

RULES AND REGULATIONS FOR TYROLEAN CONDOMINIUMS

THESE RULES AND REGULATIONS (these “**Rules and Regulations**”) are promulgated and effective as of March 20, 2015 (the “**Effective Date**”).

I. INTRODUCTION

These Rules and Regulations govern the use and occupancy of the Units and the Common Elements and Limited Common Elements associated with the Tyrolean Condominiums (the “**Project**”). They shall remain in effect until amended by the Board of Directors of the Tyrolean Condominium Association (the “**Association**”), and shall apply to and be binding upon all Owners and Occupants. Owners and Occupants shall at all times comply with these Rules and Regulations and use their best efforts to ensure that such Rules and Regulations are fully and faithfully observed by other Owners and Occupants. The Owners are also subject to and governed by the Condominium Documents, including but not limited to: (i) the Declaration for Tyrolean Condominiums, as amended (the “**Declaration**”), which created the Project and governs all Units, (ii) the Articles of Incorporation and Bylaws of the Association, and (iii) all other policies and procedures of the Association, including its Construction Policy. In the event of a conflict between a provision of these Rules and Regulations and any other governing documents of the Association, the more restrictive of such provisions shall control.

II. DEFINITIONS

Unless otherwise specifically defined in these Rules and Regulations, all terms used in these Rules and Regulations have the meanings given to them in the Declaration. For your convenience in reading and understanding these Rules and Regulations, certain key definitions are also set forth below and in the text of these Rules and Regulations.

A. “**Managing Agent**” means the person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association. The Managing Agent for the Project is currently: Ptarmigan Management, Inc., a Colorado corporation.

B. “**Occupant**” means any member of an Owner’s family or an Owner’s guests, invitees, servants, tenants, employees, or licensees who occupy a Unit or are on the Common Elements of the Project for any period of time and any other “**Related User**”, as such term is defined in the Declaration.

C. “**Sleeping Capacity**” means the number of persons permitted to lodge in a Residential Unit. The Sleeping Capacity of a Residential Unit shall be the number of persons who may sleep in all permanent beds located in the Unit (including day beds and sleeper sofas, but excluding roll-away or inflatable beds or mattresses), based on their design capacity (for example, a King-sized bed is designed for two people, while a twin or day bed is designed for one person), except as otherwise approved in writing by the Board of Directors, which approval may be given or withheld in the sole discretion of the Board of Directors.

D. “**Use Fees**” means fees charged to Owners for certain services provided by the Association at the Owner’s or Occupant’s request and certain incidental charges not included in Assessments.

III. TRANSFERS AND RENTAL

Section 3.1 **Transfers.** All transfers of Units within the Project shall be governed by the terms, conditions and restrictions contained in the Declaration. Immediately upon any transfer of a Unit as permitted by the Declaration, an Owner shall give written notice thereof to the Managing Agent. The written notice shall state the name and address and other applicable information for notice purposes (such as fax number and e-mail address) of the transferee and shall be accompanied by a non-refundable administrative fee of \$25. The notice shall also be accompanied by a true and correct copy of the applicable recorded deed or other instrument of transfer, pursuant to which title is vested in the new Owner. Upon any transfer, whether by foreclosure or otherwise, the transferee must pay or cause the seller to pay all delinquent Assessments and late penalties. The transferor and the transferee shall be jointly and severally liable for all unpaid Assessments against the Unit which accrued prior to the transfer.

Section 3.2 **Rental/Exchange.** An Owner may rent his Unit to others, and may invite guests to share occupancy of his Unit, provided that the maximum occupancy limits for Residential Units as specified below are not exceeded. Owners are responsible for the conduct of their guests, and for all financial obligations incurred by their guests at the Project. All leases must provide that the terms of the lease and the tenant's occupancy of the Unit are subject to the Governing Documents and that failure to comply with such documents will be a default under the lease. Before occupancy, all tenants must be given copies of the Governing Documents. All leases with a term of thirty days or more must be in writing. Any Owner who leases his or her Unit for a term of thirty days or more must provide a copy of the written lease to the Association within ten days after its execution. The Managing Agent will not give access to any Residential Unit without written permission from the Owner otherwise entitled to use the Residential Unit.

No Residential Unit shall be occupied overnight by a number of persons in excess of the Sleeping Capacity for the Residential Unit. Violation of the rule will result in a fine of fifty dollars (\$50.00) per excess Occupant per night. The restrictions set forth in this Section 3.2 may be varied pursuant to a rental management agreement between the Owner and the Managing Agent, if any. Owners may not submit their Residential Units to any external exchange program or similar club or membership program unless they have obtained the prior written consent of the Board, which may be given or withheld in the Board's sole discretion.

IV. USE RESTRICTIONS

Section 4.1 **Pet Restriction.** No pets or animals of any kind may be kept in any Unit or elsewhere within the Project, except properly licensed and certified service animals for disabled persons and except domesticated cats and dogs. No more than two (2) pets may be kept in any Unit. No pets shall be allowed on any portions of the Common Elements except for access to and from the Owner's Unit. Owners shall promptly remove from the Community any pet that makes excessive noise or constitutes a safety risk or an unreasonable annoyance to other Owners as determined by the Board in its sole discretion. Owners are responsible for any damage caused by their or their Related Users' pets and Owners and Related Users must clean up after their pets.

Section 4.2 **No Smoking.** Due to the wood frame construction of the Project and other fire concerns, the Tyrolean is a non-smoking Project. No smoking is permitted in the Units or the Project Common Elements, including hallways, patios, balconies, and parking garage.

Section 4.3 **Debris.** No garbage cans, supplies, milk bottles, ski boots, ski poles,

bicycles, or other articles shall be placed on the patios, decks, balconies, entryways or parking space Common Elements or Parking Space Units, nor shall any linens, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, patios, decks, balconies, or entryways, or exposed on any part of the Common Elements; and the Common Elements shall be kept free and clear of refuse, debris and other unsightly material.

Section 4.4 **Balconies.** No Owner or Occupant shall cause or allow anything whatsoever to fall from the windows, patios, decks, balconies, entryways, or doors of his Unit or the Project, nor shall he sweep or throw from his Unit any dirt or other substances outside of his Unit or on the Common Elements of the Project.

Section 4.5 **Garbage Disposal.** Refuse and bagged garbage shall be deposited only in the receptacles provided for such purpose. Recycling facilities are provided by the Association as well, and Owners and Occupants shall observe all posted recycling rules and guidelines.

Section 4.6 **Association Employees.** No Owner or Occupant shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association or the Managing Agent. Employees of the Association or the Managing Agent shall not be sent off the Project premises by any Owner or Occupant at any time for any purpose.

Section 4.7 **Quiet Time.** All Owners and Occupants are encouraged to observe quiet time in or about the Project from 11:00 p.m. each evening to 8:00 a.m. the next morning. No Owner or Occupant shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will or is likely to interfere with the rights, comforts or convenience of the other Owners. No Owner or Occupant shall allow any musical instrument to be played, or allow the operation of a stereo, television, radio or sound amplifier in his Unit, in such manner as to disturb or annoy other Owners or Occupants in the Project. The Managing Agent shall have the right to abate all nuisances in or about the Project. Owners and Occupants are reminded of the Association's Construction Policy, which provides for dates and hours when construction is permitted within the Project.

Section 4.8 **Satellite Dishes, Wiring.** No satellite dishes, radio, television installation, or other wiring shall be installed without the prior written consent of the Board. The Board shall not unreasonably delay or prevent use of, unreasonably increase the cost of, or preclude a person from receiving or transmitting an acceptable quality signal from an antenna, unless a legitimate safety reason requires otherwise.

Section 4.9 **Children.** Owners and Occupants shall be responsible for the conduct of their children and the children of their guests. Owners and Occupants shall ensure that such children's behavior is neither offensive to any Owner or Occupant of the Project nor damaging to any Unit or portion of the Project.

Section 4.10 **Signs.** No nameplates, numbers, lighting, doorbells, door knockers, signs, advertisements, notices, or other lettering shall be installed, exhibited, displayed, inscribed, painted or affixed, in, or upon the outside of exterior doors or any other part of a Unit, or other property in the Project by any Owner or Occupant without the prior written permission of the Board or Managing Agent.

Section 4.11 **Flammables.** No flammable, combustible, explosive, or otherwise dangerous fluid, chemical, or substance, and no fluid, chemical or substance prohibited by applicable

building codes, shall be kept in any Residential Unit or Limited Common Element appurtenant thereto, or in any on-site or off-site storage area, except such as are (i) required for normal household use, and (ii) kept and used in accordance with all applicable laws.

Section 4.12 **Parking**. The Parking Area contains General Common Element parking spaces, Limited Common Element parking spaces that appurtenant to specific Units, and Parking Space Units. Owners and Related Users may only park in their designated Limited Common Element parking spaces or Parking Space Units, if applicable, or in the General Common Element parking spaces. No Owner or Occupant shall store or leave bikes, boats, trailers, mobile homes, recreational vehicles and the like on the Project, except in such areas as may be specifically designated for same, if any. No vehicle repair or service may be undertaken on the Project premises. The Parking Area is intended for parking of motor vehicles only, and no other storage of personal items, equipment, sporting goods, or the like, shall be permitted on any parking space Common Elements or within the Parking Space Units.

Section 4.13 **Loading and Unloading**. The driveway in the Parking Area may be used only for ingress and egress to and from the underground parking facility and parking shall not be permitted thereon. Any and all property, including without limitation bags, luggage, supplies, recreational equipment, and other such items may be loaded and unloaded only in the parking garage. Any deliveries shall be made through the parking garage.

V. **MISCELLANEOUS**

Section 5.1 **Use Fees**. In addition to Assessments, Owners may be charged Use Fees. The rates for Use Fees will be distributed to Owners each year with the draft budget.

Section 5.2 **Authority; Enforcement**. Pursuant to the Governing Documents, the Association, acting through the Board, has delegated the power and duty to enforce these Rules and Regulations to the Managing Agent; provided, however, that such delegation does not relieve the Association or the Board of any of its obligations under the Governing Documents. All Owners are subject to and bound by the Association's delegation of its enforcement rights to the Managing Agent. Any duty or power specified to be exercised by the Association or the Board, or right reserved to the Association or the Board, in these Rules and Regulations may therefore be exercised by the Managing Agent. The Association shall be entitled to recover all monetary fees, fines, late charges, interest, expenses and reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred in connection with the enforcement of these Rules and Regulations.

Section 5.3 **Emergencies**. In case of an emergency originating in or threatening the condition of any Unit, Common Element, property owned by the Association or the health or safety of any person, the Board of Directors, through an authorized representative thereof, including but not limited to the Managing Agent, shall have the right to enter any Unit for the purpose of remedying or abating such emergency. In order to facilitate such right of entry, the Board of Directors and the Managing Agent may retain a pass key to each Unit within the Project.

Section 5.4 **Additional Rules and Regulations; Amendments**. The Board of Directors reserves the right to promulgate from time to time such additional Rules and Regulations and/or to amend these Rules and Regulations as may be deemed necessary or desirable in accordance with the Association's policy on the Adoption and Amendment of Policies, Procedures and Rules.

Section 5.5 **Attorneys' Fees.** The Association shall be entitled to recover its reasonable attorneys' fees and other costs incurred in the event it prevails in any legal action or proceeding brought against an Owner or Occupant to enforce these Rules and Regulations.