

**DILLON PINES TOWNHOME ASSOCIATION, INC.
RULES, REGULATIONS AND POLICIES
AKA “HOUSE RULES”**

Effective: July 31, 2016

The Dillon Pines Townhome Association, Inc. (Association”) has adopted these rules, regulations and policies (the “Rules and Regulations”), as of the 31st day of July, 2014 and pursuant to the Declaration of Covenants, Conditions and Restrictions for Dillon Pines Townhome Association, recorded with the Summit County, Colorado Clerk and Recorder on the 15th day of December, 2011 at Reception No. 981812, as it may have been or will be amended from time to time, (“Declaration”). All capitalized terms used herein and not otherwise defined shall have the meanings given to them within the Declaration.

These Rules and Regulations, except as otherwise expressly stated, apply to all Owners and their families, lessees, employees, agents, invitees and guests with respect to the use of the Units and any other portion of the Project. Capitalized terms not specifically defined in these Rules and Regulations shall have the same meaning as the meaning given to such terms in the Declaration for Dillon Pines Townhome Association.

Section 1 – Ownership, Occupancy and Temperature Control

The Owner of each Residential Unit in the Project shall heat such Unit so as to maintain a minimum temperature in the unit of no less than Fifty-Five (55) degrees Fahrenheit from October 1st of each year to May 31st of the following year in order to minimize any damage which could result from the freezing of pipes, both individual and common, which pass near or through individual Units within the Building. This minimum heating requirement must be met even when the Unit is unoccupied.

Section 2 - Health, Safety and Quiet Enjoyment

A. No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit that may be deemed a nuisance to the Owners or occupants of any other Unit, nor shall any Owner be permitted to do anything, or permit anything to be done, that may interfere with the rights, comfort or convenience of other Owners or guests.

B. Smoking is not permitted in Common Areas, including unit balconies.

C. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the Project, nor shall any Owner or occupant of a Unit endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Owner or occupant of a Unit.

D. Dumpsters are provided for the disposal of normal household waste. Use of the dumpsters for disposal of bulky, hazardous or toxic materials, including, but not limited to, construction debris, paint, flammable liquids, furniture, mattresses, appliances, carpet, carpet pad

and tires is prohibited. All waste deposited in the dumpsters shall be deposited in sealed trash bags.

E. Waste not suitable for dumpster disposal, accumulations of refuse and other unsightly objects or materials shall not be placed, kept or allowed to remain within the Project. If any Owner is in violation of this paragraph, the Association shall have the right to remove the violating materials at the Owner's expense.

F. The Board of Directors or Managing Agent shall retain a passkey to each Unit within the Project. If an Owner changes a lock on a door, the Owner shall immediately provide the Board of Directors or Managing Agent with a new key. Failure to comply could result in, and each Owner hereby authorizes, forced entry to the Unit by either the Board of Directors or Managing Agent. Failure to comply will also result in the removal or re-keying of the lock at the Owner's expense.

G. All deliveries and moving of furniture, fixtures, equipment and other household or commercial items to and from the Units shall be scheduled in an effort to avoid causing any unreasonable noise or disturbance to the Owners or occupants of any other Units. Any and all such deliveries and/or movement of furniture, fixtures, equipment and other household or commercial items to and from the Units shall take place over a period of no more than seventy-two (72) hours in any given twenty-one (21) day period, per Unit.

H. Unit Owners and occupants shall not place a load on any floor exceeding the floor load per square foot area that the floor was designed to carry and that is allowed by law or that may, in the reasonable opinion of the Board of Directors, constitute a hazard to or may damage the Building.

I. No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the project or that protrude through the walls of the roof of the project except as authorized by the Association.

J. No owner, tenant or resident shall complete any modifications or remodel to a unit without first receiving permission from the Board of Directors and acquiring proper permits from any and all applicable regulatory agency, such as the Summit County Building Department. A remodel request form (which can be obtained from the managing agent) must also be properly filled out and submitted to the Board. Proof that all such required permits have been obtained, or that permits are not required, must also be supplied to the Board. If work occurs without proper approval from the Board, a fine of Five Hundred Dollars (\$500.00) or ten percent (10%) (whichever is greater) of the total remodel expense will be assessed to the unit owner in which the work was completed.

Section 3 - Exterior Appearance

A. The balconies, patios, stairways and windows shall be used only for the purposes intended, and shall not be used for drying or hanging garments, cleaning rugs, or storing other objects including boxes, ladders, lawn or garden equipment, sporting equipment, or any other

storage items not intended for personal comfort. The Board of Directors must approve any deviation.

B. If located in, or on, common elements, personal small watercraft (i.e., canoes and kayaks) and sports equipment may be temporarily stored on a storage rack ("Rack") provided for such purpose. The onsite Rack may be removed, or may be caused to be removed, by the Board of Directors at any time provided the Board has given a 72-hour notice to all Owners of its' intent to remove the Rack, at which time all temporary common storage will cease and Owners will be responsible for removing their possessions within that time frame, or the Board of Directors may cause said items to be removed or order said items to be removed and disposed of at the Owners expense with no liability to the Association.

- (i) Any Owner wishing to utilize the Rack must first register their personal item with the Property Manager by completing a written request, which shall be made available to Owner by the Property Manager. The Property Manager will then issue a sticker to the Owner, which must be affixed to the personal item for identification purposes.
- (ii) Use of the Rack will be on a first come, first serve basis. However, each Unit shall be limited to one storage space on the Rack.
- (iii) The Association assumes no liability for loss, damage, theft, or injury due to the Rack or any items thereon.
- (iv) Owners, and only Owners, may use the Rack at their own risk.
- (v) The Rack shall be considered full when there is no additional space other than that directly on the Rack (i.e. surrounding area including the ground and nearby structure are not considered as part of the Rack). Once the Rack is considered full, no additional storage shall be allowed.

C. Use and storage of charcoal barbeque grills, in or on the Common Elements, is prohibited. Electric and gas barbeque grills, outdoor patio furniture, bird feeders and decorative items compatible with the design and style of the Project may be placed and kept outside of the Residential Units without the prior approval of the Board of Directors.

D. No exterior satellite dish, television or radio antenna shall be placed, erected, constructed or maintained within the Project without the prior approval of the Board of Directors. Any fixture attached to the exterior of a building by an Owner (after permission is granted from the Board of Directors) shall be painted to match the exterior color of the Building.

E. No tree, shrub, bush or other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, regarded, altered or otherwise disturbed, without the prior approval of the Board of Directors.

F. No aerials, or antennas of any kind shall be attached to, or hung from, the exterior of the Units, the roofs thereon, or protruded over any fence or balcony, without the prior written consent of the Association. Upon the request of Owners, the Association shall adopt a policy for the installation of satellite dishes one meter or less in diameter.

G. Owners are responsible for upkeep, maintenance, repair and replacement of individual Unit windows and sliding doors, which serve their Unit. Owners wishing to replace

Unit windows and sliding doors must complete a form describing the replacement to be completed (“Remodel Request Form”) and submit it to the Dillon Pines Board of Directors for approval prior to undertaking any Unit window or sliding door replacement. The Board of Directors shall have no more than 30 days in which to approve the Remodel Request Form, provided however, that the following minimum requirements are met.

- (i) Unit operating windows and sliding doors must be constructed with white vinyl frames.
- (ii) The white vinyl forming the frames must be kept to a minimum and must be consistent with the appearance of others in the building.
- (iii) Replacement trapezoid windows, fixed windows and transom windows must be window panels with no vinyl frames.

Section 4 - Vehicles and Parking

A. Parking of motor homes, commercial vehicles, vehicles with tandem axels, trailers of all types, boats, snowmobiles, ATV’s, or any similar vehicle deemed inappropriate by the Board of Directors in its reasonable discretion is prohibited; provided, however, that trucks or other commercial vehicles necessary for construction or for the maintenance of the Common Elements, Units or any improvements thereto, are permitted. Vehicles over 21 ft. in length are not permitted to be parked on site. If an Owner would like to request an exception to the parking rules for a limited period of time, they must do so in writing to DBorel@srgsummit.com.

B. The parking or operation of motorized vehicles in landscaped areas and Common Element areas (other than drive lanes and parking areas) is prohibited.

C. The following vehicles will be towed away immediately at the vehicle owner’s expense:

- (i) Inoperative vehicles, abandoned vehicles, or vehicles not moved in more than 10 days;
- (ii) Vehicles obstructing traffic, snow removal or trash collection or parked in a drive lane;
- (iii) Vehicles obstructing access to surface parking spaces except when properly parked therein;
- (iv) Vehicles parked in posted “No Parking” zones;
- (v) Vehicles blocking access to fire hydrants or otherwise violating fire code or health and safety laws;
- (vi) Unlicensed vehicles.

D. Owners, Owner’s co-occupants, guests and all others, shall observe the lines in the parking lot and shall park only within specified areas. In addition, vehicles shall be parked “straight in” so that they leave plenty of room for others to park in adjacent spaces. No vehicle shall be permitted to take more than one (1) space, except for Emergency Vehicles, without the approval of the Board of Directors..

E. Vehicles leaking excessive fluids are not permitted to be parked on site. If such vehicles are not removed within the specified time as dedicated by the official notice of the association, the association may tow such vehicles at the owner's expense.

F. No person shall do or permit anything to be done within the Project, or bring or keep anything herein which would conflict with the health and safety laws or with any insurance policy of the Association or with any rules of the Association or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Project.

G. A maximum of two (2) vehicles per unit are permitted on site at any one time. Additional cars may be towed at the unit owner's expense.

Section 5 - Animals

A. Only Owners are permitted to have domesticated pets at the complex. Tenants or guests shall not be allowed to keep pets of any kind on the premises. Animals may not be bred anywhere within the boundaries of the Project or anywhere on the Property nor shall animals be kept for any other commercial activity and shall only be permitted as domestic pets.

B. No pet shall be permitted to run at large in or on any of the Common Elements of the Property, but must be constrained by a leash, temporary kennel or other means. In addition, any pet constrained by any means of tie-down or chain may only be so constrained for a maximum period of four (4) hours during any one 24-hour period of time and must be accompanied at all times by an Owner. Further, if any pet is constrained through the use of a temporary kennel, the use of such temporary kennel shall not exceed forty-eight (48) hours during any one seven-day (7-day) period of time (per week). Any and all temporary kennels must be approved by the Board; however, the Board shall not approve any temporary kennel or constraint which exceeds in width beyond the exterior dividing walls of each adjacent Unit or which exceeds in length 10 feet beyond the cement or wooden patio of each Unit.

C. No pet may be tied, chained or otherwise attached to any part of the Common Elements or to a Unit except as provided for above.

D. Owners must pick up any feces left by their pets immediately.

E. Each owner shall be totally responsible for the actions of his pet.

F. Permission for an owner to keep maintain or harbor any pet may be revoked if the pet is found to be obnoxious, dangerous or a nuisance by the Board. A pet shall be considered to be obnoxious and/or a nuisance upon the issuance of three (3) pet violations during any consecutive eight-month period. In the case of the issuance of three such pet violations, and immediately upon issuance of the third (3rd) pet violation (and not *after* said issuance), notice shall also be given to the Unit Owner that permission to keep the pet at issue shall be reconsidered by the Board and may be revoked upon good cause shown.

G. Upon a finding by the Board that a pet has become obnoxious, dangerous or a nuisance, the Unit Owner involved with said pet shall have his or her privilege to harbor a pet

revoked and no pets will be permitted to be kept by any inhabitant of that particular Unit. In addition, the pet in question shall thereafter be removed within three (3) days of receiving notice from the Board of such finding of that pet's designation as obnoxious, dangerous and/or a nuisance.

Section 6 - Acknowledgement of Rules and Fines Associated Therewith

Owners shall be responsible understanding these Rules and Regulations and also for informing tenants, guests, invitees and contractors of the same, along with the potential for the assessment of fines/penalties for the violation thereof. In addition, these Rules Regulations and Policies may be amended and/or changed in their entirety by the Board of Directors. Upon any amendment or change to these Rules, Regulations and Policies by the Board, each Owner shall be provided with a new, complete set, as amended and/or changed (said provision to be made as provided in the Declaration).

Section 7 - Fines

A. Fine Schedule. The following fines are guidelines for violation(s) of the provisions of the Declaration, Bylaws, Rules and Regulations and Resolutions of the Association:

First violation:	Warning letter
Second violation:	\$50.00
Third violation:	\$100.00
Fourth violation	\$200.00
Subsequent violations:	\$200.00
Continuing violations:	\$200.00

The Board reserves the right to fine for first violations of rules that involve health and safety issues and other violations where a warning may be deemed ineffectual by the Board, in its reasonable discretion. Additionally, upon prior written notice, the Board reserves the right to levy fines in excess of the above-referenced schedule, if the fines set forth in this schedule are not likely to provide effective incentives to induce compliance.

B. Waiver of Fines. The Board may waive all, or any portion, of the fines contemplated herein if, in its reasonable discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon compliance by the Owner with the Declaration, Bylaws or Rules and Regulations.

C. Due Date. All fines shall be due and payable upon notice of the fine and will be considered late if not paid within thirty (30) days of the date that the Owner is notified of the imposition of the fine. An interest charge of twelve percent (12%) shall be invoked, plus a Fifty Dollars (\$50.00) per month late charge for each month the fine remains unpaid. All fines and late charges shall be considered an Assessment and may be collected as set forth in the Declaration. Fines shall be in addition to all other remedies available to the Association pursuant to the terms of the Declaration and Colorado law, including the Association's right to collect attorney fees as authorized by Colorado law.

Section 8 – Enforcement

A. Legal Action. The Association may, at any time, pursue legal action against an Owner to enforce the provisions of the Declaration, Bylaws, and Rules and Regulations or Resolutions without first following the notice and hearing procedures, if the Board determines that such action is in the Association's best interests. Legal Action shall also be considered an appropriate action of the Board in any situation where the Unit Owner, and/or his or her co-inhabitants, have been the cause of any three (3) violations of the Rules and Regulations, Declaration or By-Laws of the Association within any consecutive eight-month (8-month) period.

B. Reimbursement. If any Owner fails to timely pay assessments or any money or sums due to the Association, the Association may require reimbursement for collection costs and reasonable attorney's fees and costs incurred as a result of such failure without the necessity of commencing a legal proceeding.

C. Failure to Enforce. Failure of the Association to enforce the Declaration, Bylaws, Rules and Regulations and Resolutions shall not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any of the above-referenced governing documents by the Association.

Section 8 – Severability

If any provision of this document, or the application of any part thereof to any person or circumstances, is held to be invalid, the invalidity shall not affect other provisions or applications of this document which can be given effect without the invalid provisions or application, and, to this end, the provisions of this document are severable.

Certification of Adoption

The undersigned certifies that the foregoing Regulations were adopted by the Board of Directors of Dillon Pines Townhome Association, Inc. as of the 31st day of July, 2016.

Mary Kay Stewart
Secretary