 of the Condominium Declaration for Topaz at the Mall I Condominium, the Board of Directors ("Board") of TOPAZ AT THE MALL I CONDOMINIUM ASSOCIATION, INC. ("Association"), hereby adopts these Rules and Regulations, effective November 15, 2009, in order to promote the pleasure, safety and comfort of the members and residents of Topaz at the Mall. It is the intention of the Board that the Rules and Regulations will (i) enhance livability for all residents; (ii) prevent conduct or conditions which adversely affect the health, safety or quiet enjoyment of any resident and (iii) prevent conduct or conditions which may endanger the Common Elements or property of any Owner or resident.

LEASING OF UNITS

1. No Unit shall be occupied or leased except under the terms and conditions set forth in the Declaration and these Rules and Regulations. Each Unit shall be occupied and used by Owners, their guests, occupants or tenants for residential purposes only. No lease may be for less than the entire Unit. Baby sitting is expressly prohibited.
2. Owners shall be responsible for the actions and/or violations of their guests and tenants and the tenant's guests. Owners shall provide a copy of the Declarations, Bylaws and Rules and Regulations to each tenant.
3. Each owner is encouraged to conduct full background checks, including credit and criminal reports, for each applicant. All leases must be in writing, for a term of not less than one (1) year and must be signed by all occupants over the age of eighteen (18).
Occupancy limit per unit size: One Bedroom - no more than two (2) persons; Two Bedroom - no more than four (4) persons.
4. Every lease must include tenant's acknowledgement that the use of illegal drugs, including marijuana, shall result in a fine for the unit owner, and a covenant by the tenant providing that failure by the tenant or the tenant's guests to comply with the terms of the Lease, the Declarations, Bylaws and Rules and Regulations shall constitute a default by tenant under the lease.
5. All pets must be registered with the managing agent and may not exceed 35 pounds in weight. Information to be supplied in writing during the first month of occupancy and whenever any of this information changes will include:
 - Pet Owners name,
 - Unit address and number,
 - Animal type and weight (dog, cat, etc.)
 - Animal breed (Labrador, Siamese, etc.)
 - Current rabies tag number
 - Veterinarian name,
 - Pet photo
 - Phone number to contact if pet is found.
6. Each Owner who leases his unit shall provide the Association a copy of the current lease and tenant information including names of all occupants, vehicle descriptions including license plate numbers, current phone number of tenant and any other information reasonably requested by the Association or its agents. The lease and information shall be provided to the Association within five (5) days of the date the lease is executed.
7. All Owners who reside at a place other than the Unit shall provide the Association an address and phone number(s) where the Owner can be reached in case of emergency or other Association business. It is the sole responsibility of the Owner to keep this information current.
9. An Owner shall evict any tenant who has committed two (2) violations of any of the provisions of the Declarations or Rules and Regulations within one (1) six (6) month period, including any violation of the City of Aurora Noise Ordinance and/or any violation of the dog excrement ordinance. Notwithstanding this provision, and Owner shall immediately evict any tenant who commits, or whose guests commits, any act, or series of acts, which endangers the life of any person, or who willfully and substantially endangers the Common Elements or other property pursuant to the provisions of Colorado Revised Statute 13-40-107.5.
10. Notice of violation may be sent to the tenant in addition to the Owner of the Unit. The owner will be held solely Responsible for all fines incurred for violations by their tenants.

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USE OF COMMON ELEMENTS

For the purpose of these rules, "Common Elements" are all greenbelts (including landscaping), fences, parking areas, streets and other applicable Common Elements as described in the Declarations for Topaz at the Mall I. The Common Elements shall be used only for the purpose for which they were intended.

All items including vehicles (i.e. bicycles, tricycles, scooters, skateboards and all motorized vehicles) are prohibited on the lawn, as are games or other activities that may cause damage to the turf.

Personal belongings shall not be left or stored in the Common Elements.

Any person stealing or causing damage or destruction to any of the Common Elements or to any Association equipment will be held personally liable for the cost of repairs, restoration or replacement.

No open alcoholic beverages will be allowed inside or outside the Common Elements.

Shopping carts are not to be left on Topaz at the Mall I property but should be returned to the correct merchant.

Garage sales are expressly prohibited.

BALCONIES AND PATIOS

Balconies are considered to be "Limited Common Elements". No person shall paint or in any manner alter or modify a balcony or patio.

Storage of any items other than firewood, patio furniture and two (2) hanging baskets is strictly prohibited. Expressly prohibited are trash, hazardous materials, flammable liquids, bottles and cans, cardboard boxes, construction materials, kitchen or laundry appliances, clothing and laundry, cleaning utensils and automobile parts.

All balconies and patios will be kept clean and neat at all times.

SATELLITE DISHES

This regulation was written from the FCC Fact Sheet and its corresponding rulings on placement of antennas. The rule cited as 47 C.F.R. Section 1.4000 was put into effect October 14, 1996. It prohibits restrictions that impair the installation, maintenance, or use of antennas used to receive video programming. This ruling covers dishes that are less than 39.37 inches in diameter, MMDS (wireless cable), and antennas designed to receive local television signals. This ruling also covers antennas used to receive and send Internet signals but the ruling does not include AM/FM, Ham, CB and DARS signals. The rule prohibits most restrictions that (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; (3) preclude reception of an acceptable quality signal. The Association is not obligated to provide a place for you to install antenna if you do not have an exclusive use area. The FCC ruling also allows community Associations to enforce restrictions that do not impair the installation, maintenance or use. The residents of Topaz at the Mall II are welcome to enjoy the benefits of satellite dish programming, but the Board of Directors requires the control of the appearance as this may affect property values and general moral of the community. The spirit of the following restrictions is to maintain the aesthetic appearance of Topaz at the Mall II. All satellite dishes will need approval from the Board of Directors prior to installation.

TRASH AND REFUSE

All garbage cans, trash bags, trash and other refuse items shall be kept within the unit until disposed of in the dumpster container.

No trash or refuse shall be allowed to be stored or accumulate on decks, patios, or in the Common Elements.

No trash or refuse items shall be left outside the dumpster receptacle areas.

All trash and refuse items must be carried into the dumpster area, and then deposited in the dumpster container.

Trash and refuse items must never be thrown over the dumpster enclosure fence.

Trash and refuse items must never be left on the floor of the dumpster enclosure.

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VEHICLES

The configuration of Topaz I provides for only one (1) vehicle per unit.

There shall be no parking where indicated by "No Parking" signs and/or yellow markings on any street or curb inside the complex.

Derelict or abandoned vehicles are not permitted in Topaz I. Any Board Member or agent shall have the authority to notify the appropriate governmental authorities and/or have the vehicle ticketed and towed away at the owner's expense.

Derelict or Abandoned are defined as follows: Not in running condition, flat tire, expired license plates, no license plates visible, parts of running gear removed, any vehicle which would not be allowed on city streets, any vehicle which has not moved under its own propulsion for a period of two weeks or longer, any vehicle leaking fluids onto the roadway.

No commercial vehicles, boats, trailers or unlicensed recreational vehicles or any vehicle larger than a 250 or 3/4 ton designation are allowed in or upon any common parking area of the project.

No repair to any vehicle not owned by a resident shall be made on the premises, or if owned by a resident, that will incapacitate the vehicle for more than 12 hours.

All vehicles must be parked in spaces provided within said parking lines.

Speed limit signs, stop signs and yield signs may be erected at the Board's discretion. Failure to observe the requirements of such signs shall be deemed an infraction of these rules.

No vehicle shall be parked in such a manner as to impede or prevent ready access to any entrance or exit of any building or ingress or egress from the property at any time. Offending vehicles shall be immediately reported to the proper authorities and ticketed and/or towed immediately.

Any vehicle tagged as being inoperable or abandoned or improperly parked can and will be removed within 72 hours thereafter, with the expense of removal being borne by the owner of said vehicle.

Any vehicle found improperly parked for the second time within six (6) months shall be immediately towed without notice to the owner thereof.

ARCHITECTURAL AND APPEARANCE

"For Rent" or "For Sale" signs may only be displayed on the interior of the unit, or on the balcony, deck or patio area of the unit which is offered "For Rent" or "For Sale". Only professionally printed signs may be used. No other signs or unsightly objects shall be erected, placed or permitted on Topaz at the Mall I property, or positioned within a unit so as to be visible from the outside of the unit, without prior written approval from the Board of Directors with the exception of the American Flag.

Seasonal Decorative items may be displayed for a period not to exceed fifteen (15) days before and after the appropriate holiday. Decorations shall not be put up in such a way that penetrates or otherwise causes damage to Common Elements. Unit owners and residents shall be solely responsible for any and all damage resulting from such decorations.

Proper window coverings which are unsightly, damaged or which do not hang in the window as designed (for example, missing drapery hooks or torn or damaged window blinds), must be promptly repaired or replaced by the unit owner or resident.

Rugs, blankets, laundry, etc. may not be hung from windows, balconies, decks, patios, doors, fences or facades. In addition, such items may not be hung from trees or draped over bushes. All laundry items must be kept from view.

The unit owner or residents shall not cause or permit anything to be hung or displayed on or in window areas which is visible from the exterior of the unit except with the prior written approval of the Board of Directors. This rule shall not apply to "For Rent" and "For Sale" signs, the American Flag, and appropriate window coverings and seasonal decorations as otherwise set forth within these rules.

Except as otherwise set forth within these rules, the unit owner or residents shall not cause or permit anything to be stored, kept, hung or attached on decks, balconies, patios or exterior walls of any Topaz at the Mall I buildings, or any other Common Elements except with the prior written approval of the Board of Directors. Structural changes shall require application for and issuance of a building permit from the City of Aurora.

Structural changes or alterations shall not be made to any of the Common Elements or Limited Common Elements without the prior written approval of the Board of Directors.

Security, storm and screen doors/windows shall be installed only upon prior written approval of the Board of Directors, and an appropriate standard shall be established to apply throughout the Topaz at the Mall I complex.

Outdoor cooking devices are NOT allowed on porches, balconies, decks and patio areas.

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No items, including but not limited to motorcycles or bicycles shall be chained or tied to the Common Elements at Topaz at the Mall I.

Owners must clean dryer vents. Maintenance and repair of the dryer vents shall be the responsibility of the unit owner.

No resident shall behave in a bad, unruly or boisterous manner so as to disturb others, whether in the unit or Common Elements. The volume on all stereos, TV's, radios, etc. shall be kept at low volumes at all times.

All residents must follow the curfews imposed by Aurora Municipal Ordinance.

Owners are responsible for any damage caused by themselves, their family, tenants or guests to the building exteriors, landscaping and other Common Elements.

Any action initiated by an owner, family members, tenants or guests at Topaz at the Mall I which results in any loss or damage to any building, landscaping or other Common Elements maintained by the Association, shall cause the owner to be held liable for such damage up to the maximum allowed by Colorado law.

Soliciting, placing of fliers, handbills and signs are prohibited on any part of Topaz at the Mall I (with the exception of "For Rent" or "For Sale" signs which may be displayed inside a window).

No open container of alcoholic beverage shall be allowed on the General Common Elements of Topaz at the Mall I.

INTERIOR UTILITY MAINTENANCE

UNIT OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THE PORTION OF THE WATER SYSTEM IN THE INTERIOR OF THEIR UNIT INCLUDING ALL FAUCETS, VALVUES AND TOILET FACILITIES. THE FAILURE TO AVOID EXCESSIVE WATER USAGE FROM THE LEAKING OF ANY OF THESE ITEMS SHALL BE DEEMED A CONTINUING VIOLATION UNTIL REPAIRED RESULTING IN A FINE OF FIFTY DOLLARS (\$50.00) FOR EACH DAY OF THE VIOLATION.

MISCELLANEOUS

Failure by the Association, the Board or any person to enforce any provision of the Declaration or these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.

The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

BOARD OF DIRECTORS MEETINGS

Owners are encouraged to provide input as to any problems or for any other comment. Accordingly, the Board has adopted the following policy:

At the beginning of each meeting a time shall be set aside prior to commencement of the meeting for comments from any owners who wish to address the Board. Comments from each owner shall be limited to three (3) minutes. If a large number of owners appear to speak, the person chairing the meeting may close that portion of the meeting and direct such owners to submit their comments to the Board, in writing, through the Association Manager.

The meeting shall then be called to order and only Board Members, a representative of the Association Management and any invited guests such as contractors, city employees and the like shall be allowed to participate in the Board's discussions and deliberations.

Owners may remain and observe the meeting. Any attempted comments, interruptions or other disruptive behavior by owners or others once the meeting has been called to order shall result in the expulsion of that person from the meeting.

INSURANCE

The Association carries a master insurance policy which, in general, covers the Association's risk for liability and damages to the Common Elements and Common Areas of the Association's property. Each owner is personally responsible for damage and loss to his own personal property and for liability within his own condominium. Every owner, therefore, is strongly encouraged to carry his own insurance policy to insure his personal property and to insure against personal liability. This policy is commonly known as an "H.O.6." policy. **(Note: renters should have an "H04" policy)** This policy will cover not only personal property, upgrades and liability but will also cover the deductible portion of the

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Association's master policy. The Association's master policy deductible is \$1,000.00. When a loss occurs, the Board of Directors will determine if a claim is to be made against the master policy. Property damage usually falls into one of two categories: **1. Sudden and accidental** or **2. Normal wear and tear or neglect**. Damages resulting from **normal wear and tear or neglect** are not covered under the master policy. Damages resulting from a **sudden or accidental** incident are covered subject to the terms of the master policy. The owner of a condominium where a **sudden and accidental** loss originates will be responsible for the payment of the first \$1,000.00 of the loss so long as it is determined that the loss did not originate in a Common Element. If such deductible is not reimbursed to the Association within thirty (30) days of notice to the owner, such amount shall be considered a delinquent assessment under the Association's Declaration and will be collected in accordance with the Association's collection policy.

OBSERVED VIOLATIONS

Owners who observe suspected violations of the ordinances of the City of Aurora, state statutes and/or these rules and regulations by residents or other persons upon the premises, including suspected drug activity are encouraged to report such activities to the management company on forms provided for that purpose. All complainants' identities will be protected to the fullest extent possible. Copies of various ordinances and other documents are attached hereto as exhibit "A".

VIOLATION POLICY

Alleged violations of these Rules and Regulations or Declarations of State or Federal law shall be handled as follows:

Initial Warning Letter: If a violation is found to exist, a warning letter shall be sent to the Violator explaining the nature of the violation. The Violator will have ten (10) days from the date of the letter to comply.

Continued Violation After Initial Warning Letter: If the alleged Violator does not comply within ten (10) days of the first warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. A second letter shall then be sent to the alleged Violator, providing notice and an opportunity for a hearing, and explaining if a violation is found to exist, a fine may be imposed pursuant to this Policy. The letter shall further state the alleged Violator is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing within twenty (20) days of the date of the second violation letter.

Notice of Hearing: If a hearing is requested by an alleged Violator, the Board, the committee or other persons conducting such hearing as may be determined in the sole discretion of the Board, may serve a written note of all hearings to all parties involved at least ten (10) days prior to the hearing date.

Hearing: At the beginning of each hearing, the presiding officer shall introduce the case by describing the alleged violation and the procedure to be followed during the hearing. Each party or designated representative may, but is not required to, make an opening statement, present evidence and testimony, present witnesses, and make a closing statement. The presiding officer may also impose such other rules of conduct as may be appropriate under the given circumstances. Neither the Complainant nor the alleged Violator is required to be in attendance at the hearing. The Board shall base its decision solely on the matters set forth in the complaint, results of the investigation and such other credible evidence as may be presented at the hearing. Unless otherwise determined by the Board, all hearings shall be open to attendance by all owners. After all testimony and other evidence has been presented at a hearing, the Board shall, within a reasonable time, not to exceed ten (10) days, render its written findings and decision, and impose a fine, if applicable. A decision, either a finding for or against the owner, shall be by a majority of the Board members present at the hearing. Failure to strictly follow the hearings set for the above shall not constitute grounds for appeal of the hearing committee's decision absent a showing of denial of due process.

Failure to Timely Request Hearing: If the alleged Violator fails to request a hearing within ten (10) days of the second letter, or fails to appear at the hearing, the Board may make a decision with respect to the alleged violation based on the Complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged Violator may be assessed a fine pursuant to these policies and procedures.

Notification of Decision: The decision of the Board, committee or other persons, shall be in writing and provided to the Violator within ten (10) days of the hearing, or if no hearing is requested, within ten (10) of the final decision.

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Fine Schedule: The following fine schedule has been adopted for all recurring covenant violations:

First Violation:	Warning Letter
Second Violation (of same covenant or rule):	\$50.00
Third and subsequent violations (of same covenant or rule):	\$100.00

Third and subsequent violations may be turned over to the Association's attorney to take appropriate legal action. Any owner committing three or more violations in a six month period (whether such violations are of the same covenant or different covenant) may be immediately turned over to the Association's attorney for appropriate legal action.

Continuous Violations: Continuous violations are defined as violations of owner obligations that are uninterrupted by time. Each day of non-compliance with such violations constitutes a separate violation. *For example: the failure to remove an unapproved exterior alteration or the continuous parking in a fire lane.* If an owner is determined as having a continuous violation, in accordance with the terms of this policy, such owner may be subject to a daily fine of \$50.00 each day the violation is not corrected, following a notice and opportunity for a hearing as set forth above.

Waiver of Fines: The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, The Board may condition waiver of the entire fine, or any portion thereof, upon the Violator coming into and staying in compliance with the Articles, Declarations, Bylaws or Rules and Regulations.

Other Enforcement Means: The fine schedule and enforcement process is adopted in addition to all other enforcement means which are available to the Association through its Declarations, Bylaws, Articles of Incorporation and Colorado law. The use of this process does not preclude the Association from using any other enforcement means.

Definitions: Unless otherwise defined in this Resolution, initially capitalized or terms defined in the Declaration shall have the same meanings herein.

Supplement to Law: The provisions of this Resolution shall be in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the project

Deviations: The Board may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

Amendment: This policy may be amended from time to time by the Board of Directors.

ADOPTED this 5th day of November, 2009

BY THE BOARD:

S / Virgil Dohe

Director

S / Jeffrey Steere

Director

S / Anthony Colosimo

Director

TOPAZ AT THE MALL CONDOMINIUM ASSOCIATION**EXHIBIT "A"**

The following City of Aurora ordinances and state statutes are referenced for information purposes and apply to all residential areas.

For quick action on noise, animal complaints and alleged substantial violations residents are encouraged to call the appropriate City of Aurora Department in addition to reporting the incident to the management Company for follow up action.

Sec. 14-9. REMOVAL OF EXCREMENT. Aurora Animal Care 303 326 8288

It shall be unlawful for the owner of any dog or other animal not to immediately remove excrement deposited by such animal upon a common thoroughfare, street, sidewalk, play area, park or upon any other public property, except un-landscaped, city-owned property in its native state, or upon private property when permission of the owner or tenant of the property has not been obtained, and such is declared to be a public nuisance and a violation of this chapter. Animal excrement shall not be placed in storm sewers or street gutters, but shall be disposed of in a sanitary manner. It shall also be unlawful under this chapter to permit excessive excrement to accumulate on any property to the degree that it becomes offensive or injurious to health.

Sec. 94-107. UNNECESSARY NOISE; DISTURBING THE PEACE. Aurora Police Department 303 627 3100

Public and private places: It shall be unlawful for any person to make, continue, or cause to be made or continued any unreasonably loud or unusual noise which seriously inconveniences other persons in the area. For purposes of this section, a member of the police department is empowered to make a prima facie determination as to whether such noises constitute a public nuisance.

11.3 Household Pets. No animals, livestock, poultry or bees, of any kind, shall be raised, bred, kept or boarded in or on the Project; provided, however, that a reasonable number of dogs, cats or other household pets may be kept in any Condominium Unit, so long as they are not kept for any commercial purpose and are not kept in such number or in such manner as to create a nuisance to other Owners. The Association shall have and is hereby given, the right and authority to determine in its sole discretion that dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance to other Owners, or that an Owner is otherwise in violation of this Section 11.3, and to take such action or actions as it deems reasonably necessary to correct the same. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such Owner's pet(s).

13-40-107.5 CRS Termination of Tenancy for Substantial Violation

It is declared to be an implied term of every lease of real property in this state that the tenant shall not commit a substantial violation while in possession of the premises. As used in this section, "substantial violation" means any act or series of acts by the tenant or any guest or invitee of the tenant that, when considered together:

Occurs on or near the premises and endangers the person or willfully and substantially endangers the property of the landlord, any co-tenant, or any person living on or near the premises; or Occurs on or near the premises and constitutes a violent or drug-related felony prohibited under article 3, 4, 6, 7, 9, 10, 12, or 18 of title 18, C.R.S.; or Occurs on the tenant's leased premises or the common areas, hallway, grounds, parking lot, or other area located in the same building or complex in which the tenant's leased premises are located and constitutes a criminal act in violation of federal or state law or local ordinance that Carries a potential sentence of incarceration of one hundred eighty days or more; and Has been declared to be a public nuisance under state law or local ordinance based on a state statute.

A tenancy may be terminated at any time on the basis of a substantial violation. The termination shall be effective three days after service of written notice to quit.