

**RULES AND REGULATIONS
OF FOX SPRINGS CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.**

FOX SPRINGS CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC., a Colorado nonprofit corporation (the "Association"), by virtue of authority provided in the Condominium Declaration of Fox Springs Condominiums recorded at Reception Number _____ of the Routt County, Colorado Clerk and Recorder 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 respecting the Units and Common Areas described in the Declaration.

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 and general welfare of the Owners and occupants of Units.

2. Definitions; Applicability.

A. Throughout these rules and regulations, capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration and articles of incorporation and bylaws of the Association.

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, licensees, agents 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, guests, licensees, agents and invitees 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, licensees or invitees of a Unit to comply with such applicable Rules and Regulations 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 Default Assessment against such Owner's Unit, for which the Association shall have a lien and collection rights specified in 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, LICENSEES AND INVITEES OF SUCH OWNER.** The Association reserves all remedies for collection of such fines as are specified in the Declaration, including foreclosure of the lien therefor against an Owner's Unit.

D. All provisions of these rules and regulations apply to the Units and to the Owners, occupants, guests, tenants, licensees and invitees thereof and to the Common Area(s).

E. The Association may, pursuant to the Declaration and the Bylaws, adopt additional rules or regulations, whether like or unlike this instrument, which regulate and apply to the Units and/or Common Areas.

F. The Association may, pursuant to the Declaration and the Bylaws, amend or delete any of these rules and regulations.

3. Tenants of Units.

Each Owner that rents or leases its Unit shall advise the Association or its manager or managing agent in writing of such fact. In the event that any such tenant(s) determines to sub-lease or assign its rental or lease rights, then the Owner and/or Owner's tenant shall similarly advise the Association or its manager or managing agent in writing of such fact.

No nightly rentals or similar arrangements may be entered into for any Unit. Any and all lease arrangements for a Unit shall be for a minimum six (6) month term.

4. General Rules and Regulations.

A. Owners and occupants of Units shall not play or allow to be played any musical instrument, radio, TV, video game, stereo or other sound-producing equipment, whether within or outside of any Unit, between the hours of 10:00 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.

B. The toilets and sewage disposal apparatus shall not be used for any purpose other than for disposal of human waste, and no sweepings, rubbish, rage, papers, ashes, diapers, sanitary pads or other similar items or substances shall be thrown therein. Any damage to the property of others, including the Common Elements or property of the Association, resulting from misuse of such sewage disposal facilities shall be the liability of the Owner responsible for such misuse.

C. In order to protect pedestrian use of the Common Area(s), no trash or objects shall be thrown or tossed by any Owner, occupant, tenant, licensee, guest, or invitee of a Unit out of a window or door or balcony of a Unit onto the Common Area or adjacent property. 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 by pedestrians by the balcony railing, without the prior written consent of the Association. The sole exception to the restriction in the previous sentence shall be reasonable patio furniture and one gas grill. 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. No artificial turf or other similar material may be placed on the exterior of the Unit for purposes of pet waste alleviation.

D. Noxious, offensive or illegal trades, services or activities, including but not limited to any commercial cultivation of marijuana or cannabis-related products, shall not be conducted within the Project, nor shall anything be done therein which constitutes a nuisance to the Owners of other Units, or their tenants, by reason of unsightliness, the excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid waste, smoke or noise.

E. Except as otherwise approved by the Executive Board, one (1), non-dangerous cat, dog, or bird may be kept and maintained by an Owner occupying a Unit, subject to the following initial Rules and Regulations as the same may be amended from time to time by the Executive Board, and provided further that no such animal shall be raised, bred or kept for commercial purposes. Additional pet rules are as follows:

(i) Fines at the rate of \$100.00 per violation, or at such other rate as the Association shall establish from time to time, for each and every violation of the Rules and Regulations set forth herein or as adopted by the Association from time to time.

(ii) No pet shall be permitted to bark or otherwise disturb the peace, or in any other manner to disturb or bother an Owner, or an Owner's family members, guests, invitees, licensees or tenants.

(iii) No pet shall be permitted outside the exterior walls of a Unit unless such pet is on a leash and is accompanied by the Owner of the Unit upon which such pet resides, or a family member, guest or invitee of such Owner.

(iv) The Owner of a Unit upon which a pet resides shall be responsible for the immediate removal of any and all fecal material deposited upon any portion of the Property, including but not limited to the Common Area(s), and including the Units located on the Property.

(v) The Owner of a Unit upon which a pet resides shall be strictly liable for any and all damages caused by such pet, including but not limited to property damage and personal injury, and for the costs, expenses and attorneys' fees of any person damaged or injured by the actions of such pet, and each such Owner of a Unit upon which a pet resides, by accepting title to a Unit, hereby confesses judgment on the issue of liability, without regard to negligence, for the damages or injuries caused by any pet residing upon such Owner's Unit.

(vi) The Executive Board of the Association shall have the absolute authority to mandate the permanent removal from the Property of any pet whose conduct is the source of ongoing irritation or disturbance or danger to any other Owner, or the family members, guests, invitees, licensees, or tenants of such Owner, or of any unauthorized or unregistered pet. The expenses of such removal and/or commitment shall be paid from by Owner and further assessed as a special assessment for any amounts not paid in a timely manner.

F. Refuse, garbage, trash, plant clippings, plant waste, compost, scrap or debris of any kind shall not be kept, stored or allowed to accumulate on any Unit or on the Common Area(s) or the property of the Association outside of any Unit and shall be promptly disposed of in proper receptacles. Each Owner, occupant, tenant, and guest of a Unit is responsible for placing trash and refuse in tied plastic bags in proper trash collection containers or receptacles and such shall be the sole responsibility of each Unit and not the responsibility of the Association. No Owner, occupant, tenant or guest of a Unit shall allow trash and/or refuse to accumulate in the Common Area(s). There shall be no open fires, incinerators or burning of rubbish or trash within the Project.

G. There shall be no outside storage of building materials, supplies, tools or equipment. No flammable substance shall be stored on any balcony.

H. 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 Areas.

I. No person shall interfere in any manner with the exterior lighting of the building or with any heating, mechanical or other systems, or the fireplace flues except for the maintenance, repair, modification, or replacement by the Association or its managing agent.

J. Established drainage patterns within the Project shall not be modified or interfered with by anyone other than approved employees, agents, or contractors of the Association.

K. 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 Area(s) without the prior written consent of the Association or hidden behind a balcony railing may be removed by the Association without notice with all charges assessed to such applicable Owner as a special assessment.

L. 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 Areas any hazardous substance, as such term is defined by CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) or RCRA (Resource Conservation and Recovery Act) or implementing regulations or any other applicable federal, state or local law or regulation.

M. The Association's managing agent shall have a passkey or master key to each Unit. No person, other than the Declarant, 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 for such lock.

N. A Unit Owner may not be prohibited from displaying the American flag on their property, in the windows of their units, or on their balconies as long as the display

complies with the Federal Flag Code, 4 USC 4-10. The Association is permitted to regulate the location and size of flags and flagpoles within the Association community, but it may not ban them all together.

The Association may not prohibit a Unit Owner from displaying a service flag with a star denoting the service of the Unit Owner or a member of the Unit Owner's immediate family in the active or reserve military service during a time of war or armed conflict. The Association is permitted to make reasonable rules to regulate the size and method of the display of service flags, but it must at least allow flags that measure nine inches by sixteen inches, and it must allow these flags to be displayed on the inside of a window or door of the Unit Owner's residence. At its discretion, the Association may allow flags larger than nine by sixteen inches.

The Association may ban the display of political signs on Unit Owner's property or in their windows earlier than 45 days before Election Day and later than seven days after an election, but the Association may not completely prohibit the display of such signs. Further, the Association may regulate the size and number of political signs consistent with the applicable local ordinance that addresses this issue. Absent such local ordinance, the Association allows at least one political sign per political office or ballot issue with the maximum dimensions of 36 inches by 48 inches.

O. Owners shall ensure that the behavior of children of Unit Owners, tenants or occupants, and any of their guests, licensees or invitees shall be non-offensive and reasonable. The Executive Board of the Association shall have the sole authority, at the Board's discretion, to limit children's outside activities in the common areas.

P. No use shall be made of any Unit or the Common Area(s) which would in any manner violate any law, statutes, rules and/or regulations of any governmental authority that has jurisdiction over the Fox Springs Condominiums project.

Q. Neither the Units nor the Common Area(s) shall be used for any commercial purposes except for professional and home occupation uses which meet applicable zoning and other regulations and do not contain any external evidence of such occupation.

R. No fireworks or firearms shall be discharged on or around the Units or the Common Area(s) at any time.

S. The Owner, occupant or tenant of each Unit shall be solely responsible for removing snow, ice and other debris from the balconies, and other areas appurtenant to each Unit.

T. The Owner, occupant or tenant of each Unit shall ensure that the temperature of their applicable Unit is maintained at a minimum of 57 degrees Fahrenheit during the time period from October 1 to May 31 of each year in order to prevent freezing of pipes. The Association or its designated agent shall have the specific right of entry into any Unit in order to ensure that this temperature control is met. This temperature requirement shall be in effect regardless of the occupation, or lack thereof, of any Unit.

U. No solicitation or marketing of any kind whatsoever shall be allowed upon the Fox Springs Condominiums project without the express prior written approval of the Association Board of Directors, which approval may be granted or denied in the sole and absolute discretion of said Board.

V. The Unit Owner and his/her/its tenants, occupants, guests, invitees, and licensees expressly ASSUME THE RISK of the usage of any and all Common Area(s) and understand that neither the Declarant nor the Association provides any warranty of any kind whatsoever regarding the fitness for particular purpose or any other warranty regarding the usage of any improvements constructed upon the Common Area(s) or any other area of the Fox Springs Condominiums project.

W. The Owner, occupant or tenant of each Unit shall comply with appropriate written notice from the Association which requires said individual(s) to cooperate regarding maintenance or usage of the heat tape.

X. The Owner of each Unit shall ensure that each occupant or tenant is made aware and receives a copy of all governing documents related to the Association and the Unit, including but not limited to Articles of Incorporation, Bylaws, Rules and Regulations, Responsible Governance Policies, and the Declaration.

Y. Smoking shall not be allowed in the Common Area(s) of the Fox Springs Condominiums project

5. Parking Regulations.

A. Respective parking spaces have been designated for each Unit as a limited common element on the Plat. Owners shall be entitled to park either one (1) car in a single-car garage or up to two (2) cars in a two-car garage, such garages as may be designated to their respective Unit(s). In addition, each Owner shall be entitled to park one vehicle in the single driveway space located immediately outside of such Owner's garage door, so long as such vehicle does not in any way encroach into any space outside of the applicable driveway space.

B. Except as approved by the Executive Board, there shall be no storage of boats, trailers, campers, recreational vehicles, motorcycles, snowmobiles, tractors or other equipment or vehicles of any kind at the Project other than inside garages or in designated and approved storage areas (if any exist). For purposes of clarification, but without any limitation, a trailer is defined as a wheeled vehicle that does not have a motor and that relies on a separate motorized vehicle to propel it for its intended use. Some examples of trailers include, but are not limited to, snowmobile trailers, pop-up campers, landscaping trailers, motorcycle trailers, and any similar "tow-behind" trailers. Abandoned or inoperable vehicles or equipment of any kind shall not be parked or stored within the Project. Vehicles or equipment shall not be repaired or serviced in the Project. All vehicles of Unit owners or renters within the Project shall be parked in their respective garages or driveway spaces at all times. The Association shall have the right,

but not the obligation, to remove improperly parked or stored vehicles at the expense of the owner thereof, and the cost thereof shall become an assessment against the Unit of the owner who or whose occupant parked or stored the vehicle. The Association and the Declarant shall not be liable for any loss or damage resulting from such removal.

C. During the time from approximately May 1 to October 31 of each calendar year, some parking spaces shall be made available by the Association. These parking spaces shall be used for visitor and overflow parking ONLY and not for Unit Owner parking purposes. During winter months (i.e. November 1 through April 30), the overflow spaces shall not be available due to the need to accommodate snow removal and storage.

D. An Owner shall not use, nor shall he permit his family, guests, tenants, licensees, or invitees to use parking spaces assigned by the Association to other Owners for any purpose. The Association reserves the right to remove vehicles improperly parked or left at the expense of the vehicle's owner.

6. Usage of Common Areas. The Association reserves the right to regulate the hours and days of operation of the Association's Common Areas, the accessibility to such Common Areas for safety purposes, and may prohibit usage of the Common Areas during periods of maintenance or cleaning. Additionally, no glass or other breakable items shall be allowed in or around the Common Areas. No person under the influence of alcohol or other drugs shall be permitted to use the Common Areas. Loud, raucous, and boisterous activities in or around the Common Areas shall not be permitted.

7. Fines. For each and every violation or infraction of any rule or regulation specified above, the fine which may be assessed by the Association on written notice to the Owner shall be \$100.00, 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 a separate fine of \$200.00. The Association shall promptly notify the Owner of a Unit in writing of the assessment of any fine, 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, licensees, 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, if any.

DATED: _____, 2019.

[SEE NEXT PAGE FOR SIGNATURES]

**FOX SPRINGS CONDOMINIUMS HOMEOWNERS
ASSOCIATION, INC.**

By: _____
FOX SPRINGS DEVELOPMENT, LLC
Peter Kreissig, Manager/Member

By: _____
FOX SPRINGS DEVELOPMENT, LLC
Kim Kreissig, Manager/Member