

RULES AND REGULATIONS  
OF  
THE MOUNTAINEER AT STEAMBOAT,  
A TOWNHOMES COMMON INTEREST COMMUNITY

THE MOUNTAINEER AT STEAMBOAT ASSOCIATION, a Colorado non-profit corporation (the "Association"), by virtue of authority provided in the Townhome Declaration of THE MOUNTAINEER AT STEAMBOAT (the "Declaration"), a common interest townhomes community (the "Entire Project"), and in the Articles of Incorporation and Bylaws of the Association, does hereby publish and declare the following as Rules and Regulations respecting the Entire Project and the Units, Townhomes, Common Areas and all property of the Association for common use, and respecting the use and occupancy by owners and their tenants, guests and invitees of the Townhomes and Common Area and Association property. As used in these Rules and Regulations, the terms "Adjacent Development Property," "Association," "Association Control Period," "Common Area," "Common Expenses," "Declarant," "Declarant Control Period," "Declaration," "Entire Project," "First Lienor," "Mortgagee," "Owner," "Plat," "Property," "Supplemental Declaration," "Supplemental Plat," "Townhome," and "Unit" shall have the same meanings as defined in the Declaration recorded in the real property records of Routt County, Colorado, as the same may be amended and supplemented from time to time. The terms defined in C.R.S. §38-33.3-103 shall have the same meanings when used in these Rules and Regulations.

1. Purpose. These rules and regulations are made for the purposes of promoting the best interests of owners and occupants of Townhomes in the Entire Project, to secure full, fair and safe utilization and enjoyment of the Entire Project by such owners and occupants, to protect and enhance the property values of the Townhomes, 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 and to make the Entire Project a pleasant place in which to live.
2. Applicability. These rules and regulations are applicable to all owners, and to the tenants, guests and invitees of such owners, and shall be deemed in addition to, and not in lieu of, all applicable provisions of the Declaration, Articles of Incorporation and bylaws, which shall control in the event of any inconsistency with these provisions. Each such owner is responsible and liable for the acts or omissions of such owner's tenants, guests and invitees respecting compliance with these 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 infractions of these rules and regulations, but failure to so warn shall not be an excuse for or defense of such infraction. The Declaration and the Bylaws each provide that, where these rules and regulations provide for liquidated damage sums in favor of the Association for specific violations, the failure by an owner or his guests, tenants or invitees to comply with such applicable rules and regulations shall cause, at the option of the Association and on notice to the owner, such liquidated damage sums to be a special assessment against such owner's unit, for which the Association shall have lien and collection rights specified in the Declaration. Therefore, in all cases, an OWNER IS LIABLE FOR ALL LIQUIDATED DAMAGE ASSESSMENTS 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 liquidated damage assessments as are specified in the Declaration, including foreclosure of the lien therefor against an owner's unit.
3. Tenants and Guests. Each owner who rents his Townhome 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, these rules and regulations,

and so that the Association may be better able to prevent or correct violations of these rules and regulations. If an owner subject to these rules and regulations executes a rental management agreement respecting his Townhome, the owner shall promptly notify the Association of such fact and the name and address of the rental management agent.

4. General Rules and Regulations.

A. Those exterior portions of Townhomes utilized for ingress to and egress from the Townhomes including, without limitation, exterior driveways, parking areas, stairs, stairways, walkways and entries, shall not be obstructed or used for any purposes other than for ingress to and egress from the Townhomes, except that parking for one automobile may be permitted on each driveway to a Townhome except as otherwise may be noted on the Plat or in the PUD plan for the Community, nor shall the same be utilized for the storage or placement of furniture, pets, plants, skis and ski equipment, boxes, bicycles, baby carriages, or any other articles. No boats, campers, trailers or other personal property, of whatever size, shall be stored on or allowed to remain on the Common Areas or on Association property, such as the grounds or private roads or parking areas or driveways or the public roads adjoining the Entire Project, unless approved in advance in each instance by the Association or unless placed in an area previously set aside for such purposes by the Association.

B. No owner or occupant shall make or permit any disturbing noises to be made in any Townhome by himself, his family, guests, tenants, or other invitees, nor do or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of other owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio, T.V., hi-fi, tape recorder, stereo or the like, whether within or outside of any Townhome, between the hours of 10:00 o'clock P.M. and the following 8:00 o'clock A.M. if the same shall disturb or annoy other owners or occupants.

C. Children shall not be permitted to loiter or play unattended on the Common Areas or the private road within the Entire Project or on the public roads adjoining the Property, except on the grounds or areas designated by the Association for use and play by children.

D. The water closets and other 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 or to property of the Association resulting from misuse of such sewage disposal facilities, of any nature or character whatever, shall be the liability of the owner responsible.

E. Nothing shall be thrown or emptied by the owners, or their family members, guests, tenants, or invitees, out of the windows or doors or in the Common Area, nor shall anything be hung outside of the windows or on balconies or decks or patios so as to be visible from an exterior view of a building. Nothing may be stored on or hung from balconies or decks or patios that extend above the balcony or deck or patio rail or below the balcony or deck floor.

F. No animals, livestock, pets, dogs or poultry of any kind shall be raised, bred or kept on any Unit or Townhome or the Common Areas, except for caged birds and for fish in an aquarium and except that an Owner, but not any guest or renter, may keep not more than two dogs and/or cats per Townhome which may be kept in such Unit for household enjoyment of the Owner and not for commercial purposes. No dogs or cats shall be allowed or permitted to run at large within the Entire Project, but all dogs and cats shall at all times be within a Townhome, within a fenced area adjoining the Townhome, restrained by chain or electronic collar restraint device to it's Owner's Unit, or accompanied by (and under the control of) an Owner. An owner of a dog shall not

permit such dog to bark during the night such that the barking can be heard in neighboring Townhomes. Owners of dogs shall clean up and remove the excrement of such dog as soon it has been dropped. If an Owner, or a guest, invitee or tenant of an Owner, violates this paragraph, the Owner shall be liable to the Association for liquidated damage assessments as provided in paragraph 6 herein. The written complaint to the managing agent or to any director of the Association by the owner of any other Townhome in the Entire Project, setting forth in detail the violation of these provisions by another Owner or his guest, invitee or tenant, shall require the Executive board or managing agent to assess such liquidated damages assessments after prompt notice and hearing on such complaint.

G. Trash and refuse shall not be stored or kept on any Common Area or outside of any Townhome, except in the trash collection container supplied and maintained by the Association. Each owner, tenant and guest is responsible for placing trash and refuse in tied plastic bags in the trash collection container provided by the Association. No flammable substances shall be stored on any deck or balcony.

H. Water shall not be left running for any unreasonable or unnecessary length of time in any of the Townhomes or in any structure in the Common Area or on any landscaping.

I. No exterior window shades, awnings or window guards shall be installed or used except as shall be approved in advance by the Association. No signs, posters or advertisements of any kind shall be placed on the surface of windows or doors or upon other exterior surfaces of Townhomes without the prior written approval of the Executive Board.

K. No antennae, aerial, outside wiring, exterior-vented air conditioning, or similar connection or installation shall be installed by Owners or occupants outside of any Townhome. Any such antenna, aerial or wiring erected on the roof or exterior walls of any Townhome without the prior written consent of the Association may be removed without notice. Notwithstanding the foregoing, each Townhome may install one satellite TV disk, not greater than 3 feet in diameter, for provision of television or other satellite communication services to such Townhome, provided that the location of same is first approved by the Executive Board.

L. Unless the Association gives advance written consent in each and every instance, owners and occupants shall not install or operate in the Townhomes any machinery, or equipment (other than kitchen appliances, washing machines, dryers and fans) or use any illumination other than electric light, or use or permit to be brought into any Townhome any inflammable oils or fluid or other explosives or articles deemed hazardous to life, limb or property.

M. The Executive Board, or its manager or managing agent, shall have a passkey to each Townhome. No Owner or occupant shall alter any lock or install a new lock on any door leading into the Townhome of such Owner without the Owner or occupant providing the Association with a key for use by it or by its manager or managing agent.

## 5. Parking Area Regulations.

A. Vehicles shall be parked only in designated areas. The designated areas include one parking space within each driveway to a Townhome, unless otherwise noted on the Plat or Supplemental Plat or PUD plan for the Townhomes community. Other parking areas may be constructed by the Declarant or the Association on the Common Areas. The Association or its manager or managing agent may designate certain parking spaces within such other parking areas for certain Townhomes, but the primary purpose of such other parking areas is to provide parking for visitors and guests within the Townhomes community. No vehicle belonging to an owner or to a member of his family or to his tenants, guests or invitees shall be parked in such manner as to

impede or prevent ready access to other parking spaces by other persons. Abandoned cars will be removed by the Association. No vehicle shall be left standing in a parking area or on the private road within the Entire Project or on the public roads adjoining the Property in a non-operative condition, nor shall there be any repairs, maintenance or lubrication of vehicles done on the parking areas or driveways.

B. Vehicles shall not be parked for unreasonable periods of time on the private road within the Entire Project or within the public roads adjacent to the Entire Project, except with the prior consent of the manager or the Executive Board. During winter months, the Executive Board or the Association's manager or managing agent may impose reasonable limitations or restrictions on parking in the parking areas and on the private road and driveways 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 designated for other Owners for any purpose. If the Association or managing agent designates specific parking spaces for specific Townhomes, then the Association reserves the right to remove vehicles improperly parked or left in another Owner's space, at the expense of the vehicle's owner.

6. Liquidated damages. For each and every violation or infraction of any rule or regulation specified in paragraphs 4 and 5 above, the liquidated damage sum which may be assessed by the Association on written notice to the owner shall be \$250.00, and where a violation or infraction is a continuing one, the continuation thereof for each day shall be deemed a separate and distinct violation and infraction resulting in a separate \$250.00 liquidated damage assessment. The Association shall promptly notify the Owner of a Townhome in writing of the assessment of any liquidated damage sum, and such assessment shall be promptly paid by such Owner. The Association shall have a lien upon the Townhome of the Owner who, or whose tenants, guests or invitees, violated any such rule or regulation.

EXECUTED this 3rd day of November, 2000.

THE MOUNTAINEER AT STEAMBOAT ASSOCIATION

By:

James B. Darcy  
James B. Darcy, President and Sole Director