

**RULES AND REGULATIONS
OF
WHISTLER VILLAGE TOWNHOMES**

THE WHISTLER VILLAGE TOWNHOMES ASSOCIATION, a Colorado non-profit corporation (the "Association"), by virtue of authority provided in the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for Whistler Village Townhomes, and in the Articles of Incorporation and bylaws of the Association, does hereby publish and declare the following as Rules and Regulations respecting all of the properties now and hereafter subjected to the Declaration and all townhomes and improvements thereon (the "Townhomes Project"), all property of the Association for common use, and the use and occupancy by owners, tenants, guests and invitees of the Lots, the Townhomes and the Common Area.

1. Purpose. These rules and regulations are made for the purposes of promoting the best interests of owners and occupants of townhomes in the Townhome Project, to secure full, fair, and safe utilization and enjoyment of the Townhomes Project by such owners and occupants, to protect and enhance the property values of the Lots and Townhomes, 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 and to make the Townhomes Project a pleasant place in which to live and visit.

2. Applicability. These rules and regulations are applicable to owners, tenants, guests and invitees of owners, and 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 these provisions. Each 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 Declaration. The Association or its manager or managing agent will make reasonable efforts to warn owners, tenants and guest of infractions of these rules and regulations, but failure to so warn shall not be an excuse for or defense of such infraction. Paragraph (c) of Article IX of the Declaration provides that, where these rules and regulations provide for liquidated damage sums in favor of the Association for specific violations, such 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 sum to be special assessment against such owner's Lot and Townhomes, for which the Association shall have lien and collection rights specified in article IV of the Declaration. Therefore, 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 Article IV of the Declaration, including foreclosure of the lien therefore against an owner's Lot and Townhome.

3. Tenants and Guests. An owner who rents his Townhome to a tenant or guest should advise the Association or its manager or managing agent in writing, so that the Association may be able to advise such tenant or guest, at his request, of these rules and regulations, and so that the Association may better able to prevent or correct violations of these rules and regulations. If an owner executes a rental agreement respecting his Townhome, 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. No boats, campers, trailers or other personal property, of whatever size, shall be stored on or allowed to remain on the Common Area, such as the grounds or parking lots, unless approved in advance, in each instance, by the Association or unless placed in an area previously set aside for such proposes by the Association.

B. No owner or occupant shall make or permit any disturbing noises to be made in any Townhome by himself, his family, guests, tenants, or other invitees, nor do or permit anything to be done by such persons that would **interfere with the rights, comforts, or convenience of neighboring owners or occupants**. No owner or occupant shall play or allow to be played, any musical instrument, radio, TV, hi-fi, tape recorder, stereo or the like in the Common Area or in any Townhome between the hours of 10:00 o'clock PM and the following 8:00 o'clock AM if the same shall disturb or annoy neighboring owners or occupants. Any noise complaints received between **10 PM and the following 8 AM shall be subject to a \$100.00 fine**. If after, two (2) \$100.00 fines have been issued for after noise complaints to the same occupant(s) of any unit, the next fine/assessment will be \$200.00 for each complaint received thereafter. Any noise complaint received between 8 AM and 10 PM shall be subject to a liquidated damage assessment of \$10.00 per complaint.

C. Owners and occupants shall not be allowed to put any sign on the exterior of any Townhome, except for a small name or identification sign on the door of the Townhome owned or occupied by such owner or occupant, nor shall any "For Sale" or Real Estate signs be placed on any individual unit. Owners and occupants shall not paint or varnish any part of the exteriors of any Townhomes, since that responsibility lies within the Association.

D. Children shall not be permitted to loiter or play unattended in the parking areas or other common areas, except on the grounds or areas designated by the Association for use and play by children.

E. Nothing shall be thrown or emptied by the owners, or their family, guests, tenants, or invitees, out of the windows or doors, or in the common areas, nor shall anything be hung outside of the windows or in patios so as to be visible from an exterior view of the building. Nothing may be stored on patios that extend above the fence.

F. Trash and refuse shall not be stored or kept on any Common Area or outside of any Townhome. Each owner, tenant and guest is responsible for placing trash and refuse in tied plastic bags in the trash collection containers provided by the Association. Only ordinary household trash may be discarded in the provided containers. No lumber, broken furniture, appliances, automotive lubricants, paint or flammable materials of any type are allowed to be discarded on the site.

G. Water shall not be left running for any unreasonable or unnecessary length of time in any of the Townhomes or in any of the Common Area.

H. No owner or occupant shall interfere in any manner with any portion of central utility lines, appurtenances running underneath a Townhome or through any party wall or roof structure, or the flue pipe.

I. No outside 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 in the interior or exterior of windows or upon doors or upon other exterior surfaces or common element. **All interior window coverings must be first class in quality (No blankets, sheets or improvised coverings). All window coverings must have light coloring for the surface facing the exterior.**

J. **No antennae, aerial, outside wiring, exterior vented air conditioning, or similar connection or installation** shall be installed by owners or occupants outside or on the roof of the Townhome. Any such antennae, aerial or wiring erected on the roof or exterior walls of any Townhome without the prior written consent of the Association may be removed without notice.

K. Owners and occupants shall not install or operate in the Units any machinery, or equipment (other than kitchen appliances and washing machines or dryers), or use any illumination other than electric light, or use or permit **any alternate heating device, other than electric baseboard heat or approved gas burning stoves**, or use or permit to be brought into any building any inflammable oils or fluid or other explosives or articles deemed hazardous to life, limb or property. No open fires shall be allowed in any Townhome or Townhome Lot (**No Charcoal Grills Allowed**).

L. The directors of the Association, or its manager or managing agent, shall retain a passkey to each Townhome. No owner or occupant shall alter any lock or install a new lock on any door leading into the Townhome of such owner without the prior consent of the Association. If such consent is given, the owner or occupant shall provide the Association with a key for use by it or by its manager or managing agent. The need for immediate access in the event of a plumbing problem or a fire will convince you of the need of this rule.

M. It is the responsibility of each unit owner and tenant to keep the interior of his unit above freezing point in wintertime. Failure to do this will result not only in the freezing of the pipes within the unit, but also the freezing of the water main to other units that run in the crawlspace under the unit. A unit's owner or tenant who fails to keep his unit above freezing point and who thereby causes damage to the Association property and to the property of other unit owners will be liable to the Association and such other owners for the value of any damage done.

N. The Whistler Village Townhome Association prohibits owners or their tenants and/or guests and visitors from having dogs anywhere on the premises. Each documented complaint or sighting involving a dog will be subject to a fine of \$50.00 per occurrence.

5. Parking Area Regulations.

A. 10 mph speed limit!!

B. Park vehicles only in designated areas. No vehicle belonging to an owner or to a member of his family or to his tenants, guests, or invitees shall be parked in such a manner as to impede snow removal, or prevent ready access to other parking spaces by other persons. The Association will remove abandoned cars. No vehicle shall be left standing in a parking area in a non-operative condition, nor shall there be any repairs, maintenance, lubrication or washing of vehicles done on the parking areas.

C. Vehicles shall not be parked on the public roadways adjacent to the Townhomes Project. During winter months, the Association or its manager or managing agent may impose reasonable limitations or restrictions on parking in the parking areas in order to accommodate snow removal.

6. Clubhouse and Pool Area Rules and Regulations. All rules and regulations pertaining to use of pool and clubhouse area are posted in said area. These rules and regulations will be **STRICTLY** enforced And must be adhered to by all tenants residing in or visiting Whistler Village Townhomes. Please refer to item 4B on preceding pages as house rules also pertain to the clubhouse and pool area.

7. Courtyard storage/Porch Area Usage. The following are allowed to be stored in the courtyard (limited common elements). All courtyard and/or decks need to be kept neat and clean:

- A. Appropriate patio/lawn furniture (this does not include household furniture)
- B. Bicycles
- C. Children's toys
- D. Plant or flower planters
- E. Clear tarp
- F. UL approved gas grills (**No charcoal grills to be either stored or used**)
- G. Skis properly stored or in permitted ski racks

It is the responsibility of each unit owner and/or tenant to keep grass and weeds cut down in the courtyards. If this is not done, the Association will do it for the owner at a cost of \$10.00/time. The Association will cut patios free of charge if no items need to be moved. For deck applications, the owner is responsible for the upkeep, maintenance and repair inclusive of the annual applications of the approved deck/preservative (Super Deck-Red Cedar)

8. Insurance Deductible. In the case of a claimed insurance loss any damage incurred as a result of items of personal nature and/or the neglect therewith, outside the Association's control will be considered the owners liability and assessed as liquidated damages.

9. **Liquidated Damages.** For each and every violation or infraction of any rule or regulation specified in Paragraphs 4 and 5 above, the liquidated damage sum which may be assessed by the Association on written notice to the owner/tenant shall be \$10.00, 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 \$10.00 liquidated damage assessment. **ANY NOISE COMPLAINTS RECEIVED BETWEEN THE HOURS OF 10:00 PM AND THE FOLLOWING 8:00 AM BY EITHER THE SECURITY COMPANY OR THE MANAGING AGENT SHALL BE SUBJECT TO A \$100.00 FINE. ALL INFRACTIONS OR VIOLATIONS INVOLVING A REPORT OF A DOG SHALL BE SUBJECT TO A \$50.00 FINE.** The Association shall promptly notify the owner of a Townhome in writing of the assessment of any liquidated damage sum, and such owner shall promptly pay such assessment.