

RULES AND REGULATIONS
OF
ANTLERS AT CHRISTIE BASE,
A CONDOMINIUM COMMON INTEREST COMMUNITY

ANTLERS AT CHRISTIE BASE, a Colorado nonprofit corporation (the “Association”) by virtue of authority provided in the Condominium Declaration for the Antlers at Christie Base Condominiums, a Condominium Common Interest Community, recorded at File No. 556495 of Routt County 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 describing the Antlers at Christie Base Condominiums. These Rules and Regulations apply to the eighteen (18) Units established under the Declaration (including the Limited Common Elements) appurtenant to such Units which are situated within the real property described in Exhibit “A” to the Declaration (all of which is hereinafter called the “Common Elements”), and respecting the use and occupancy by Owners and their tenants, guests and invitees of the Common Elements (including Limited Common Elements).

1. **Purpose.** These 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 these Rules and Regulations, capitalized terms shall have the definitions ascribed to such terms in the Declaration unless the context requires otherwise.

B. This instrument 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 the provisions of this instrument.

C. 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 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 Units 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 provides that, where these Rules and Regulations provide for fines in favor of the Association for specific violations, the failure by an Owner or his guests, or tenants or invitees of a Unit to comply with such applicable Rules and Regulation shall cause, at the option of the Association and on notice to the Owner and after hearing, such fines to be levied and to constitute a special assessment against such Owner’s Unit, for which the Association shall have a lien and collection rights specified in paragraph 7.7 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 paragraph 7.7 of the Declaration, including foreclosure of the lien therefore against an Owner's Unit.

3. **Tenants and Guests of Units.** 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, 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 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.

4. **General Rules and Regulations.**

A. The interior and exterior parking areas of the building and within the property made subject to the Declaration by Exhibit "A" to the Declaration 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 and Common Elements, 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 Common Elements except within an underground parking space exclusively allocated to a Unit as a Limited Common Element 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. 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. In order to protect pedestrian use of the Common Elements, 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 Elements or adjacent property below. 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 from 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. No spotlights shall be directed from the interior of any Unit out the windows or doors of such Unit.

E. Unless 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 for any pet which enters a Unit with a guest or invitee for a short duration during the visit of such guest or invitee to such Unit and except that (i) 2 dogs, (ii) 2 cats or (iii) 1 dog and 1 cat may be kept

and maintained by an Owner occupying the Unit. No pet shall be kept, allowed or maintained overnight on the Common Elements or property of the Association. If an Owner violates this provision, the Owner shall be liable to the Association for fines of \$25 per day as provided in paragraph 8 herein. The written complaint to the managing agent or to any director of the Association by an Owner of any Unit, setting forth in detail the violation of these provisions by an Owner, guest, invitee or tenant of any Unit, shall require the Executive Board or managing agent to give notice to the offending Owner and , after hearing on such complaints, to assess such fines.

F. Trash and refuse shall not be stored or kept on the Common Elements or the property of the Association outside of any Unit 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. No flammable substance shall be stored on any balcony.

G. 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 Elements.

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, or the fireplace flues, or any Limited Common Element allocated by the Declaration and Map for use by other persons, except for the maintenance, repair, modification, or replacement by the Association or its managing agent.

I. Subject to the provisions of the Declaration, 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 Elements or Limited Common Elements without the prior written consent of the Association or hidden behind a balcony railing 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 pass key to each Unit. No person, other than the Declarant or any affiliate of the Declarant with respect to any Commercial Unit, 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 or such lock.

5. Parking Regulations.

A. Vehicles shall be parked only within the underground parking garage and other areas within the Common Elements as designated by the Association. Unless specifically designated by the Association or its managing agent, parking of vehicles within the parking spaces not made appurtenant to a Unit for the exclusive use of such Unit 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. Abandoned cars will be removed by the Association. No inoperative vehicle shall be left or stored in parking areas, and no repairs, maintenance or lubrication of vehicles shall be preformed in the parking areas.

B. Vehicles shall not be parked on Ski Time Square Drive. During winter months, the Association or its managing agent may impose reasonable limitations or restrictions on hours of parking in any areas with 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 other Owners for any purpose. Unless otherwise approved by the Association or its managing agent based on the availability of parking spaces, no more than one vehicle per Unit shall be parked in the interior garage. The Association reserves the right to remove vehicles improperly parked or left at the expense of the vehicle's Owner.

6. Pool Regulations. The Association reserves the right to regulate the hours and days of operation of the pool, the accessibility to such pool for safety purposes, and may prohibit usage of the pool during periods of maintenance or cleaning. Additionally, no glass or other breakable items shall be allowed in or around the pool. Children under the age of 13 must be accompanied by a parent or other responsible adult while using the pool. No person under the influence of alcohol shall be permitted to use the pool. Loud, raucous, and boisterous activities in or around the pool shall not be permitted.

7. Ski Lockers. Ski lockers are Common Elements, but may be allocated by the Association to the exclusive use of a Unit.

8. Fines. For each and every violation or infraction of any rule or regulation specified in paragraphs 4, 5, and 6 above, the fine which may be assessed by the Association on written notice to the Owner shall be \$25.00 (which sum may be adjusted upwards to reflect changes in the CPI), 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 fine of \$25.00 (which sum may be adjusted upwards to reflect changes in the CPI). The Association shall promptly notify the Owner of a Unit in writing of the assessment of any find, and such assessment shall be promptly paid by such Owner. 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.

These Rules and Regulations supersede and replace all Rules and Regulations of the Association with respect to the Units which were adopted and were effective prior to this date.

EXECUTED as of the ____ day of _____.

**ANTLERS AT CHRISTIE BASE
CONDOMINIUMS
OWNERS ASSOCIATION**

By: _____
John Peddie, President