

MINTURN TOWNE HOMES (MTH) OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

The MTH Rules and Regulations were amended in part by the Board on June 1st, 2025, shall supersede any previous Rules and Regulations.

ARTICLE 1 APPLICABILITY

Section 1.1 The following Rules and Regulations are applicable to The Minturn Towne Homes project, including but not limited to, the Property, the Common Elements, the Limited Common Elements, and the Units and shall be deemed in effect until amended by the Board of Directors of the Minturn Towne Homes Owners Association, Inc. (the “Association”).

Section 1.2 The Rules and Regulations shall apply to and be binding upon all Unit Owners, their families, guests, invitees, and their tenants, tenants’ families, guests and invitees, and persons over whom they exercise control and supervision (collectively all referred to herein as “Guests”). All Owners shall, at all times, obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their Guests.

Section 1.3 All defined terms used herein but not defined shall have the same meaning as such terms have in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Minturn Towne Homes, as it may be amended from time to time.

ARTICLE 2 PURPOSE AND INTENT

These Rules and Regulations are intended to ensure the quiet enjoyment of the entire Property, including the Units, by the Owners and their Guests. These rules are intended to reduce impacts to maintenance and upkeep of the Property by restricting activities that may have negative impacts on the Property, the landscaped areas, parking areas, and building exteriors and interiors. The regulations also help insure that property values are not eroded by the actions of any Owners or their Guests.

ARTICLE 3 COMMON ELEMENTS, STORAGE, AND LIMITED COMMON ELEMENTS

Section 3.1 Common Elements. All Common Elements shall be kept in a neat and orderly fashion and free of debris. The driveways, entrances and all of the Common Elements must not be obstructed or encumbered. No personal property, including but not limited to, auto parts, skis, snowboards, bicycles, kayaks, etc., may be left in the Common Elements. Any personal property left in the Common Elements is presumed abandoned and will be disposed of by the Association at no liability to the Association. Owner is responsible for any cost of removal. During Winter, Owners/Tenants and their Guests may shovel Common Elements during Quiet Time as defined in Section 8.4.

Section 3.2 Storage. There shall be no outdoor storage of any kind in the Common Elements, including the Limited Common Elements, by any Owners or Guests. Personal property, including but not limited to, auto parts, bicycles, skis, snowboards, kayaks, etc., shall be stored within the Units. Any personal

property left in the Common Elements is presumed abandoned and will be disposed of by the Association at no liability to the Association. Owner is responsible for any cost of removal.

Section 3.3 Decks and Balconies – Limited Common Elements. The Owner and Guests shall clean and keep in neat and clean condition the patio, porch, balcony, and/or deck appurtenant to the Owner's Unit, which shall include without limitation, **snow removal** from the patio, porch, balcony and/or deck. The following are allowed to be stored on decks and balconies, provided they are stored in a neat and orderly manner:

- (a) One (1) **Propane Gas or Natural Gas Grill** in good working order. If a grill is to be used, a fire extinguisher must be readily available in the event of fire.
- (b) Doormats, Wind Chimes.
- (c) Patio furniture in good condition, designed as such, and in an amount appropriate to the space.
- (d) Container Gardens.
- (e) Holiday lighting during the specific holiday. Must be removed within 10 days after the holiday.
- (f) Play toys only in summer months. Must be in garage in winter months.
- (g) Humming bird feeders, up to three.

Any item not listed above is prohibited. The following items are specifically prohibited on the decks and balconies:

- **No** charcoal grills or smokers.
- **No** wood burning grills, fire rings or fireplaces.
- **No** propane/natural gas heaters or fire pit tables.
- **No** propane/natural gas open flame tables or fireplaces.
- **No** rugs or other materials shall be displayed, stored, or hung for shading from windows, balconies, decks, or patios.
- **No** trash, trash containers, animal dishes, animal food containers, kayaks, paddle-boards, tools and bicycles.
- **No** seed birdfeeder of any kind (bear, mountain lion and rodent attractant).
- **No** strollers or children's riding toys are to be stored on the deck.
- **No** indoor furniture of ANY kind is permitted on the deck.
- **No** additional lighting shall be installed on any deck.

For any concrete/flagstone patios, the items allowed and prohibited are the same as for decks and balconies and all items must be kept on the concrete or flagstone, not on grass or rocks.

Any of these prohibited items on the property's Limited Common Elements will be removed by the Association, upon 7 days' notice. The Association are not responsible for damages to the property or replacement of the item. Owner is responsible for any cost of removal, including any property damage.

ARTICLE 4

ANIMALS

Section 4.1 *Allowance Subject to Law.* Owners and their tenants may keep domesticated animals subject to Eagle County and Town of Minturn ordinances and state law. No more than two (2) animals per Unit, this includes any animals of an owner's guest staying in the Unit.

Section 4.2 *Registration and Animal fees for Non-Owners.* All animals owned by Guests who occupy a Unit for more than 7 days must be registered by the Owner of the Unit with the Association by

providing a written statement (email is acceptable) to the Association of the breed, color, and approximate size of any animal residing in the Unit. The Association shall maintain a list of registered animals. For animals recognized as a “dog”, the Owner shall pay and is responsible for paying the Association the sum of \$75.00 per month per animal recognized as a dog to offset the costs to the Association related to such animal(s).

Section 4.3 *Other Rules.* Having an animal on the Property is a privilege granted by the Association. Abuse of this privilege may result in an Owner and their Guests not being allowed to have the animal on the Property. Payment of any fine assessed related to an animal will not release any responsibility to comply with these rules. Unit Owners are required to pay for repairs to areas damaged by their own animals or those of their Guests, in addition to fines imposed under the Policy and Procedure for Enforcement of Covenants. Animals are the responsibility of the animal owner and ultimately, the Unit Owner. The following must also be followed:

- Animals may not run at large. Animals must be under control of responsible party and must be on a leash at all times.
- Animals may not be secured to any Common Element at any time.
- Animals are allowed on an Owner’s deck or patio only when the animal’s responsible party is present in the Unit. When on an Owner’s patio, animal must be secured.
- Animals shall not be allowed to bark or whine excessively. Animals that are constantly noisy or otherwise create a nuisance will be required to be removed permanently.
- Animal owners shall immediately remove animal feces from the Property. If in violation, all costs of removal shall be charged in addition to animal fees and fines to the Owner of the Unit.
- The breeding, raising of litters and/or boarding of animals in the Community is prohibited.
- Aggressive and vicious animals are prohibited. An animal which poses a danger is prohibited and any animal which bites a person or kills another animal shall be required to be removed immediately and permanently from the Community and the Property.

Section 4.4 If the Association determines in their discretion an Owner or Guest is in violation of any rule or covenant, the Unit Owner may be noticed and fined in accordance with the Policy and Procedure for Enforcement of Covenants. The Association may require an animal be permanently removed from the Property but only after the Animal Owner and Unit Owner are given notice and opportunity for a hearing in accordance with the Policy and Procedure for Enforcement of Covenants. Any animal Owner receiving a three (3) animal violation notices within a three (3) month period will be required to remove the animal from the Property permanently.

ARTICLE 5 PARKING AND DRIVEWAYS

Section 5.1 Common Driveways. Driveways and parking spaces are Common Elements maintained by the Association but intended for the specific use of Owners whose area they serve. Improperly parked vehicles blocking access, vehicles with repeated violations, or vehicles parked in one of the spaces belonging to an Owner may be towed or booted at any time. No vehicle greater than twenty feet long can be parked on Common Driveways. No vehicle shall be parked in such a manner as to impede traffic or to impede or prevent ready access to any parking space, fire hydrant, fire lanes, entryways, walkways, and access to other Units. No overnight “camping” is allowed in any vehicle.

Section 5.2 Parking. Parking is granted by the Association to legal residents of a Unit and is permitted for Owners/Tenants and Guests only as follows:

- (a) Double car garage Units having space for two (2) cars parked directly behind its garage door are allowed four (4) vehicles. All other Units are allowed three (3) vehicles. A Unit's parking must follow the attached Vehicle Order of Parking. Vehicle Order of Parking is: first, In Unit's Garage, second, Behind Unit's Garage, third, Community Assigned and fourth, Community Spot (temporary parking).

A Unit that hits its max parking with In Unit's Garage, Behind Unit's Garage and/or Community Assigned parking, cannot park vehicles in Community Spot(s) (temporary parking). If a garage space is used for storage, that Unit's allowance of vehicles is reduced by the number of garage spaces reduced by the storage, except for In Unit's Garage listed as zero. Use of shared Community Assigned spaces are on a first-come first-served basis.

- (b) Parking behind garages shall be done not to block fire lanes, entryways, walkways, and access to other Units. If you have a large vehicle or a vehicle that cannot fit in your designated garage or space behind the garage, you must ask for a variance which is solely in the Board's discretion to grant and may be subject to quarterly usage fees.
- (c) Parking spaces on the Common Elements not Community Assigned to a unit(s) are temporary parking spaces ("Temporary Parking Spaces").
- (d) As to **Temporary Parking Spaces**:
- All parking shall be in designated areas only.
 - Owners must inform Guests where they may park and the length of time they may park.
 - Parking by visitors (those not legally residing in MTH on a short or long term basis) in Temporary Parking Spaces may only be for a maximum of 24 hours; however, no more than one (1) Temporary Parking Space may be used overnight by any Unit.
 - Repetitive use of Temporary Parking Spaces on an overnight basis is not allowed. The Board decides what is "repetitive" in its sole and absolute discretion.
 - Use of Temporary Parking Spaces is on a first-come first-served basis.
 - Recreational Vehicles are prohibited.
 - The two (2) Temporary Parking Spaces adjacent to greenbelt are not available for parking from November 15th to April 15th. If any owner, tenant or guest parks in these spaces during this period, Unit Owner with whom the vehicle is associated with will incur a \$200 parking fee per incident. Parking fees will offset affected plowing and parking lot maintenance cost(s). Parking fees will be billed as part of quarterly dues.
 - Should a Unit violate any of the Rules as to Temporary Parking, the Board, in its sole and absolute discretion may prohibit the Unit's use of any of the Temporary Parking Spaces, for such length of time as the Board chooses. If the prohibition is violated, the Board may fine the Owner as provided in the Enforcement Policy.
- (e) For the purposes of these Rules, motorcycles are counted as vehicles.
- (f) The Association, reserves the Board's right to address, and issue notices of violation for any parking issue on a case-by-case basis that are not in conformance with the intent of these Rules or the Association in the Board's sole and absolute discretion.

Section 5.3 **Snow Removal**. During the snow removal season, typically November to April, to facilitate snow removal, all vehicles must be removed from the Common Driveways after snows greater than 3". Owners/Tenants are to mitigate snow from front doors and around parked vehicles into areas in which the plow operates. Should vehicles not be removed during snow removal efforts, the Unit responsible for the

vehicles not removed, this includes its guests' vehicles wherever parked on the Property, is responsible for removal of the area of snow/ice in which these vehicles parked from the Common Driveway within 24 hours. No vehicle shall be parked for more than 24 hours in the same spot after a snow fall so that the area can be plowed and the buildup of ice and snow can be prevented or the Board may tow or move the vehicle at the owner's expense, owner's expense includes the cost of plow returning to the Property.

Section 5.4 Recreational Vehicles. The parking and/or storage of motor homes, RVs, camper vans, truck campers, Colorado Statute 24-32-902 defined vehicles, trailers, boats, snowmobiles, snowmobile trailers, or snowmobiles in the back of pickup trucks, utility trailers, camping trailers, or other powered recreational equipment, unlicensed vehicles, and similar equipment shall not be permitted on the Property, Common Elements (this includes Temporary Parking Spaces) or Limited Common Elements other than in garages. An Owner may request in writing a variance from Section 5.4 for their "Sprinter" based camper van. Variances will be considered on an individual basis and not limited to the following:

- Size (max 23' long, measured from front to rear including any accessories).
- Must be behind Owner's garage.
- Fire lane impediment and safety.
- Impact to neighbor's enjoyment of their Unit (see Declaration Section 8.2).
- Variances are not available to an Owner's tenants or guests.
- Any increase in HOA maintenance fees due to the granted variance will be passed along to Owner making the request.

Section 5.5 Moving trucks and trailers. Moving trucks and trailers are permitted on the Property but may not be parked for more than two consecutive days on the Common Elements and ideally not in Temporary Parking Spaces. The parking of moving trucks and trailers shall be done not to block fire lanes, entryways, walkways, and access to other Units.

Section 5.6 Abandoned or Inoperable Vehicles. No abandoned or inoperable vehicles of any kind shall be stored or parked within the Property. Vehicles with expired license plates, unattended flat tire(s), on jacks, in a state of disrepair, parked in the same parking space for 72 hours or more, will be considered abandoned. Whether a vehicle is abandoned or inoperable shall be determined by the Board in its sole and absolute discretion.

Section 5.7 Commercial Vehicles and Construction Equipment. Parking of commercial vehicles and construction equipment is prohibited. Commercial vehicles shall include any vehicle that bears any advertising including but not limited to company names and telephone numbers on the exterior of the vehicle and/or obviously visible equipment.

Section 5.8 Vehicle Repairs. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere within the Common Elements and Limited Common Elements.

Please note that violations should be reported to the Association by an Owner or Guest. Please send the details of the violation, vehicle description, license plate, and photos of the violation, if possible.

TOWING & BOOTING: All towing and booting is in the sole and absolute discretion of the Board and may be done prior to any fine procedures being initiated. Costs of towing incurred by the Association, if any, shall be assessed to the Owner of the Unit to which the car was associated with and the Unit Owner shall be ultimately responsible for the cost no matter who owns the car. As stated above, improperly parked vehicles blocking access in any manner, vehicles with repeated violations, or vehicles parked in one of the spaces belonging to an Owner may be towed or booted at any time without notice. For any violations or abandoned or inoperable vehicles, the Association has the option to but is not required to notify the owner of the vehicle that the vehicle

will be towed or booted if not moved within 24 hours by placing a written notice on the vehicle and emailing the Unit Owner associated with the vehicle, only if known. Twenty-four (24) hours after notice, the Association may have the vehicle towed or booted.

ARTICLE 6 TENANTS

Section 6.1 Lease Requirements and Documentation. Any Owner leasing their Unit is subject to the following:

- (a) Any lease shall be in writing and provide that the lease is subject to the terms of the Bylaws, Declaration, and these Rules & Regulations, notably the parking and Animal rules. Minimum rental is three nights and cannot rent to anyone under the age of 24 years old. A copy of the current Rules & Regulations shall be attached to and made a part of all leases by way of exhibit or otherwise. Owners shall be responsible for providing the tenants with a copy of the most current Rules and Regulations.
- (b) Only an entire unit may be leased, and no parking or garage may be leased separately. Garages will not be used for purposes other than storage and/or parking of vehicles, nor used for any illegal purposes. Subleasing and/or subletting of a Unit are prohibited. No part of a Unit can be considered an ADU (additional dwelling unit) and as such, may not be leased or used as such.
- (c) Units may be leased to a maximum of two (2) individuals per bedroom. Regardless of the number of bedrooms in a Unit, a maximum of four (4) unrelated individuals may reside or stay in a Unit, whether by lease or otherwise. "Unrelated individuals" is defined as individuals who are not related by birth, marriage, or adoption. For example, even though two individuals are allowed per bedroom, it is not allowed to have five unrelated individuals reside or stay in a three or four bedroom unit. Due to the limited parking on the Property, Article 5, Parking and Driveways, will be strictly enforced.
- (d) The Owner shall notify the Association-within 5 business days of renting a Unit for more than 30 days and provide a copy of the lease agreement. The Owner shall supply the Association with the following information in writing (1) the names, phone numbers, and local mailing address for each occupant of the Unit, (2) whether there is a dog and the breed, color, and approximate size of any dog, (3) the vehicle's make, model and license plate number of each vehicle occupant(s) will park on property, (4) written representation that tenants have read and will abide by the terms of the Bylaws, Declaration and these Rules & Regulations. Owner will incur procurement fee of \$166.67 per month until all items of Article 6.1(d) are fully submitted to the Association. Procurement fees will offset affected operational cost(s). Procurement fees will be billed as part of quarterly dues.
- (e) For vehicles parked on Property greater than that allowed per Article 5 or not in accordance with the Vehicle Order of Parking, Owner will incur a parking fee of \$200 per month, per vehicle. Parking fees will offset affected plowing and parking lot maintenance cost(s). Parking fees will be billed as part of quarterly dues.

In all cases, Owners are responsible for the behavior of their short- and long-term tenants and Guests. Therefore, any fines imposed for violations to these Rules and Regulations, or any billing for damage to Common Elements, will be levied against the Unit Owner as an assessment.

ARTICLE 7 TRASH AND RECYCLING

All trash and recycling shall be deposited only within the Owner's trash and recycling bins. The bins must be stored in the garage and should be placed out only within 24 hours before trash pickup and put away within 24 hours after trash pickup. It is illegal to dispose of hazardous materials (oil, tires, batteries, etc.). Such material, if found, will be disposed of at the Owner's or Guest's expense (which is ultimately the expense of the Owner). Trash bins must remain closed and secured with the bear-resistant locks provided. For any special disposal needs, Owners or Guests should make their own arrangements for a pick up at the Owner's or Guest's expense.

ARTICLE 8 NUISANCES / NOISE

Section 8.1 No nuisance shall be allowed upon the Common Elements or within a Unit, nor any use or practice that is the source of annoyance to Owners or Guests or which interferes with the quiet enjoyment, peaceful possession, and proper use of the Property by the Owners or Guests. This prohibition includes, but is not limited to, loud noises, loud music, light trespass, noxious or unpleasant odors, and disruptive behavior or actions.

Section 8.2 No Owner or Guest shall make or permit any disturbing noises or sounds that will interfere with the rights, comforts or convenience of the other Owners or Guests. As a general rule, noise, music, voices and/or entertainment that can be heard outside of a Unit shall be considered too loud, regardless of the hour of day, if anyone complains about the noise level or if the noise level is audible from outside a Unit, building or on a sidewalk. The Association may use its discretion to determine what are appropriate noise levels.

Section 8.3 Owners, Tenants and their Guests must access Unit through Unit's front door. Rear door access is for limited and reasonable use of Limited Common Elements and is not a public access. The board decides what is limited and reasonable in its sole and absolute discretion. The common areas between buildings A and B, and C and D, and the south side building D are to be used only during daylight hours.

Section 8.4 Quiet time shall be observed by all Unit Owners and Guests between the hours of 10:00 pm in the evening and the following day at 7:00 am.

Section 8.5 "Light Trespass" means a condition in which light emitted on one property is directly visible from any other property. Light trespass is defined to exist regardless of whether the receiving property owner finds the light objectionable. Be cognizant of your Unit's Light Trespass of your external and internal lights and their effect on a neighbor's privacy and enjoyment of their unit. You may be revealing more than you are aware and exposing your neighbor to an unreasonable interference with the use and enjoyment of their property. Reasonably address any neighbor's request related to Light Trespass. If a request goes unresolved, the board reserves the right to engage per Section VIII of the Policies and Procedures. Additionally, your neighbor may have rights under Colorado's Nuisance Laws.

Section 8.6 Use of marijuana on Property must comply with Colorado State law.

Owners and occupants are strongly encouraged to first discuss and try to resolve any of these issues with the offending neighbor before involving the Association and/or police.

ARTICLE 9 EXTERIOR OF BUILDINGS

Section 9.1 No radio, telephone, or television aerial or connection shall be installed on the outside of the building. If a Unit Owner or Guest has a satellite dish that must be mounted to the exterior of the Building, the satellite must be installed on the Unit's vertical exterior and not anywhere else on the Building, especially the roof. There shall be no drilling into any aspect of the Building's roof. Upon termination of use or agreement for use of the satellite, the satellite must be removed. Any damage or removal costs will be assessed to the Owner. The Board reserves the right to dictate policy governing the placement, look, color and related costs. Any unit desiring a satellite dish must provide a written request signed by the owner to the managing agent for approval. Any deviation from these rules will result in the satellite dish being removed at the Owner's cost.

Section 9.2 No alterations shall be made to the outside appearance of the individual Units, the structure, or Common Elements without the prior written approval of the Board and following Design Review provisions of Article 15 of the Declaration.

Section 9.3 Roof, Gutters, Downspouts and Heat Tape:

- (a) Per Article 5, Section 5.2 of the Declaration, the Association is responsible for roof maintenance and repair. As a Common Element, the Association will maintain (i) the exterior heat tape and heat tape system (including junction boxes, wiring and panel breakers necessary to operate the heat tape) and (ii) gutters and downspouts installed as part of the roof replacement project that occurred in 2019-2020. Any Owner modifications to the installed systems must be approved by the Board (for example, timers) will not be maintained by the Association and are an Owner's responsibility for maintenance.
- (b) When an Owner or their Guest (defined in Section 1.2 above and includes tenant) notices a problem with the roof, gutters, downspouts and/or heat tape (for example, heat tape breaker tripping, heat tape not operating, ice building up and over gutter, icicles behind a gutter, ice/water dripping behind fascia, etc.) the Owner or their Guest must report the problem immediately to the Association for investigation.
- (c) Gutters and heat tape were installed to mitigate some of the Mountain Conditions assumed in Article 19 of the Declaration and known drainage issues inherent to the Community.
- (d) HEAT TAPE:
 - (a) Each Unit's heat tape will be tested to ensure working properly in October or November of every year. For Units in which the breakers are internal to the Unit, the Association will communicate with the Owners of those Units to turn on their Unit's heat tape for testing.
 - (b) Heat tape is typically operated from November 15th to April 15th but can be shorter or longer based on when Mother Nature decides to start and end winter.
 - (c) As a courtesy to Owners with externally controlled heat tape, the Association will turn on and off a Unit's heat tape based on Mother Nature's arrival and end of winter. The Association will provide notice to all Owners that the heat tape is being turned on, this notice will also include notice to Owners that have internally controlled heat tape, to turn on their Unit's heat tape. Once winter is over, a notice to turn off an internally controlled

heat tape will also be provided. If an Owner needs help with turning on and off their internally controlled heat tape, they are to reach out to the Association or assistance.

- (d) The cost of operating a Unit's heat tape is the Owner's responsibility.
- (e) If an Owner fails to operate their heat tape when instructed to do so and it is determined the lack of using a Unit's heat tape caused damage to the Association's Common Elements and/or another Unit, per Section 5.3 of the Declaration, that Owner will be 100% responsible for the damages, including all cost of the repairs. The Owner will also be precluded from filing an insurance claim against any Association insurance policy.
- (f) If an Owner disputes the Association's claim that the Owner failed to operate the heat tape and caused damage to the Association's Common Elements and/or another Unit, that Owner must do so in writing and shall provide the Unit's last 18 months of electricity bills, as well as any other documentation to dispute the Association's claim to the Association or the Association's legal counsel for review within 14 days of the written notice that the Owner is disputing the Association's claim. If an Owner doesn't provide the last 18 months of electricity bills as well as any other documentation to dispute the Association's claim within 14 days of disputing the Association's claim, the Owner assumes 100% responsibility for damages incurred and the Association is free to proceed with repairs under Section 5.3 of the Declaration. If the Owner's submitted dispute and documentation does not prove to the Board, in its sole and absolute discretion, that the Owner did comply with the duty to operate the heat tape, the Association shall notify the Owner and proceed with repairs under Section 5.3 of the Declaration and assess the costs to the Owner.
- (g) If an Owner experiences hardship in their Unit's operation of its heat tape, the Owner is to notify the Association.

ARTICLE 10 RIGHT OF ENTRY

Section 10.1 The Association and its duly authorized agents shall have the right in cases of an emergency originating in or threatening a unit, or in the case of circumstances existing within a unit which may affect the health or well-being of other occupants or the Association, to enter therein immediately without notice. Upon reasonable notice, occupants shall permit entry into a unit for the purpose of performing repairs, inspections to the mechanical, electrical or utility services, or routine safety inspections for the safety of properties, which, if not performed would affect the use of other units, or to otherwise ensure compliance with the Governing Documents rules and regulations. Such request shall be made in advance for entry at a time convenient to the occupant, and such consent shall not be unreasonably withheld.

ARTICLE 11 GENERAL

Section 11.1 General.

- (a) Owners and tenants are responsible for alerting the Association of any common concerns immediately (flooding, electrical problems, leaks, etc.).

- (b) Damage of Common Elements. Each Owner is fully responsible for any damage to Common Elements caused, directly, by himself or his Guests. The cost of repairing such damage shall be billed to the involved Owner and shall become an obligation just as other Association assessments.
- (c) Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body which has jurisdiction thereof.
- (d) Nothing shall be done or kept in any Unit or in or on the Common Elements or any part thereof which would result in the cancellation of the insurance on the Property or any part thereof or increase the rate of the insurance on the Property or any part thereof over which the Board or Owners, but for such activity, would pay.
- (e) The Board reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

ARTICLE 12 ENFORCEMENT OF RULES AND REGULATIONS

Section 12.1 Authority of Board. The Board or the Board's designee such as its retained Property Manager, shall be the authority for enforcing these Rules and Regulations. The Board shall have the authority to bill fees as delineated in these Rules and Regulations and after notice, to levy fines, charge violators for costs and damages, and place liens on property when fines and other charges go unpaid in accordance with the Policies and Procedures for the Enforcement of Covenants and Other Governing Documents of the Association.

Section 12.2 Owners' Responsibilities. Individual Owners will be held responsible for all expenses (Property Manager fees, attorney's fees, liens, etc.) incurred in enforcing these Rules and Regulations.

Section 12.3 No Conflict. This Article is not meant to conflict with any other Governing Documents of the Association, especially the Policy and Procedure for Enforcement of Covenants and should there be a conflict, the Policy prevails. This Article shall only apply to enforcement of the Rules and Regulations.

I do hereby certify that the foregoing Rules and Regulations for Minturn Towne Homes were duly adopted by action of the Board of Directors **on June 1st, 2025**.

**MINTURN TOWNE HOMES OWNERS
ASSOCIATION, INC.**

By: Michael Gottino
Michael Gottino, President

**Minturn Towne Homes
Rules and Regulations
Parking Variances Addendum**

Building A:

- 130 Taylor – Allowed to park standard size pickup in driveway with or without plow

Building B:

- 122 Taylor – Exclusive use of parking space left of unit

Building C:

- None

Building D:

- 101 Lions Lane – Exclusive use to park 2 cars facing north/south behind the unit's garage
- 103 Lions Lane – Shared exclusive use with units 105 and 107 of the first and third southern spots along metal fence parking, not to exceed 1 vehicle
- 105 Lions Lane – Exclusive use of the second southern spot along metal fence parking. Shared exclusive use with units 103 and 107 of the first and third southern spot along metal fence parking, not to exceed 1 vehicle
- 107 Lions Lane – shared exclusive use with units 103 and 105 of the first and third southern spots along metal fence parking, not to exceed 1 vehicle
- 109 Lions Lane – Exclusive use to park 2 vehicles directly behind unit's garage door

Building E:

- 156 Lions - Exclusive use to park 2 vehicles directly behind unit's garage door

Building G:

- 110 Lions – May park Owner's Winnebago Boldt CO license plate AUH-M99, in Unit's driveway, nose in. When it's parked on property, Owner is subject to Rules and Regulations 6.1.(e), regardless if Unit is rented.

Building H:

- 120 Lions Lane – Exclusive use to park 2 vehicles directly behind unit's garage door

Building I:

- 130 Lions Lane – Exclusive use of single parking space southeast corner of 150 Lions Lane

Building J:

- 140 Lions Lane – Exclusive use of single parking space east side of 154 Lions Lane
- 142 Lions Lane - Exclusive use of single parking space east side of 156 Lions Lane and may park Owner's Ford Transit CO license plate 839-WID, in Unit's exclusive single space. When it's parked on property, Owner is subject to Rules and Regulations 6.1.(e), regardless if Unit is rented.

Shared exclusive spots are first come first served.

The HOA Board may update, amend and revoke parking variances in its sole and absolute discretion as detailed by the HOA governing documents.

Minturn Towne Homes Vehicle Order of Parking

| Unit | Per Unit, Max Vehicles Allowed | Parking Order | | | | Maxed Order of Parking Reached |
|-------------------------------|---|---------------------|----------------------------|-----------------------|-------------------|---|
| | | In Unit's Garage | Behind Unit's Garage | Community Assigned | Community Spot | |
| Order of Parking ¹ | | 1 st | 2 nd | 3 rd | 4 th | |

Lower Parking:

| | | | | | | |
|----------------------|---|----------------|---|---|---|-----------------|
| Unit A-1, 130 Taylor | 4 | 2 | 2 | 0 | 0 | 2 nd |
| Unit A-2, 132 Taylor | 3 | 1 | 1 | 0 | 1 | 4 th |
| Unit A-3, 134 Taylor | 4 | 2 | 2 | 0 | 0 | 2 nd |
| Unit B-1, 122 Taylor | 3 | 0 ² | 1 | 1 | 1 | 4 th |
| Unit B-2, 120 Taylor | 3 | 1 | 1 | 0 | 1 | 4 th |
| Unit C-1, 116 Taylor | 3 | 1 | 1 | 0 | 1 | 4 th |
| Unit C-2, 114 Taylor | 4 | 2 | 2 | 0 | 0 | 2 nd |
| Unit C-3, 112 Taylor | 3 | 1 | 1 | 0 | 1 | 4 th |
| Unit C-4, 110 Taylor | 4 | 2 | 2 | 0 | 0 | 2 nd |

Upper Parking:

| | | | | | | |
|---------------------|---|----------------|----------------|----------------|---|-----------------|
| Unit D-1, 109 Lions | 3 | 1 | 2 | 0 | 0 | 2 nd |
| Unit D-2, 107 Lions | 3 | 1 | 1 | 1 ³ | 0 | 3 rd |
| Unit D-3, 105 Lions | 3 | 0 ² | 1 | 2 ³ | 0 | 3 rd |
| Unit D-4, 103 Lions | 3 | 1 | 1 | 1 ³ | 0 | 3 rd |
| Unit D-5, 101 Lions | 3 | 1 | 2 | 0 | 0 | 2 nd |
| Unit E-1, 156 Lions | 3 | 1 | 2 | 0 | 0 | 2 nd |
| Unit E-2, 154 Lions | 4 | 2 | 2 | 0 | 0 | 2 nd |
| Unit E-3, 152 Lions | 3 | 1 | 1 | 0 | 1 | 4 th |
| Unit E-4, 150 Lions | 4 | 2 | 2 | 0 | 0 | 2 nd |
| Unit G-3, 110 Lions | 3 | 1 | 1 | 0 | 1 | 4 th |
| Unit G-2, 112 Lions | 3 | 1 | 1 | 0 | 1 | 4 th |
| Unit G-1, 114 Lions | 3 | 1 | 1 | 0 | 1 | 4 th |
| Unit H-2, 120 Lions | 3 | 1 | 2 | 0 | 0 | 2 nd |
| Unit H-1, 122 Lions | 3 | 1 | 1 | 0 | 1 | 4 th |
| Unit I-2, 130 Lions | 3 | 1 | 0 ² | 1 | 1 | 4 th |
| Unit I-1, 132 Lions | 3 | 2 | 0 ² | 0 | 1 | 4 th |
| Unit J-2, 140 Lions | 3 | 2 | 0 ² | 1 | 0 | 3 rd |
| Unit J-1, 142 Lions | 3 | 2 | 0 ² | 1 | 0 | 3 rd |

¹Order of parking, if max is reached by 2nd, then cannot park in 3rd or 4th. If max is reached by 3rd, cannot park in 4th. If a garage space is used for storage than the Unit's max space is reduced by the storage, except if In Unit's Garage is zero.

²Fire Lane or original construction (sub-sized) limited spot.

³Shared community assigned spaces are first-come first served, may use community spot if full.