

RULES & REGULATIONS THE HOMESTEAD AT SNOWMASS SNOWMASS VILLAGE, COLORADO

INTENT

The Homestead at Snowmass Association in the interest of maintaining the high standards, safety, value and enjoyment of the property for its owners, tenants and guests has adopted the following Rules. The Property Manager is responsible for interpreting and explaining these rules to interested parties. The homeowner will be held responsible for making their renters, guests and invitees aware of these rules. Occupants are encouraged to report any violations to the property Management Company listed in the appendix.

USE OF COMMON ELEMENTS

- The common elements, sidewalks, driveways and passageways shall not be obstructed or used by any person for any purpose other than ingress to and egress from the homes.
- No article shall be placed on or in any of the common elements except for those articles of personal property which are the common property of all of the homeowners.
- Any damage to the common elements caused by a homeowner, family of a homeowner, their guests, or tenants shall be repaired at the expense of that homeowner.
- The planting of plants, flowers, trees, shrubbery and grass of any type is prohibited anywhere on the common elements without prior written consent of the Board of Directors. The use of decorative flower baskets and flowerpots is permitted on or in each unit.
- No fences may be erected around a unit or on the common elements.

HOME MODIFICATION AND MAINTENANCE

- No part of a unit shall be used for any purpose except housing. Each unit shall be used as a residence for a single family, its servants and guests.
- No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit shall be conducted, maintained or permitted in any part of the complex.
- Nothing shall be done in any unit or on the common elements that may structurally change a building, or impair the structural integrity of a building.
- No changes of any kind shall be done to the exterior of a building or upon the common grounds by any homeowner. Such work is the responsibility of the Association.
- Alterations to individual units by owners that adversely affect a neighboring unit will not be permitted. Homeowners unsure of what is "adverse" should approach the Board of Directors and the Property Manager to clarify any questions.

NOISE AND GENERAL NUISANCE

- Homeowners and their guests shall exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises, whether by voice, musical instruments, radios, phonographs, CD players, television sets, amplifiers or any other source whether inside or outside, in such a manner as may reasonably be expected to disturb the occupants of any other units in the complex.
- The Jacuzzi, sauna, and dressing rooms are for the exclusive use of the homeowners and their guests. The rules for the facility usage are posted on the dressing room door. The combination for the lock to the spa area is 531.

VEHICLE PARKING

- Vehicles should be parked within the homeowner's garage or designated parking areas for the complex.
- Each unit is entitled to parking for not more than three (3) vehicles, and the homeowner must use the garage for at least one car.
- No vehicles shall be parked in the complex with conspicuous "For Sale" signs attached.
- No vehicle belonging to or under the control of a homeowner, a member of the family, a guest, or a tenant, or an employee of a homeowner shall be parked in such a manner as to impede or prevent ready access to any entrance or exit from the complex.
- Campers, recreational vehicles, motorcycles, large trucks and vans, boats and trailers may not be parked on the grounds. The Property Manager may grant a limited exception to this rule for unusual circumstances.
- No one may live or sleep overnight in any vehicle on the Homestead grounds for any reason.
- Traffic flow markings and signs regulating traffic and parking on the premises shall be strictly observed.
- Vehicles parked in the complex parking spaces should be moved at least once per week during the prime seasons (December 1 through April 15, and June 1 through August 31) and at least once per month during the remainder of each year.
- No unused, abandoned or damaged or inoperable vehicles shall be left in the parking spaces for more than forty-eight (48) hours, or they may be removed at the owner's expense.
- No automobile, truck, motorcycle or any other motor vehicle shall be repaired anywhere on the premises.
- Any vehicle that is unsightly or inoperable due to age or abnormal wear and tear, visible or unrepaired body or other damage, deterioration or loss of parts must be either kept in the owner's garage or removed from the complex.
- No commercial vehicle of any kind or size whose owner or driver is currently working in or on a unit or the Association's common elements may be parked in

the complex overnight. Temporary exemptions may be granted by the Property Manager.

GENERAL APPEARANCE

- The balconies, terraces, decks, windows, patios, and common elements shall be used only for the purposes intended and shall not be used for hanging laundry, garments or other articles, or for cleaning household items.
- No balcony shall be enclosed or covered by any awning or other similar apparatus without the prior consent in writing of the Board of Directors.
- No rugs or other materials shall be dusted from windows, balconies, decks, or patios by beating or shaking. These areas should be kept free of garbage, debris, trash, bicycles, tires, animal droppings, or any other unsightly storage.
- No homeowner, resident, or lessee shall install any wiring for electrical or telephone use or for any other purpose. Nor should any television or radio antennae, satellite dish, air conditioning units, or other machines be installed on any part of the exterior of the premises including the balcony except as may be expressly authorized by the Association's Board of Directors.
- No person residing in Homestead shall place any advertisement, announcement, or poster of any kind in or on the premises except as authorized by the Association's Board of Directors.
- Disposition of garbage and trash should be only by the use of the garbage disposal in individual units or the common trash, recyclable and garbage facilities in the shed at the entrance to the complex.
- Toys, sports or recreational equipment and similar objects should be stored inside the garage or unit by sundown or 9:00 pm, whichever comes sooner.

PETS

- No animals, reptiles or pets of any kind shall be raised, bred, or kept in any unit or on the common elements except dogs, cats, or other common household pets. Such number of pets shall not exceed two (2) per unit without the prior written consent of the Board of Directors.
- Each homeowner is entirely responsible for, and will be financially liable for the actions of his or her dog, cat or other pet: improper actions, such as but limited to making undue noise, trespassing in other units, soiling the common elements, attacking or menacing any person or other pet, or damaging any property in the buildings or on the grounds.
- If the Property Manager determines that any pet has become obnoxious or offensive to other homeowners, the owner of the pet will be given written notice of the problem and must correct the behavior. If not corrected and the problem continues, the owner must remove the animal from the complex.

GENERAL LIABILITY

- Nothing shall be done or kept in any of the units or the common elements that will increase the rate of insurance or result in the cancellation of insurance on the buildings or their contents.
- Homeowners and tenants are strictly responsible and financially liable for their own actions as well as those of their family members, guests and tenants.
- The Association assumes no responsibility for damage done to any vehicle parked in designated parking areas or any other location in the complex.
- The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any common area or other storage area.
- The Association assumes no liability for damages to the spa area or injuries, which occur within the spa area or while using the spa facilities.

PROPERTY MANAGEMENT

- All charges and assessments imposed by the Association are due and payable upon receipt from the Property Manager.
- Complaints regarding the management of the complex or regarding actions of other unit owners shall be made in writing to the Property Manager or the Board of Directors of the Association. No unit owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Property Manager.
- The Property Manager should retain a passkey to each unit. No homeowner should alter any lock or install a new lock on any door leading into their unit without prior consent; and if such consent is given, the homeowner should provide a key for the Property Manager's use.
- In the event the homeowner refuses to give a passkey to the Property Manager, or changes the lock without authorization, AND in the event the Property Manager believes an emergency requiring entry exists, the Property Manager may make a forcible entry to such unit. So long as the entry is made upon a bona fide belief of emergency, the homeowner shall have no recourse for any such forcible entry against the Property Manager or Board of Directors or the person or persons who actually make the forcible entry.

The Homestead at Snowmass Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.

Approved by the Board of Directors of the Homestead Association on this 26th day of August 2002.

Appendix

Property Management:

**ResortQuest Snowmass
PO Box 6450
16 Kearns Rd., Suite 113
Snowmass Village, CO 81615
970-923-4700
970-923-4198 Fax**