

HOMESTEAD AT THREE PEAKS HOA RULES AND REGULATIONS

Purpose

To create a harmonious and attractive development and to promote and safeguard the value of property and the health, comfort, safety, convenience and welfare of Home Owners, and Occupants in the development. This document is an auxiliary document to the Declarations and Bylaws; the Declarations and the Bylaws take precedence over this document

Definitions

The terms "Common Element," "Limited Common Element," "Executive Board," "Occupant," "Home," and "Home Owner," when used in these Rules and Regulations, shall have the meanings designated in the *Declaration of Covenants, Conditions, Restrictions and Easements for Homestead at Three Peaks*, as the same may be amended from time to time.

Ownership & Occupancy

1. No Home shall be used for any purpose, other than residential purposes with the exception of home occupations which conform with Summit County and Town of Silverthorne zoning regulations and these must be approved by the Executive Board.
2. No Home shall be partitioned, subdivided or combined with another Home either by legal process or physical alterations without the prior written approval of the Executive Board.
3. No Home Owner shall offer to sell any interest under a "timesharing" or other "interval ownership" plan without the prior written approval of the Executive Board. Ownership of a home by a partnership or other legal entity comprised of four (4) or fewer families or individuals, all of whom are identified to the Executive Board, shall not be deemed to be a "timeshare" or other "interval ownership" as prohibited herein and in the Declarations.
4. An Owner shall be responsible for the actions of his tenants and guests and for their adherence to the Rules and Regulations, Declarations and By-laws. Any damage to the Common Elements, Limited Common Elements or common personal property caused by an Owner, or a member of an Owner's family or his guests or his tenants, shall be repaired at the expense of that Home Owner.
5. Home Owner shall submit Owner Rental Form to the Executive Board (through the Management Company) for approval of short term, seasonal, and Long-Term rentals. The Executive Board requires a copy of the lease for any home to be kept on file in the office of Summit Resort Group. The Home Owner shall provide 24-hour contact information to Summit Resort Group in the event there are problems with tenants.
6. Long term non-owner occupancies of 31 or more days are permitted provided that no more than a total of 8 persons may occupy a 3-bedroom home and no more than 10 persons may occupy a 4-bedroom home at any time. No non-owner occupancies of more than 30 days are permitted without prior written Board approval.

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Health, Safety & Quiet Enjoyment

1. Please be considerate of your neighbor's privacy – keep pets and children away from your neighbor's porch and gardens. Please do not walk or cut through areas close to your neighbor's home. Don't use your neighbor's sidewalks or porches unless you are going to visit them. Limited Common Elements as shown on the plat are generally for the use of individual home owners.
2. No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Home or vehicle, which may be a nuisance to the Home Owner(s) or Occupant(s) of any other Home. No exterior horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the property or improvements, will be placed or used on any portion of the Property. Loud or objectionable noise from parties is prohibited. Noise complaints will be reported initially to Summit Resort Group, who will attempt to contact the Home Owner and Occupant. If Summit Resort Group cannot resolve the problem, the Silverthorne police will be called and the Home Owner will be subject to a fine.
3. No fireworks of any kind shall be carried, stored, displayed or exploded on or over the development
4. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the development, nor shall any Home Owner or Occupant endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Home Owner or Occupant.
5. Trash is to be placed in the common HOA dumpster. Trash is not to be left outside of home. The common dumpster is for "regular household trash" only; large items such as furniture and construction debris are not permitted to be placed in the HOA dumpster.
6. Waste not suitable for trash container disposal, accumulations of refuse and other unsightly objects or materials shall be removed immediately by the owner, or failing owner compliance, at the owner's expense.
7. Any activity on Raven Golf Course grounds must comply with Raven Golf Course rules. As a matter of common sense, do not enter golf course anytime the course is open for play.
8. Smoking is prohibited on all Common Elements and Limited Common elements. Outside cultivation of marijuana is prohibited.
9. In consideration of all members of the community, the period from 11:00 pm to 7:00 am is considered a quiet period and music or other noise outdoors is prohibited.

Exterior Appearance

1. Except for the items set forth in 2, below, no item of any kind, including, but not limited to, skis, bicycles, rafts, skateboards, rugs or other surfacing materials such as carpet, tile or decorative brick, furniture, trash, construction equipment, ladders, hoses, snowblowers, lawnmowers and other lawn and garden equipment, shall be kept or stored on front or rear porches, decks or any other location visible from outside the Home.
2. Gas and electric barbeque grills, enclosed barbeque grills (hibachi or kettle style),

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enclosed portable fire pits, outdoor ("patio") furniture, bird feeders and decorative items compatible with the design and style of the development may be placed and kept outside the Home without the prior written approval of the Executive Board. All barbeque grills should be kept a safe distance away from the building. Bird feeders can either be hung from a rear porch wall or hung from its own surface stand and may not be hung from gutters. Bird feeders should be taken indoors each night. Open charcoal barbeque grills and open fire pits are prohibited.

3. No clothing, swimsuits, towels, laundry or unsightly items shall be placed, hung or kept on gutters, porches, decks, railings or any other location visible from outside the Home.
4. Sheets, blankets, bedspreads, towels and similar materials shall not be used for window coverings. Window coverings shall be maintained in good repair and present a color of white, off-white or natural wood when closed and viewed from outside the Home. Safety and solar control film may be lightly tinted with neutral color only, with 35% visible light transmittance or higher. However, installation of window film may affect your window warranty.
5. Garage doors shall be maintained in good repair and remain closed except when vehicles are entering or exiting a Home's garage or for short periods of time in connection with nearby outdoor activities.
6. No exterior television or radio antenna shall be placed, erected, constructed or maintained within the development without the prior written approval of the Executive Board. Requests for satellite dishes must be submitted in writing to Summit Resort Group, who will oversee their placement in a Board approved location. Satellite dishes must be no more than 18" in diameter and no more than one dish per home is allowed.
7. Radon mitigation system installations must be approved in advance by the Executive Board, which has the final authority as to where they may be placed and how they must be painted or otherwise screened.
8. No signs of any kind will be displayed to the public view on or from any portion of the Property except: a) "For Sale" signs complying with the ENPHA sign criteria, provided that no more than one sign is erected and such sign does not exceed a total face area of six (6) square feet, and b) "Security System Monitoring Notice" signs, and c) other signs approved by the Executive Board. All signs and boxes are explicitly prohibited from being attached to home exteriors or displayed in home windows.
9. No enclosure, structure, outbuilding or facility of any kind, including, but not limited to, fences, barriers, animal pens, posts, poles, clotheslines, mailboxes, ditches, trenches, driveways, walkways, stairs, playhouses and sheds, shall be placed, erected, constructed or maintained by any Home Owner or Occupant.
10. No tree, shrub, bush, other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, regraded, altered or otherwise disturbed, without the prior written approval of the Executive Board.
11. No work of any kind shall be done upon the exterior building walls or upon the Common Elements or Limited Common Elements by any Home Owner without the prior written consent of the Executive Board.

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Vehicles & Parking

Parking in the development is limited by covenant and by zoning regulations. Outdoor parking is limited to not more than two permanent vehicles per Home, without the prior written consent of the Executive Board. The primary parking spaces for the exclusive use of each Home are in the Home's garage and the driveway immediately in front of the garage.

1. During the winter months, parking is prohibited at all times in designated snow storage areas. During non-winter months, if overnight parking to accommodate guests, Summit Resort Group must be notified at least one day in advance of how many vehicles and for how long.
2. Outdoor parking of motor homes, campers, camper shells, buses, vehicles with tandem axles, trailers of all types, boats, snowmobiles, ATVs, motorcycles, vehicles of length over 15'6" or height over 7'6", shall be permitted for a maximum of one week. Outdoor parking of construction related equipment such as backhoes, loaders, snowplows, and trucks over one ton shall be prohibited. Personal vehicles designed for use by the physically handicapped and licensed as such shall be exempt as well as emergency vehicles per applicable Colorado Statute. Any vehicle that displays advertisement of any business or product shall be required to park in the garage of the home.
3. Garages and designated parking spaces (designated as either a part of a Home, a Limited Common Element or as a part of Common Elements) are restricted to use as access or as a parking space for vehicles.
4. The conversion or alteration of garages into living areas, storage areas, work shop areas, or any other modification or alteration of the garages which would hinder, preclude or prevent the parking of the number of vehicles for which the garage was originally designed is prohibited, without the written consent of the Executive Board.
5. Each Owner shall keep any garage door of their Home or assigned parking closed as frequently as possible, such that the visual effect of open garage doors are avoided and the contents therein are concealed from view from other Homes and the streets.
6. The parking or operation of motorized vehicles in landscaped, groomed, open space, or wetlands areas is prohibited.
7. Mechanical work of any kind outside a garage home is prohibited. Mechanical work on a vehicle within a garage is only permitted upon the home owners' vehicles.
8. Vehicle owners shall cooperate with snow removal efforts by moving vehicles.
9. The following vehicles will be towed away immediately at the vehicle owner's expense or at the expense of the home owner:
 - a. Vehicles obstructing traffic, snow removal or trash collection.
 - b. Vehicles obstructing access to another Home's parking spaces.
 - c. Vehicles parked in posted "No Parking" zones and by fire hydrants.
 - d. Vehicles parked in landscaped, groomed, open space, or wetlands areas.
10. No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in a Home or within the Commhomey except operable, collectible and/or special vehicles may be stored in garage areas. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer (excluding operable, collectible and /or special vehicles), or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted

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vehicles parked by Home Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles. In the event that the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle may be conspicuously placed upon the vehicle or may be mailed to the appropriate Home Owner. If the abandoned or inoperable vehicle is not removed within seventy-two (72) hours after providing such notice, the Association shall have the right to remove the vehicle, and the owner thereof shall be solely responsible for all towing and storage charges.

11. Any member of the Executive Board or its designated managing agent shall have the authority to redirect or restrict the parking of any vehicle to facilitate traffic flow, parking access, snow removal or trash collection.

Structural Alterations

1. No structural, color, or cosmetic alteration to any Common Element, Limited Common Element or Home, including, but not limited to, the removal or relocation of any interior wall or the construction, reconstruction, replacement, removal or addition of any skylight, window, door, wall, deck, railing, air conditioning or heating home, vents, hot tub, awning or light fixture visible from outside the Home may be made without the prior written approval of the Executive Board.
2. Any Home owner desiring to make any alteration shall submit plans and specifications to the Executive Board (through the Management Company), no less than 30 days in advance of such alteration, showing the nature, kind, shape, height, materials and location of the proposed alteration(s) in sufficient detail so that the Board may make an informed decision. Any costs incurred by the Board in making such decision shall be assessed to the applicant.
3. Tradespeople, workers or contractors hired to perform work within the development, including individual houses, shall be licensed and insured pursuant to Summit County building codes and other applicable regulations.
4. All work shall be performed in accordance with applicable Summit County building codes.
5. All construction debris shall be removed from the development at the Home Owner's expense.
6. Noise from construction is prohibited from 6:00 p.m. to 7:59 a.m. daily.

Animals

1. No animal of any kind shall be raised, bred or kept within the development, except that dogs and cats may be kept in combination not to exceed two (2) in number. In addition, small caged birds and small pet fish such as goldfish and tropical fish may be kept. No other animal may be kept without the prior written approval of the Executive Board.
2. No kennels or fenced-in areas for confinement of animals shall be permitted.
3. Dogs may be tethered only when the owner is on the premises.
4. Pets shall not be allowed to endanger the health or safety of any person or animal, nor shall they be allowed to annoy any Home Owner or Occupant, or disturb the peace of any other person by habitual or persistent barking, howling, yelping or whining or by being threatening in any way.
5. Pet owners must clean up after their pet(s) by picking up the feces in a sanitary bag and disposing of it properly.

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6. To minimize chances of attracting nuisance wildlife on the Property, dogs and other pets shall not be fed outside.
7. Damage to any landscaping, wetlands or open space, Common Element or Home caused by any pet shall be repaired at the home owner's expense.

Enforcement & Penalties

1. Homeowners shall be responsible to inform Occupants, guests, tradespeople, contractors and workers of the contents of these Rules and Regulations.
2. Situations not covered by these Rules and Regulations shall be resolved by the Executive Board in its sole discretion.
3. Violations of these Rules and Regulations, as well as violations of the Declarations of Association ("Declarations") and Bylaws of Association ("Bylaws") shall subject the Home Owner to the following potential penalties at the discretion of the Executive Board:
 - a. The Executive Board (through the Management Company) shall have the discretion to issue a warning notice to have a violation corrected within 24 hours for violations that constitute a danger or nuisance, such as interfering with snow plowing operations. Violations that affect the quiet enjoyment of other Occupants may subject the Home Owner to either a warning or a fine of up to \$100 at the discretion of the Executive Board. If the police must be called to handle a violation, the Home Owner will be subject to a fine of up to \$250 at the discretion of the Executive Board.
 - a. The Executive Board (through the Management Company) shall have the discretion to issue a warning notice to have a violation corrected in twenty calendar days of the first violation of the rules where the violation does not constitute a danger or nuisance, such as using a garage solely for storage. Violations that affect the quiet enjoyment of other occupants may subject the owner to either a warning or a fine of up to \$100 at the discretion of the Executive Board.
 - b. Each additional violation within a 30-day period or continuing violations that are not corrected within twenty days of notice shall subject the Home Owner to an additional warning or to a fine of \$50 to \$100 per violation at the discretion of the Executive Board.
 - c. If a continuing violation is not corrected as set forth above, an additional \$100 fine may be assessed for every 30 days so long as the violation continues unabated.
 - d. In addition, the foregoing notwithstanding, for any violation for the discharge of oil or other vehicular fluids, or major vehicle repairs, the violation shall be assessed a minimum mandatory fine of \$100 plus the cost of any clean up required.
4. A homeowner notified of a violation shall have twenty (20) days from the postmark date of any notification to file a written protest and shall have the right to appear in person, by representative or written response at the next meeting of the Executive Board. It is the responsibility of the Home Owner to notify the Executive Board (through the Management Company) when a violation is corrected so that an inspection may be conducted to verify compliance with these Rules and Regulations.
5. The decision of the Executive Board shall be final. All fees, charges and penalties imposed by the Executive Board and costs incurred by the Association in enforcing these Rules and Regulations, the Declarations and Bylaws shall be considered

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- assessments enforceable against Homes and Home Owners.
6. All owner complaints, requests, problems or other issues subject to Executive Board consideration must be submitted to a member of the Executive Board (through the Management Company) in writing. No phone calls for the above purposes shall be accepted by a Board member except in cases of emergency. The Executive Board (through the Management Company) shall respond to a petitioning Owner within a reasonable period of time from receipt of written notice.
 7. The Executive Board shall have the authority to take any additional remedial action it deems appropriate, including, but not limited to, the filing of a lien, the filing of an action for injunctive relief or money judgment, or the filing of a suit for unlawful detainer.
 8. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in any common or limited common element of the complex.

Adoption & Amendment

These Rules and Regulations were duly adopted by the Executive Board of Homestead at Three Peaks Homeowners Association on November 4, 2019.