

RULES AND REGULATIONS
OF
DEER CREEK CONDOMINIUM ASSOCIATION, INC.

THE DEER CREEK CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation (the "Association"), by virtue of authority provided in the Declaration (the "Declaration") for Deer Creek Condominium (the "Project"), and in the Articles of Incorporation and By-laws of the Association, does hereby publish and declare the following as Rules and Regulations respecting the Project and the units and common elements, all property of the Association for common use, and the use and occupancy by owners, tenants, guests and invitees of the units and common elements and common property.

1. Purpose. These Rules and Regulations are made for the purposes of promoting the best interests of owners and occupants of condominium units in the Project, to secure full, fair and safe utilization and enjoyment of the Project by such owners and occupants, to protect and enhance the property values of the Project 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 and to make the Project a pleasant place in which to live.

2. Applicability. These Rules and Regulations are applicable to owners, tenants, guests and invitees of owners, and shall be deemed in addition to, and not in lieu of, all applicable provisions of the Declaration, Articles of Incorporation and By-laws, which shall control in the event of any inconsistency with these provisions. Each owner is responsible and liable for the acts or omissions of such owners tenants, guests and invitees respecting compliance with these Rules and Regulations and the Declaration. The Association or it's 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 provides that where these Rules and Regulations provide for liquidated damage sums in favor of the Association for specific violations, the failure to comply with such applicable Rules and Regulations shall cause, at the option of the Association and so on notice to the owner, such liquidated damage sum 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 therefore against an owner's unit.

3. Tenants and Guests. An owner who rents his condominium unit to a tenant or guest should advise the Association or it's Manager or Managing Agent in writing, so that the Association may be able to advise such tenant or guest, at his request, of 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

- Parking A. No vehicle belonging to an owner or to a member of the family or guest, tenant, or employee of an owner shall be parked in such manner as to impede or prevent ready access to or from owner's parking space. All traffic flow markings and signs regulating traffic shall be strictly observed. To facilitate snow removal every vehicle shall be removed from parking area as directed by Managing agent. Vehicles not removed will be towed away at owner's expense.
- Vehicle Storage B. No inoperative vehicles, campers, horse trailers, motorcycle trailers, utility trailers, or camper shells shall be stored or left on any Deer Creek Condominium parking area or property.
- Obstruction of Halls, C. Stairs, and all Common Areas** The walkways, entrances, halls, corridors, stairways, sidewalks, driveways and roads shall not be obstructed or used for any purpose other than ingress to and egress from individual units at Deer Creek Condominiums. **No unattended electrical cords, leashes, wires etc. allowed on or in common areas.**
- Exterior Decoration D. The exterior of the units and all other areas appurtenant to a unit, including fences, shall not be painted, decorated, or modified by any owner (which term includes all family members, guests, tenants and invitees of an owner) in any manner without prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- Personal Belongings E. No article shall be hung or shaken from doors, windows, balconies, or patios or placed upon the outside window sills, tails or fences of the units. All personal belongings of occupants must be kept within the unit.
- Toys F. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in or on any of the general common elements, except in areas designated by the Association or Managing Agent.
- Noise-stereo's G. No owner shall make or permit any noises that will disturb or annoy the occupants of any of the units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners, including the playing of stereo's, TV, radio or musical instruments.

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| Unit Care | H. | Each owner shall keep his, her or its unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, or over the fences thereof, any dirt or other substance. |
| Windows | I. | No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the units except as shall have been approved in writing by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association, or Managing Agent. |
| Signs | J. | No sign, notice or advertisement shall be inscribed or exposed on or at any window, fence or other part of the units, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window or over any fence of the units without similar approval. |
| Trash | K. | All garbage and refuse from the units shall be deposited with care in garbage containers or garbage truck intended for such purpose only in such manner as the Association or Managing Agent may direct. All disposals shall be used in accordance with any instructions given to the owner by the Association or Managing Agent. |
| Water Damage | L. | Waterclosets and other water apparatus in the buildings shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the owner in whose unit it shall have been caused. |
| Roof Snow Removal | M. | The Association shall arrange and pay for snow removal from the roofs of the individual units, if necessary. Such cost shall be assessed to the individual unit in proportion to his ownership interest (Exhibit B). |
| Maintenance of Balconies, Patios | N. | Each owner shall maintain his unit in good order and repair, including but not limited to keeping all landscaping thereon trimmed and maintained in a neat and orderly manner. |
| Service Work | O. | No owner shall request or cause any employee of the Association to do any private business of the owner, except as shall have been approved in writing by the Association. |
| Storage Closets | P. | Owners of units shall keep and maintain in any storage closet, bin or area, which may be assigned to such owner |

as a limited common area or otherwise, in a neat and sanitary condition at all times. Under no circumstances shall any flammable substance such as paint, gasoline, charcoal lighter, thinner, oil, etc. be kept in any individual unit or storage area.

Antennae Q No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the units, the roofs, thereon, or protrude over any fence, without the prior written consent of the Association.

Access to Units by Association R. The agents of the Association and any contractor or workman authorized by the Association may enter any unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-laws of the Association or Management Agreement. Except in case of emergency, entry will be made by pre-arrangement with the owner.

Play Areas S. Owners shall not use any sidewalks, driveways, entrances, halls, stairways and passageways as a play area.

Pets T With respect to pets, no pets other than dogs and cats shall be allowed under any circumstances. A tenant of any unit shall not be allowed to keep or maintain any pets, including dogs or cats. An owner of a unit, while such owner is occupying the same may keep and maintain cats and dogs (not exceeding 2 such animals), provided that such pets are kept under close control, such pets do not infringe upon the use and enjoyment by occupants of other adjacent units, and such owner promptly cleans any mess created by such pet on the common areas. If the owner, or a tenant of the owner, violates this provision, the owner shall be liable to the Association for liquidated damage assessments as provided herein. The written complaint to the Association's units in the condominium project, setting forth in detail the violation of these provisions by another owner or tenant, shall require such Board to assess such liquidated damage's assessments after prompt notice and hearing on such complaints.

Safety and Liability U. The Association and Management assume no liability for nor shall be liable for any loss or damage to any common or other storage area. **The association requires all owners to adhere to all applicable building codes and promote safety.**

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| Damage to Common Area | V. | Any damage to the general common elements to common personal property caused by an owner shall be repaired at the expense of that owner. |
| Door Locks | W. | The Managing Agent or, if there is no Managing Agent, the Association, shall retain a passkey to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit without prior consent, and, if such consent is given, the owner shall provide a key for the Managing Agent's or the Association's use. |
| Amendments | X. | The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations. |

5. Liquidated Damages. For each and every violation or infraction of any rule or regulation specified in paragraph 4 above, the liquidated damage sum may be assessed by the Association on written notice to the owner shall be \$10.00, 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 the \$10.00 liquidated damage assessment. The Association shall promptly notify the owner of a unit in writing of the assessment of any liquidated damage sum, and such assessment shall be promptly paid by such owner.

EXECUTED as of the 13th day of October, 1981

DEER CREEK CONDOMINIUM ASSOCIATION, INC.

Revised 11/24/2000