

COPY

RULES AND REGULATIONS

OF

THE EAGLERIDGE-ATRIUMS CONDOMINIUMS

THE EAGLERIDGE-ATRIUMS UNIT OWNERSI ASSOCIATION, a Colorado non-profit corporation (the "Association"), by virtue of authority provided in the Substituted Condominium Declaration (the "Declaration") for The EagleRidge-Atriums Condominiums (the "Condominium Project"), and in the Amended and Restated Articles of Incorporation and the Bylaws of the Association, does hereby publish and declare the following as Rules and Regulations respecting the Condominium Project and the units and general common elements (including limited common elements) and all property of the Association for common use and respecting the use and occupancy by Owners and their tenants; guests and invitees of the general common elements (including limited common elements) and Association 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 Condominium Project, to secure full, fair and safe utilization and enjoyment of the Condominium Project by such Owners and occupants, to protect and enhance the property values of the condominium 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 Condominium Project a pleasant place in which to live.

2. Applicability. These rules and regulations are applicable to all Owners, and to the tenants, guests and invitees of such Owners, and shall be deemed in addition to, and not in lieu of, all applicable provisions of the Substituted Declaration, amended, and Restated Articles of Incorporation and Bylaws, which shall control in the event of any inconsistency with these provisions. Each such Owner is responsible and liable for the acts or omissions of such Owner's tenants, guests and invitees respecting compliance with these rules and regulations and the Substituted Declaration, Amended and Restated Articles of Incorporation and Bylaws. The Association or its 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. Paragraph 6 of the Substituted Declaration provides that, where these rules and regulations provide for liquidated damage sums in favor of the Association for specific violations, the failure by an Owner or his guests, tenants or invitees to comply with such applicable rules and regulations shall cause, at the option of the Association and on notice to the Owner, such liquidated damage sums to be a special assessment against such Owner's unit, for which the Association shall have lien and collection rights specified in paragraph 8 of the Substituted Declaration.

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 paragraph 8 of the Substituted Declaration, including foreclosure of the lien therefor against an Owner's unit,

3. Tenants and Guests. Each Owner who rents his condominium unit to a tenant or guest should advise the Association or its manager or managing agent in writing of such fact, so that the Association may make available to such tenant or guest, at his request, 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,

A. Those portions of a building utilized for ingress to and egress from the condominium units including, without limitation, stairs, stairways, stairwells, exterior walkways, entries, and planters shall not be obstructed or used for any purposes other than for ingress to and egress from the condominium units, nor shall the same be utilized for the storage or placement of furniture, pets, plants, skis and ski equipment, boxes, bicycles, baby carriages, or any other articles, except that the Association may place and care for plants and flowers in the planters. No boats, campers, trailers or other personal property, of whatever size, shall be stored on or allowed to remain on the general common elements or on Association property, such as the grounds or parking lots or driveways, unless approved in advance in each instance by the Association or unless placed in an area previously set aside for such purposes by the Association.

B, No Owner or occupant shall make or permit any disturbing noises to be made in the building or within a unit by himself, his family, guests, tenants, or other invitees, nor or permit anything to be done by such persons that would interfere with the rights, comforts or convenience of other Owners or occupants. No Owner or occupant shall play or allow to be played any musical instrument, radio, T, V. hi-fi, tape recorder, stereo or the like, whether within or outside of any unit, between the hours of 10:00 o'clock **PM** and the following 8:00 o'clock **AM** of the same shall disturb or annoy other Owners or occupants,

C, Children shall not be permitted to loiter or play unattended in stairways, entries, walkways, planters, parking areas or other common areas, except on the areas designated by the Association for use and play by children.

D. The water closets and other sewage disposal apparatus shall not be used for any purpose other than for disposal of human waste. and no sweepings, "rubbish, rags, papers, ashes, diapers, sanitary pads or other similar items or substances shall be thrown therein, Any damage to the property of others. including the general common elements or property of the Association,

resulting from misuse of such sewage disposal facilities, of any nature or character whatever, shall be the liability of the Owner responsible.

E. Nothing shall be thrown or emptied by the owners, or their family members, guests, tenants, or invitees, out of the windows or doors, or down the stairways or walkways, or in the general common elements, nor shall anything be hung outside of the windows or on patios or decks or terraces so as to be visible from an exterior view of the building. Nothing may be stored on or hung from patios or decks or terraces that extend above the patio or deck or terrace railing or below the patio or deck or terrace floor, excepting only cut and neatly stored firewood.

F. With respect to pets, no pets other than dogs and cats shall be allowed under any circumstances. An Owner or occupant of a unit, while such Owner or occupant is occupying the same, may keep and maintain cats and dogs (not exceeding 2 such animals in total), provided that (i) such pets are kept under close control, (ii) such pets do not infringe upon the use and enjoyment by occupants of other adjacent units, and (iii) such Owner promptly cleans any mess created by such pet on the general common elements or on Association property. If an Owner, or a guest, invitee or tenant of an Owner, violates this provision, the Owner shall be liable to the Association for liquidated damage assessments as provided in paragraph 6 herein. The written complaint to the managing agent or to any director of the Association by the Owner of any other unit in the Condominium Project, setting forth in detail the violation of these provisions by another Owner or his guest, invitee or tenant, shall require the Board of Directors or managing agent to assess such liquidated damages assessments after prompt notice and hearing on such complaints.

G. Trash and refuse shall not be stored or kept on any common area or outside of any unit, except in the trash collection container supplied and maintained by the Association. Each Owner, tenant and guest is responsible for placing trash and refuse in tied plastic bags in the trash collection container provided by the Association. No flammable substances shall be stored on any deck, terrace or patio,

H. Water shall not be left running for any unreasonable or unnecessary length of time in any of the condominium units or in any of the common area.

I. No Owner or occupant shall interfere in any manner with any portion of the heating or lighting apparatus in or about the building, or the fireplace flues, or the garage/entry (each of which is a limited common element) which has been allocated for use to another Owner as shown on the Condominium Map.

J. No exterior window shades, awnings or window guards shall be installed or used except as shall be approved in advance by the Association. No signs, posters or advertisements of any kind shall be placed on the surface of windows or doors or upon other exterior surfaces of any unit without the prior written approval of the Association.

violation and infraction resulting in separate \$20,00 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 payment shall be promptly paid by such Owner. The Association shall have a lien upon the unit of the Owner, who or whose tenant, guests or invitees, violated any such rule or regulation.

EXECUTED this ___ day of _____, 1989.

THE EAGLERIDGE-ATRIUM
CONDOMINIUMS OWNERS' ASSOCIATION

By: *William H. Smith, Jr.*
President