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**Rules and Regulations of  
2001 Beaver Creek Point Association, Inc.**

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The Executive Board (the "Board") of the 2001 Beaver Creek Point Association, Inc. (the "Association") has adopted the following rules and regulations. These rules and regulations amend and replace all rules and regulations previously issued or adopted by the Association or the Board. The Association or the Board may amend these rules and regulations from time to time. Words and phrases with initial capital letters shall have the same meanings as those prescribed in the Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration") for the Association.

The Association is composed of the owners (referred to as "Owners" or "Members") of five single family residences (the "Residential Units") constructed on adjacent lots in the Wildridge Subdivision of Avon, Colorado (the "Town"). The address of each Residential Unit is as follows: \_\_\_\_\_

2001, 2003, 2011, 2013, 2019 Beaver Creek Point

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The five improved lots containing the Residential Units along with the adjoining driveways, streets, rights of way and easements as depicted in the applicable Subdivision Plat recorded in the Eagle County records are collectively referred to from time to time in these rules and regulations as the "Complex." All Owners, as well as their tenants, invitees, guests and other persons who reside within or enter upon the Complex shall comply with these rules and regulations and the provisions of the Declaration.

The Association is managed by an outside management company or individual (the "Manager") as designated from time to time by the Board under the terms of the Declaration. The Manager has authority in the first instance to enforce compliance with these rules and regulations.

**Use of Units**

1. **Occupancy Restrictions.** The use of each Residential Unit is restricted to that of a single family residence and any accessory uses as may be permitted by the Board. A Residential Unit may not be used for a primarily commercial or business purpose. In addition, a Residential Unit may not be used or rented for transient, hotel or similar short-term occupancy arrangements. Home offices for professional or business pursuits are permitted, but such activities must be conducted without employees or commercial deliveries.

## **2. General Use Restrictions.**

- 2.1 No device, appliance, equipment, machinery or fixture creating overloading of standard electrical circuits or causing loud or annoying noise may be used within or outside of any Residential Unit without permission of the Manager. The use of any such device that may cause an adverse effect upon any of the Owners or upon any of the Residential Units is strictly prohibited. Any damage resulting from a violation of this subsection shall be the responsibility of the Owner or the occupant of the applicable Residential Unit where the misuse occurs.
- 2.2 Each Owner or tenant of a Residential Unit shall keep the exterior surfaces and landscaped areas of the Residential Unit in a good state of repair and appearance.
- 2.3 Owners or tenants shall not paint, stain, stucco or otherwise alter the appearance or color of any exterior surface of a Residential Unit without obtaining the prior written consent of the Manager.
- 2.4 No structural change or modification to any Residential Unit shall be commenced, constructed, permitted or caused by any Owner or occupant without the prior written consent of the Board. Any Owner or tenant of a Residential Unit shall indemnify and hold the Association and the other Owners harmless against all claims, damages or losses resulting from any construction or similar activities.
- 2.5 No inflammable, combustible, explosive or otherwise dangerous fluid, chemical or substance shall be kept in any Residential Unit without the prior written consent of the Manager.
- 2.6 Except for signs used to market the sale of a Residential Unit or signs that may be required by the Town, no signs, banners, flags wind socks or similar items shall be erected, posted or displayed at any location within the Complex without the prior written consent of the Manager.
- 2.7 No wind chimes, exterior speakers or other devices or decorative items shall be installed or used in such a manner as to cause annoying or unreasonably loud sounds.
- 2.8 Every lease agreement for a Residential Unit must be in writing and must require the tenants to comply with the terms of the Declaration and these rules and regulations. The lease agreement must also

provide that any failure of compliance shall be an event of default under the terms of the lease agreement.

### **Use of Common and Exterior Areas**

#### **3. Exterior Surfaces and Common Areas.**

- 3.1 Owners and tenants may not obstruct established view corridors or place, erect, store or display any large item upon the Complex outside a Residential Unit without the prior written consent of the Manager. The Board shall have the right to require trees and other landscape improvements to be trimmed, modified or replaced in order to maintain the integrity of the established view corridors at all times. The landscaped and other exterior areas of the Complex shall be kept free and clear of refuse, debris and unsightly material. Disabled and stored vehicles may not be parked in any exterior space within the Complex. Boats, boat trailers, trucks with a load capacity of one (1) ton or more, recreational vehicles, motor homes and vehicles used primarily for commercial purposes or containing exterior writings of an annoying or commercial nature may not be parked in any exterior space within the Complex.
- 3.2 Items of personal property shall not be stored on any deck, patio or porch within the Complex at any time. Patio furniture consisting of all weather chairs and tables and similar accessories may be maintained on any patio, deck or porch, provided that they are of a design and color that is in keeping with the architectural scheme of the neighborhood and further provided that such items of patio furniture are maintained in a continuous state of good condition and repair.
- 3.3 The exterior spaces within the Complex shall be used only for the purposes for which they were designed and are reasonably suited as an incident to the residential nature of the Complex. Bicycles, skateboards or any other type of scooter or mobile device may not be stored or kept in any location within the Complex that might result in an obstruction of vehicular or pedestrian traffic. The Manager shall have the authority to prohibit any types of recreational or sports activities within the Complex that the Manager deems to be intrusive and irritating or capable of increasing the risk of harm or injury to person or property.
- 3.4 No structural change or modification within the Complex to any landscaping or parking improvements shall be commenced, constructed, maintained or caused by any Owner, tenant or other person without the prior written consent of the Manager. No

landscaping or parking improvements shall be constructed in or removed from the Complex except upon the prior written consent of the Manager. Each Owner and tenant of a Residential Unit shall indemnify and hold the Association and the other Owners harmless against all loss or damage resulting from such activities.

3.5 Unless otherwise authorized by the Board, no Owner or tenant may construct, erect, place, maintain or modify any items within the exterior areas of the Complex such as (but not limited to) basketball hoops, swing sets and similar sports and play equipment, clotheslines, garbage containers, woodpiles, walls, fences, dog runs, animal pens or satellite dishes and antennas. However, the categories of "eligible antennas" as defined below shall be permitted upon Residential Units subject to reasonable requirements of the Board relating to location in order to minimize obtrusiveness viewed from streets and adjacent property and to preserve view corridors. The categories of "eligible antennas" are:

3.5.1 An antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one (1) meter or less in diameter;

3.5.2 An antenna designed to receive video programming services via multipoint distribution services, including multichannel, multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one (1) meter or less in diameter or diagonal measure; or

3.5.3 An antenna that is designed to receive television broadcast signals.

3.6 Owners and tenants may maintain planters and flower boxes upon exterior areas and surfaces within the Complex as long as such planters and boxes are of a uniform appearance and are consistent with the architectural scheme of the neighborhood. Unless the Manager shall have consented otherwise in writing, all planters and flower boxes maintained on porches and balconies within the Complex shall be located on the top or the inside of the surrounding railings and maintained in a continuous state of good repair and condition.

3.7 Any yard sculpture or other similar item must be consistent with the architectural scheme of the neighborhood and may only be erected or installed with the prior written consent of the Board.

## **Actions of Owners, Tenants and Occupants**

- 4.1 No noxious, offensive, dangerous or unsafe activity shall be permitted in any Residential Unit or within the Complex, nor shall anything be done in any Residential Unit or within the Complex that constitutes an annoyance or nuisance to the other Owners, tenants and occupants or interferes with their peaceful enjoyment. No Owner, tenant or occupant of a Residential Unit shall make or permit any disturbing noises nor do or permit anything to be done that will interfere with the rights, comforts or convenience of the other Owners, tenants or occupants within the Complex. The use of outdoor speakers to transmit music or other recordings or to broadcast or transmit any type of television or radio program is absolutely prohibited without the prior written consent of the Manager.
- 4.2 No offensive or unlawful conduct may take place within the Complex. All Owners, tenants and occupants within the Complex shall comply with the Master Declaration and current protective covenants for Wildridge Subdivision, all applicable federal and Colorado laws as well as the Town ordinances. Any person who violates or fails to comply with these covenants, laws and ordinances shall hold the Association harmless from all fines, penalties, costs and prosecutions for any such violation or noncompliance.
- 4.3 No animals, livestock, birds or reptiles of any kind shall be raised, bred or kept in any part of the Complex without the written consent of the Manager. However, an Owner or tenant of a Residential Unit may keep up to two domesticated dogs, cats, birds or other household pets within a Residential Unit as long as such pets are not kept for commercial purposes. Any person accompanying or owning a pet within the Complex shall comply with all applicable leash laws and ordinances. A person accompanying any pet within the Complex shall remove all droppings. Any Owner, tenant or occupant of a Residential Unit that maintains a pet shall be deemed to have agreed to indemnify and hold the Association and all other Owners and tenants harmless from any loss, claim or liability of any kind arising by reason of keeping or maintaining such pet.
- 4.4 Owners, tenants and occupants of a Residential Unit shall hold the Association and the other Owners and tenants harmless for the actions of their agents, invitees, tenants, guests, children and pets.

## **General Administrative Rules**

## **5. Fines and Other Enforcement Remedies.**

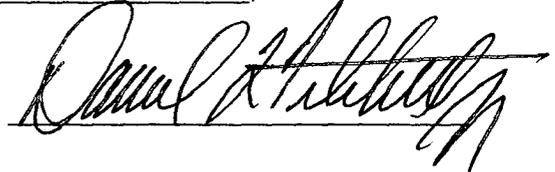
- 5.1 Every violation of these rules and regulations as well as any failure to comply with any provision of the Declaration (collectively, the "governing documents") shall be deemed to be a nuisance. Such action shall cause the offending person(s) to be subject to all of the available legal and other remedies provided for abating or correcting the violation. In addition, all public and private remedies allowed at law or equity will be available and enforceable against anyone in violation of any of the provisions of the governing documents.
- 5.2 The failure of any Owner to comply with the governing documents or to enforce and require compliance with the governing documents on the part of any tenant or guest of such Owner will also be grounds for an action on the part of the Association to recover civil damages or to obtain injunctive relief in order to remedy the violation. Reasonable notice and an opportunity for a hearing will be given to the delinquent Owner prior to commencing any legal proceedings.
- 5.4 Any action to enforce compliance with the governing documents may be brought by the Association, the Manager in the name of the Association and on behalf of all Owners, or by any aggrieved Owner or Owners.
- 5.5 In addition to the remedies set forth above, any violation of the governing documents shall give to the Association, and to the Manager on behalf of the Association, the right to enter upon the offending premises or take appropriate peaceful action to abate, remove, modify or replace, at the expense of the offending Owner, any structure, thing or condition that may exist thereon contrary to the interest of the Owners and provisions of the governing documents. Any such procedure shall be at the expense of the Owner or other person responsible for the offending condition.
- 5.6 All of the remedies set forth above are cumulative and not exclusive.
- 5.7 The failure of the Association, the Board, the Manager, or any aggrieved Owner to enforce compliance with the governing documents or take any step to remedy a violation of the governing documents will not be deemed a waiver of the right to do so for any subsequent violations or of the right to enforce any other part of the governing documents at any future time.

- 5.8 No member of the Board, the Manager or any Owner will be liable to any other Owner or to any tenant for the failure to enforce any provision of the governing documents at any time.
- 5.9 If legal assistance is obtained to enforce any of the provisions of the governing documents, or in any legal proceeding for damages or for the enforcement of the governing documents or the restraint of violations of the governing documents, the prevailing party will be entitled to recover all costs incurred by the prevailing party in such action, including reasonable attorney fees (and legal assistant fees) as may be incurred or as may be determined by the court.

6. **Complaints; Dispute Resolution.** In addition to the remedial procedures set forth in Section 6 above, if a dispute should arise between any of the Owners concerning any claimed violation of these Rules and Regulations, or any Owner is aggrieved as to violation of any of the provisions of these Rules and Regulations, such Owner may bring his or her grievance, in writing, before the Board for a resolution. The Owner against whom the complaint is directed shall be entitled to respond to the complaint within ten days following receipt of a copy of the complaint. Following receipt of a response to the complaint, or the expiration of ten days following receipt of the complaint by the responding Owner, the Board shall proceed to review the grievance and act as arbitrator or may appoint a panel which may include the Manager. The Board shall conduct a hearing, with notice to all affected Owners, at which each Owner will be entitled to present testimony and cross-examine opposing parties on the issues presented in the grievance. The Board shall render a decision within thirty days following a hearing, and the Board's decision shall be binding on all parties.
7. **Consent in Writing.** Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

ADOPTED BY THE BOARD this 23rd day of OCTOBER, 2002.

Signatures:



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