

**RULES AND REGULATIONS
OF
CREEK VIEW PLAZA OWNERS ASSOCIATION**

CREEK VIEW PLAZA OWNERS ASSOCIATION, a Colorado nonprofit corporation (the "Association") by virtue of the authority provided in the Condominium Declaration for Creek View Plaza, a Colorado Common Interest Community, to be recorded in the Routt County, Colorado records (hereinafter called the "Declaration"), and in the Articles of Incorporation and Bylaws of the Association, does hereby publish and declare the following as rules and regulations respecting the Units and the Common Elements of the Condominium which are situated within the real property described on *Exhibit A* to the Declaration.

1. Purpose. The Rules and Regulations are made for the purpose of promoting the best interests of Owners and occupants of Units, to protect and enhance the property values of the Units, to protect persons and property against injury or damage, and in general to promote the health, safety, morals and general welfare of the Owners and occupants of Units.

2. Definitions; Applicability.

A. Throughout the Rules and Regulations, terms not otherwise defined herein shall have the meanings set forth in the Declaration and Articles of Incorporation and Bylaws of the Association.

B. All provisions of the Rules and Regulations apply to the Units (both Residential Units and Commercial Units) and to the Owners, occupants, guests, tenants, employees and invitees of such Units and to the Common Elements.

C. The Association may, pursuant to the Declaration, adopt additional rules or regulations applicable to Units, whether like or unlike this instrument, which regulate and apply to the Units and/or Common Elements.

D. The Association may amend or delete any of the Rules and Regulations.

E. This instrument shall be deemed in addition to, and not in lieu of, all applicable provisions of the Declaration, Articles of Incorporation, Bylaws and Policies, which shall control in the event of any inconsistency with the provisions of this instrument.

F. Each Owner of a Unit is responsible and liable for the acts or omissions of such Owner's tenants, guests, employees and invitees respecting compliance with the Rules and Regulations and the Declaration, Articles of Incorporation and Bylaws. The Association or its manager or managing agent will make reasonable efforts to warn Owners, tenants and guests of Units of infractions of the Rules and Regulations, but failure

to so warn shall not be an excuse for or defense of such infraction. The Declaration provides that, where the Rules and Regulations provide for fines in favor of the Association for specific violations, the failure by an Owner or his guests, tenants, employees or invitees of a Unit to comply with such applicable rules and regulations shall cause such fines to be levied and to constitute a special Common Expense assessment against such Owner's Unit, for which the Association shall have the lien and collection rights specified in Article 9 of the Declaration. Therefore, in all cases, an Owner IS LIABLE FOR ALL FINES FOR VIOLATIONS OF THESE RULES AND REGULATIONS BY SUCH OWNER AND BY THE GUESTS, TENANTS, EMPLOYEES AND INVITEES OF SUCH OWNER. The Association reserves all remedies for collection of such fines as are specified in the Declaration, including foreclosure of the lien therefor against an Owner's Unit.

3. Tenants and Guests of Units. If an Owner executes a rental management agreement respecting his Unit, the Owner shall promptly notify the Association of such fact and the name and address of the rental management agent. Each Owner who rents his Unit to a tenant or guest should advise the Association or its manager or managing agent in writing of such fact, so that the Association may make available to such tenant or guest, at his request, the Rules and Regulations, and so that the Association may be better able to prevent or correct violations of the Rules and Regulations.

4. General Rules and Regulations.

A. Noxious, offensive or illegal trades, services or activities shall not be conducted within the Condominium, nor shall anything be done therein which constitutes a nuisance to the Owners of other Units or their tenants, by reason of unsightliness, the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

B. Owners and occupants of Units shall not play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder, video game, pinball machine, stereo or other sound-producing equipment, whether within or outside of any Unit, between the hours of 10:30 o'clock p.m. and the following 8:00 o'clock a.m., if the same shall disturb or annoy other Owners, occupants, guests, tenants or invitees of any of the other Units.

C. The toilets and sewage disposal apparatus shall not be used for any purpose other than for disposal of human waste, and no sweepings, rubbish, rags, papers, ashes, diapers, sanitary pads or other similar items or substances shall be thrown therein. Any damage to the property of others, including those damages or disturbances associated with necessary repairs, including the Common Elements or property of the Association, resulting from misuse of such sewage disposal facilities shall be the liability of the Owner responsible.

D. No trash or objects shall be thrown or tossed by any Owner, occupant, tenant, guest, or invitee of a Unit off of or out of a window or door or deck of the Building onto the Common Elements or adjacent property. Nothing shall be stored on or hung outside of the Building without the prior written consent of the Association. Except as

provided for in Section 9 below, no signs, posters or advertisements of any kind shall be placed on the interior surface of any windows or the exterior surface of any doors of the Building or upon the outside of the Building. No spotlights shall be directed from the interior of the Building out the windows or doors of the Building.

E. Animals larger than dogs or cats shall not be kept or allowed at the Condominium. Owners of Residential Units occupying their Units may not keep more than a total of two dogs and/or cats at their Unit. Owners and occupants of Commercial Units and occupants of Residential Units (other than Owners of Residential Units occupying their Units) shall not be allowed to keep dogs and/or cats. All dogs must be leashed when out of doors and shall not be allowed to run at large within the Condominium, bark excessively or to harass, annoy or disturb others or wildlife. All droppings shall be immediately picked up and properly disposed of by the person responsible for the animal. If an Owner or any tenant, occupant, guest, family member or visitor of such Owner violates this provision, in addition to other remedies the Association may fine such Owner as provided in the Policies.

F. Trash and refuse shall not be stored or kept on the Common Elements or outside of the Building except in trash collection containers supplied and maintained by or approved by the Association. Each Owner, occupant, tenant, and guest of a Unit is responsible for placing trash and refuse in tied plastic bags in the trash collection containers provided or approved by the Association for such Unit, or removing such trash and refuse from the Common Elements.

G. Water shall not be left running from any faucet for any unreasonable or unnecessary length of time.

H. No person shall interfere in any manner with any portion of any heating, ventilation or air conditioning systems of the Building, or exterior lighting of the Building, except for the maintenance, repair, modification or replacement thereof by the Association or its managing agent.

I. No antennae, aerial, or satellite dish shall be installed by Owners or occupants or tenants outside of the Building, unless approved in advance by the Association. Any such antenna, aerial or satellite dish erected in violation of this provision may be removed by the Association without notice.

J. Unless the Association gives advance written consent in each and every instance, Owners and occupants shall not use or permit to be brought into any Unit or onto the Common Elements any hazardous substance, as such term is defined by CERCLA or RCRA or implementing regulations.

K. The Association's managing agent shall have a passkey to each Unit other than a Unit owned or occupied by Declarant or any affiliate of Declarant. No person, other than the Declarant or any affiliate of the Declarant with respect to any Unit owned or occupied by Declarant or an affiliate of Declarant, shall alter any lock or install a new or

additional lock on any door leading into any Unit without the prior approval of the Association's managing agent.

L. No solar collectors or solar panels of any type shall be installed or maintained on or within any Unit or on any Common Element.

M. No clotheslines or outdoor drying of clothing shall be permitted.

N. No furniture, sporting equipment, including without limitation skis, snowboards or baby joggers, baby strollers, patio and lawn furniture or other items of any nature, shall be stored maintained on the outdoor patio or deck area of any Unit or on the common element decks and walkways.

O. The use of barbecue grills, whether propane, gas or charcoal, is strictly prohibited with the Condominium Project.

P. The Owner, occupant or tenant of any Unit shall be responsible for removing snow and ice from all decks and patios appurtenant to such Unit. The Association shall be responsible for removing snow and ice from sidewalks and stairways of Units and Common Elements within the Condominium.

Q. All business related activities shall be confined to the Owner's Unit. Under no circumstances shall the carrying on of business be conducted in the Common Elements. There shall be no outside storage of materials, supplies, tools, equipment, finished products, semi-finished products, raw materials, inventory, trash or other articles.

5. Parking Area Regulations.

A. Vehicles shall be parked only in parking areas within the Common Elements designated by the Association. Except as specifically designated in the Declaration, by the Association, or by its managing agent, parking of vehicles within the parking areas shall be on an unassigned basis. No vehicle shall be parked so as to impede or prevent ready access to the Units or other parking spaces by other persons. Vehicles shall be moved at the times specified by the Association and/or the Association's managing agent to allow plowing and removal of snow. Abandoned cars will be removed by the Association. No inoperative vehicles shall be left or stored in parking areas, and no repairs, maintenance or lubrication of vehicles shall be performed on the parking areas.

B. During winter months, the Association or its managing agent may impose reasonable limitations or restrictions on hours of parking in any parking areas within the Common Elements in order to accommodate snow removal.

C. An Owner shall not use, nor shall he permit his family, guests, tenants, or invitees to use, parking spaces assigned by the Association to others for any purpose.

D. The Association reserves the right to remove vehicles improperly parked at the expense of the vehicle's Owner.

E. The parking areas within the Condominium property shall not be obstructed or used for any purposes other than for parking of cars for Units and for ingress to and egress from the Units and the Common Elements and emergency access to the Units. Parking is not permitted in any space exclusively assigned to a Unit except by the Owner or occupant of such Unit. Subject to available parking, all occupants of a Unit, collectively, shall not park more than two (2) vehicles at the Condominium. No boats, campers, trailers, semi-trailers or tractors, of whatever size, shall be stored on or allowed to remain on the Common Elements.

6. Signage. Written approval from the Association must be obtained before installing or altering any sign. It is the Owner's responsibility to ensure that any sign conforms with the master sign plan for the Condominium, if any, and all applicable laws. The owner of the sign shall, at its sole expense, keep it in good repair and in attractive and functional condition. The Association may remove any sign which has not been erected or maintained in accordance with the provisions hereof without incurring liability to any Owner or other party.

7. Fines. The Association may impose fines for each and every violation or infraction of any rule or regulation specified in paragraphs 4, 5 and 6 above in accordance with the Policies. The Association shall have a lien upon the Unit of the Owner who, or whose tenants, guests employee or invitees, violated any such rule or regulation, to secure payment of fines assessed to such Unit, and the Association may foreclose such lien, all in the manner and as described in the Declaration and the Policies.

EXECUTED as of this ____ day of February, 2009.

**CREEK VIEW PLAZA OWNERS
ASSOCIATION**

By: _____
Stefanus Nijsten, President