

RULES AND REGULATIONS OF PINE RIDGE TOWNHOMES

Revised 4-2025

PINE RIDGE TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC., a Colorado nonprofit corporation (the “Association”) by virtue of authority provided in the Declaration of Conditions, Covenants, Restrictions and Easements for Pine Ridge Townhomes, a Colorado Common Interest Community, recorded in Book 719, at Page 1054, Routt County 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 seven (7) Condominium Units described in paragraph 3.01 of the Declaration, including the Common Elements (including Limited Common Elements) appurtenant to such seven Units which are situated within the real property described in Exhibit “A” to the Declaration (all of which is hereinafter called the “Common Elements”), and respecting certain use and occupancy by Owners and their tenants, guests and invitees of the Common Elements (including Limited Common Elements).

1. Purpose.

These Rules and Regulations are made for the purpose of the 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, morals 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 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 and guests 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 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 special assessment against such Owner’s Unit, for which the Association shall have lien and collection rights specified in Article 8 of 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 AND INVITEES OF SUCH OWNER. The Association reserves all remedies for collection of such fines as are specified in Article 8 of the Declaration, including

foreclosure of the lien therefore against an Owner's Unit.

- d. All provisions of these Rules and Regulations apply to the seven Units and to the Owners, occupants, guests, tenants and invitees thereof and to the Common Elements.
- e. The Association may, pursuant to the Declaration, adopt additional rules and regulations, whether like or unlike this instrument, which regulate and apply to the Units.
- f. The Association may, pursuant to the Declaration, amend or delete any of these Rules and Regulations.

3. Tenants and Guests of Units.

- a. Each Owner who rents his Unit to a tenant or guest must make available to such tenant or guest these Rules and Regulations.
- b. If an Owner executes a rental management agreement respecting his Unit, the Owner shall promptly notify the Association and its Managing Agent of such fact and provide to the Association and its Managing Agent the name, address, telephone number and email address of the rental management agent.

4. General Rules and Regulations.

- a. The exterior parking area of the building and within the property made subject to the Declaration by Exhibit "A" to the Declaration shall not be obstructed or used for any purposes other than for parking of cars for Units and for ingress to and egress from Units and the Common Elements, nor shall the same be utilized for the storage of furniture, pets, plants, skis and ski equipment, boxes, bicycles, or baby carriages, or any other articles not approved in advance by the Association. No boats, trailers, semi-trailers, or tractors, of whatever size, shall be stored on or allowed to remain on the Common Elements 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. An owner may utilize the one parking space allotted to their Unit in the Common Elements to park a camper truck/van/motor home of less than twenty-three (23) feet in overall length provided it is parked in such a manner that does not impede traffic in the Common Elements parking area.
- b. Owners and occupants of Units shall not play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder, video game, pinball machine, stereo or other sound-producing equipment, whether within or outside of any Unit, between the hours of 10:30 P.M. and the following 8:00 A.M., if the same shall disturb or annoy other Owners, occupants, guests, tenants or invitees of any of the other Units.
- c. The toilets and sewage disposal apparatus shall not be used for any purpose other than for disposal of human waste, and no sweepings, rubbish, garbage, papers, ashes, diapers, wipes, 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 shall be the liability of the Owner responsible.
- d. In order to protect pedestrian use of the Common Elements, no trash or objects shall be thrown or tossed by any Owner, occupant, tenant, guest, or invitee of a Unit off of or out of a window or door of a Unit onto the Common Elements or adjacent property below. Nothing shall be placed, stored on or hung outside of a Unit on the

exterior of the Unit, which is not hidden entirely from view by pedestrians without the prior written consent of the Association. 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.

- e. Owners may keep no more than two (2) dogs and/or up to two (2) cats unless otherwise approved by the Executive Board. Guests may bring pets for a short duration as long as the Owner is present. Tenants (either short-term or long-term) are not permitted pets. Pets shall not be allowed to run at large without an owner present within the Project or to habitually bark, howl or yelp. Owners, renters and guests are prohibited from purposely taking their pets to relieve themselves in the complex's front yard which is defined by the parking lot to the west and south and the front tree berm to the north and east. The front yard also includes the fire hydrant area and the front planting/sign area. Pets are permitted to use the building's side and back yards as well as the lawn along the sidewalk. Pet owners are required to promptly clean up after their pets. For full restrictions on pets, please refer to the Declaration of Conditions, Covenants, Restrictions and Easements of Pine Ridge Townhomes Article 12, Section 12.01, Paragraph B.
- f. Trash and refuse shall not be stored or kept on the Common Elements or the property of the Association outside of any Unit except in trash collection containers supplied and maintained by or approved by the Association. Each Owner, occupant, tenant, and guest of a Unit is responsible for placing trash and refuse in tied plastic bags in the trash collection container provided or approved by the Association for such Unit, or removing such trash and refuse from the Common Elements. No flammable substance shall be stored on any walkway.
- g. 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 Elements.
- h. No person shall interfere in any manner with any portion of any heating, ventilation or air conditioning systems of the building, or exterior lighting of the building, or the fireplace flues, or any Limited Common Element allocated by the Declaration and Map for use by other persons, except for the maintenance, repair, modification, or replacement by the Association or its managing agent.
- i. 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. Any such antenna, aerial or satellite dish erected on the Common Elements without the prior written consent of the Association may be removed by the Association without notice.
- j. 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 Elements any hazardous substance, as such term is defined by CERCLA or RCRA or implementing regulations.
- k. The Association's managing agent shall have a passkey to each Unit. No person, other than the Declarant or any affiliate of 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.

5. Parking Regulations.

- a. Vehicles shall be parked only in parking areas within the Common Elements as

designated by the Association. The Association or its managing agent may, in its discretion, designate parking spaces within the Common Elements as reserved for certain Units. Unless specifically designated by the Association or its managing agent, parking of vehicles within the parking areas shall be on an unassigned basis.

- b. Each Unit will be entitled to one parking space in the Common Elements. Owners and their guests, tenants or invitees may park vehicles in front of their Unit's garage as long as the vehicles do not impede traffic through the parking lot or access to another Unit.
- c. An Owner shall not use, nor shall he permit his family, guests, tenants, or invitees to use more than one parking space in the Common Elements without written or verbal consent of another Owner that is not using their parking space in the Common Elements. The Association reserves the right to remove vehicles improperly parked or left in another Owner's parking space, at the expense of the vehicle's Owner.
- d. Vehicles shall not be parked on Walton Creek Road.
- e. During winter months, the Association or its Managing Agent may impose reasonable limitations or restrictions on hours of parking in any parking areas within the Common Elements in order to accommodate snow removal.

6. Prohibited Activities.

- a. Noxious, offensive, or illegal trades, services, or activities shall not be conducted within the Project.
- b. Nothing shall be done within the Project that constitutes a nuisance to the Owners of the 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. This includes smoking or vaping of any product outside of a Unit that creates a nuisance to the Owners of the other Units, or their tenants.
- c. Any type open flame grill, barbeque cooking device, heating device, fire pit or similar devices such as: gas fired grills, charcoal grills, smokers, pellet grills, wood burning fire pits, and chimineas, are prohibited on balconies or elevated walkways. This policy also prohibits the use of such devices under any overhanging portion or within 10' of a structure. Electric grills are allowed.

7. Fines.

- a. Violations of these Rules is to be handled according to The Responsible Governance Policies: Section IV. Enforcement of Covenants and Rules, Notices and Hearing Procedures and Schedule of Fines. All fines shall constitute a special assessment against the Unit of the Owner and shall constitute a lien on such Unit and be collectible as with any other assessment as provided by the Declaration, Bylaws and Responsible Governance Policies: Section I. Collection of Unpaid Assessments.

8. Use of Units and Rental.

- a) As stated in Article 3, Paragraph 3.07 of the Declaration, Units shall be used and occupied solely for residential purposes. Owners of Units may only rent or lease Units to others for a term no shorter than one year (12 months).
- b. All rental contracts or leases must be in writing and a copy of the rental contract or lease shall be provided to the Association or its Managing Agent within 10 days of the execution of the lease. Every tenant of a leased Unit shall be required to comply with the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations of the Association.
- c. After a one year or longer lease has expired, that lease may be extended for a period of less than 12 months to the original lessee provided that occupancy is continuous by the original lessee.
- d. Every tenant of a rented or leased Unit shall be required to comply with the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations of the Association.
- e. Units rented or leased for less than one year (12 months) are considered in violation of in Article 3, Paragraph 3.07 of the Declaration.
- f. In order to maintain the integrity and reputation of Pine Ridge Townhomes as an owner-occupied or long-term residential community, listing a Unit for rent or lease for less than one year by any means including but not limited to online, social media, print or agent is prohibited.
- g. Violations of these Rules is to be handled according to The Responsible Governance Policies: Section IV. Enforcement of Covenants and Rules, Notices and Hearing Procedures and Schedule of Fines. All fines shall constitute a special assessment against the Unit of the Owner and shall constitute a lien on such Unit and be collectible as with any other assessment as provided by the Declaration, Bylaws and Responsible Governance Policies: Section I. Collection of Unpaid Assessments.

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.

EFFECTIVE the _____ day of August 2021

**PINE RIDGE TOWNHOMES
PROPERTY OWNERS ASSOCIATION, INC.**

By: _____

Eric Schmierer, President