

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

CREEK VIEW TOWNHOMES OWNERS ASSOCIATION, a Colorado nonprofit corporation (the "Association") by virtue of authority provided in the Declaration of Covenants, Conditions, Restrictions and Easements for Creek View Townhomes, 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 Areas and the Exterior Maintenance Area of the Project 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 and to the Owners, occupants, guests, tenants and invitees of such Units and to the Common Areas.

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 Areas.

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 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 or invitees of a Unit to comply with such applicable rules and regulations shall cause such fines to be levied and to constitute a Default Assessment against such Owner's Unit, for which the Association shall have the lien and collection rights specified in Section 10.13 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 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 Project, 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 Areas, Exterior Maintenance Area or property of the Association, resulting from misuse of such sewage disposal facilities shall be the liability of the Owner responsible.

D. In order to protect pedestrian use of the Common Area, 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 balcony of a Unit onto the Common Area or adjacent property. Nothing shall be placed, stored on or hung outside of a Unit on the exterior of the Unit or from the balcony of such Unit which is not hidden entirely from

view by pedestrians by the balcony railing, without the prior written consent of the Association. No signs, posters or advertisements of any kind shall be placed on the interior surface of any windows or doors of any Unit or upon the outside building walls immediately adjacent to any Unit without the prior written approval of the Association except those signs permitted pursuant to C.R.S. §38-33.3-106.5. No spotlights shall be directed from the interior of the Building out the windows or doors of the Building.

E. Noxious, offensive or illegal trades, services or activities shall not be conducted within the Project, 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.

F. Except as otherwise approved by the Executive Board, no pets other than tropical fish and exotic birds in cages shall be allowed or kept in any Unit, except no more than three (3) dogs or three (3) cats or a combination of dogs and cats amounting to no more than three (3) may be kept and maintained by an Owner occupying a Unit and no more than one (1) dog or one (1) cat may be kept in a Unit by a Person occupying a Unit who is not the Owner of such Unit, subject to the following initial rules and regulations as the same may be amended from time to time by the Executive Board, and provided further that no such dog or cat shall be raised, bred or kept for commercial purposes:

(i) Each such dog or cat shall be immediately registered with the Association, whereupon a deposit in the amount of \$200.00 ("Fine Deposit") shall be paid to the Association by the Owner of the Unit upon which the dog or cat resides.

(ii) The Fine Deposit shall be utilized by the Association for the payment of fines at the rate of \$50.00 per violation, or at such other rate as the Association shall establish from time to time, for each and every violation of the rules, regulations and restrictions set forth herein or as adopted by the Association from time to time.

(iii) No pet shall be permitted to bark or otherwise disturb the peace, or in any other manner to disturb or bother an Owner, or an Owner's family members, guests, invitees or tenants.

(iv) No pet shall be permitted outside the exterior walls of a Townhome unless such pet is on a leash and is accompanied by the Owner of the Unit upon which such pet resides, or a family member, guest or invitee of such Owner.

(v) The Owner of a Unit upon which a pet resides shall be responsible for the immediate removal of any and all fecal material deposited

upon any portion of the Property, including but not limited to the Common Area, and including the Units located on the Property.

(vi) The Owner of a Unit upon which a pet resides shall be strictly liable for any and all damages caused by such pet, including but not limited to property damage and personal injury, and for the costs, expenses and attorneys' fees of any person damaged or injured by the actions of such pet, and each such Owner of a Unit upon which a pet resides, by accepting title to a Unit, hereby confesses judgment on the issue of liability, without regard to negligence, for the damages or injuries caused by any pet residing upon such Owner's Unit.

(vii) The Executive Board of the Association shall have the absolute authority to mandate the permanent removal from the Project of any pet whose conduct is the source of ongoing irritation or disturbance to any other Owner, or the family members, guests, invitees or tenants of such Owner, or of any unauthorized or unregistered pet, and each Owner authorizes the Association, by its Executive Board, to enter upon a Unit at any time for the purpose of removing any such pet from the Property and committing it to the custody of the Town of Hayden Police Department, Animal Control Division. The expenses of such removal and/or commitment shall be paid from such Owner's Fine Deposit.

(viii) In the event that an Owner's Fine Deposit is utilized to pay the fines levied against the Owner or the expenses incurred by the Association in removing and/or committing the pet of such Owner or its otherwise utilized pursuant to the provisions of this Article, the Owner upon whose Unit the pet resides shall be liable for such additional assessments as may be required by the Association to maintain such Owner's Fine Deposit in the minimum amount of \$200.00, which additional assessments shall be levied and collected as a special assessment upon such Owner and such Owner's Unit in accordance with the Declaration and the provisions of Article 6 hereof and such other provisions hereof as may apply.

G. Refuse, garbage, trash, plant clippings, plant waste, compost, scrap or debris of any kind shall not be kept, stored or allowed to accumulate on any Unit or on the Common Areas or the property of the Association outside of any Unit and shall be promptly disposed of in receptacles 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 Area. There shall be no open fires, incinerators or burning of rubbish or trash within the Project.

H. There shall be no outside storage of building materials, supplies, tools or equipment. No flammable substance shall be stored on any balcony.

I. Water shall not be left running from any faucet for any unreasonable or unnecessary length of time, except as necessary for irrigation of lawns and landscaping on the Common Areas.

J. No person shall interfere in any manner with the exterior lighting of the building, or the fireplace flues except for the maintenance, repair, modification, or replacement by the Association or its managing agent.

K. Established drainage patterns within the Project shall not be modified or interfered with.

L. No antennae, aerial, or satellite dish shall be installed by Owners or occupants or tenants outside of any Unit, unless approved in advance by the Association or unless entirely hidden from view on a balcony of a Unit behind the balcony railing. Any such antenna, aerial or satellite dish erected on the Common Area without the prior written consent of the Association or hidden behind a balcony railing may be removed by the Association without notice.

M. 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 Areas any hazardous substance, as such term is defined by CERCLA or RCRA or implementing regulations.

N. The Association's managing agent shall have a passkey to each Unit. No person, other than the Declarant, shall alter any lock or install a new or additional lock on any door leading into any Unit unless the Owner of such Unit has first provided the Association's managing agent with a key for such lock.

O. The use of charcoal BBQ grills and smokers shall not be allowed at the Project including but not limited to inside or outside an Owner's Units or the Common Areas. The use of electric or gas operated BBQ grills and smokers shall be allowed at the Project.

P. Owners shall be permitted to fence in the back yard of the Owner's unit so long as the entire perimeter of the back yard is fenced and the fence is not higher than four (4) feet except that the first 12 feet away from the Townhome may be 6 feet high. No fence shall be constructed until the Owner's plans and specifications have been approved by the Architectural Control Committee pursuant to the procedures set forth in Section 16.1.1 of the Declaration. The Architectural Control Committee shall have the right to restrict the location, materials, shape, size and color of any fence

5. Parking Regulations.

A. Owners, occupants, tenants and their guests shall park their cars within the garage or driveway appurtenant to such Owner's Units. The parking areas within the Project shall not be obstructed or used for any purposes other than for parking

of cars for Units and for ingress to and egress from Units, nor shall the same be utilized for the storage of furniture, pets, plants, skis and ski equipment, boxes, bicycles, or baby carriages, or any other articles not approved in advance by the Association. No boats, campers, trailers, semi-trailers, or tractors, of whatever size, shall be stored on or allowed to remain on the Project unless approved in advance in each instance by the Association or unless placed in the garage of an Owner's Unit. All parking spaces at the Project shall be on a first-come first-serve basis.

B. Except as approved by the Executive Board, there shall be no storage of boats, trailers, campers, recreational vehicles, motorcycles, snowmobiles, tractors or other equipment at the Project other than inside garages or in designated and approved storage areas. Abandoned or inoperable vehicles or equipment of any kind shall not be parked or stored within the Project. Vehicles or equipment shall not be repaired or serviced in the Project. All vehicles of Unit owners or renters within the Project shall be parked in their respective garages or spaces at all times. The Association shall have the right, but not the obligation, to remove improperly parked or stored vehicles at the expense of the owner thereof, and the cost thereof shall become an assessment against the Unit of the owner who or whose occupant parked or stored the vehicle. The Association and the Declarant shall not be liable for any loss or damage resulting from such removal.

C. Vehicles shall not be parked on the interior drive/access road. 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 Areas in order to accommodate snow removal.

D. An Owner shall not use, nor shall he permit his family, guests, tenants, or invitees to use parking spaces assigned by the Association to other Owners for any purpose. The Association reserves the right to remove vehicles improperly parked or left at the expense of the vehicle's Owner.

6. **Fines.** The Association may impose fines for each and every violation or infraction of any rule or regulation specified in paragraphs 4 and 5 above in accordance with the Declaration and the Policies. The Association shall have a lien upon the Unit of the Owner who, or whose tenants, guests 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.

EXECUTED as of this ____ day of September, 2008.

**CREEK VIEW TOWNHOMES OWNERS
ASSOCIATION**

By: _____
Stefanus Nijsten, President