Schedule A Rules and Regulations Revised: October 2013

These Condominium Rules and Regulations are adopted for the benefit of the owners of condominiums at Creekside Condominiums, hereinafter referred to as the "condominiums". They are intended to contribute to preserving the clean, attractive natural environment and to assuring the peaceful enjoyment of the condominium. They are intended to protect and enhance the value of the owner's property in the condominiums. They are not designed to unduly interfere, restrict, or burden the use of the property.

Enforcement of Rules and Regulations

The Board of Directors, hereinafter referred to as the "Board", has the authority to institute a schedule of reasonable charges against the owners or their agents for violation of these Rules and Regulations, the By-laws, the Declaration, and the Articles of Incorporation. The Board shall implement reasonable procedures including notice of alleged violations and opportunity to be heard by a grievance committee. Owners are required to pay all fees, charges, and penalties imposed by the Board and costs incurred by the Association in enforcing these Rules and Regulations and the By-laws and Condominium Declaration of the Association. Each day that a violation continues after notice shall be considered a separate violation.

The Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations, the By-laws, or the Declaration, including assessment of charges and penalties, the filing of a lien, the filing of an action for injunction or money judgement, or filing of a suit for unlawful detainer.

Penalty Schedule

- 1st Offense A written warning
- 2nd Offense \$100.00 Assessment against the owner(s) of the unit
- 3rd Offense \$200.00 Assessment against the owner(s) of the unit
- 4th Offense \$350.00 Assessment against the owner(s) of the unit

All residents of the condominiums and their guest(s) are required to abide by these rules, which are meant to supplement the provisions of the Condominium Declaration and By-laws of Creekside Condominium Association.

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations by the Board.

- There will be no littering. Paper, cans, bottles, cigarette butts, and other trash are to be deposited only in appropriate closed receptacles. Under no circumstances are such items to be dropped or left in the common area of the condominium development. Trash receptacles may be placed in common area only at times and places as designated by the Board. Garbage is not to be placed or left in common area, whether or not contained in a receptacle, except as designated by the Board.
- 2. Outdoor common area, such as grounds and the like, shall be used only for recreational purposes, purposes of access, except for those temporary activities such as dining, art shows, exhibits, etc., which may be approved by the Board. No use of the common area shall be conducted to damage or increase the maintenance of any part of the condominium development or to disturb other people.
- 3. There shall be no organized sport activities, picnicking, or fires, including barbecue fires in the common area, except as approved by the Board.

- 4. No condominium shall be used at any time for business or commercial activity; provided, however, that the owner may use the condominium for rental purposes to short-term or long-term residents for residential living. Long-term rentals are considered more than 30 days. No more than 2 unrelated adults shall occupy a unit for long-term rentals. Lessee guests can have overnight guests a maximum of 7 nights.
- 5. Changes affecting the appearance of the exterior of the buildings such as, but not limited to, decorations, television and radio antennas, awnings, signs, sunshades, air conditioning equipment, fans, screens, terrace or balcony covers and enclosures shall be made only with the consent of the Board. Owners shall be responsible to keep their limited common area clean and free from any unsightly objects and free from noxious or offensive odors.
- 6. When not in use, bicycles, sporting goods, toys, cooking equipment (except barbecues), baby carriages, inside furniture, and other personal articles must be kept within the unit or in limited common area so as not to be exposed to the view of other owners.
- 7. No clothes, linens, signs, television antennas, refuse, air conditioning equipment or similar materials or equipment shall be hung from windows, placed on window sills, or placed in such a way as to be exposed to the view of the other owners without the prior written consent of the Board. Outdoor clothes lines or other clothes drying or airing facilities are not permitted in the condominium development.
- 8. Improvements, maintenance, repair, and landscaping of the common area shall be done only under the direction of the Board, and shall be treated as a common expense item, except that repair of damage caused by unreasonable or unauthorized use of the common area shall be assessed wherever possible, to the owner or lessee responsible for such use.
- 9. Owners may plant flowers in the immediate vicinity of their units, with prior approval of the Board. The type of planting must blend in with the overall landscaping of the condominium development.
- 10. Firewood that is not kept within a unit shall be piled and stored on unit's deck only.
- 11. Owners will be held responsible for the actions of their lessees, children, pet(s), and their guest(s).
- 12. Any unit used for long-term rental (more than 30 days) is prohibited from having pets of any kind. Owners may have pets with consent of the Board. Guest of owners may have pets no more than 7 nights. Owners, lessees, and guests will daily clean up all do excrement. If pets create noise, are allowed to run loose without supervision in the common area or in anyway create a disturbance or unpleasantness, the Board may withdraw its consent, in which case the pet must be removed from the condominium development. Each owner shall be responsible for the actions of their pets and shall hold the Board harmless against loss or liability of any actions of their pets within the condominium development.
- 13. No owners, lessees and guests shall cause, produce or create any loud unreasonable sounds, so as to create offensive sounds or conditions which are a nuisance or a menace to the health, comfort and safety of other units, which includes, but are not limited to the following: Frequent and habitual use of a radio, stereo, television, tape or CD player, musical instrument, phonograph, loud speaker system, or other machine or device for the production or reproduction of sound, or any other audible nuisance, which creates unreasonable loud and disturbing noises of such character, intensity and duration so as to disturb the peace, quiet, and comfort of any reasonable person of normal sensitivity residing in Creekside Condominiums.

- 14. Each unit is entitled to one non-designated parking space in the parking area. Owners shall be responsible to see that neither they nor their lessee, or guests interfere with the right of other owners to exercise this privilege. All vehicles must be registered, licensed, and insured as required by the State of Colorado. No storage of vehicles is permitted. Each vehicle must be removed from the Creekside parking area at least once per week. On snow days, vehicles need to be moved in the early morning hours for snow removal operations.
- 15. Boats, trailers, or campers are not allowed to be parked on a regular basis or overnight within the condominium development except with the permission of the Board.
- 16. The speed limit for all vehicles within the condominium development is 15 mph. All vehicles shall be restricted to the access roads and parking lots in the condominium development.
- 17. The Board shall retain a passkey to each unit. No one shall alter any lock or install any new lock on any door leading into their unit without the prior consent of the Board.
- 18. Only owners may have access to storage areas. All storage areas are under the control of the Board. Open storage areas are to be used for bicycles and skis ONLY. The Board must approve any other items stored in this area. Owners, lessee, and guests may use the Laundry Room.
- 19. Complaints of violations of these Rules should be made to the President. If the complaining Owner(s) is not satisfied with the result of such complaint, the owner(s) should state the complaint in writing and forward it to the Board. If the Board feels the complaint is justified, it will take whatever action it deems necessary.
- 20. Any consent or approval of the Board given under the Rules shall be revocable at anytime.
- 21. These condominiums Rules can be revised at anytime by the Board as conditions warrant, provided a written communications is sent to each owner advising the owner of the change. Any consent or approval of the Board pursuant to these Rules shall be revocable.
- 22. The Board, in it discretion, may delegate its powers and duties with respect to the granting of consents, approvals, and permissions under the Rules, to a "Manager".
- 23. The terms "Condominium Declaration", By-Laws", "Board", "Common Expense", "Unit", "Manager", "Condominium Rules", and "Owner" used in these Rules shall have the same meaning as set forth in the Condominium Declaration for Creekside Condominiums.