

## **Cinnamon Ridge III Rules & Regulations**

The following rules and regulations (“Rules and Regulations”), except as otherwise expressly stated, apply to all Owners and their families, lessees, employees, agents, invitees and guests with respect to the use of the Units and any other portion of the Project. Capitalized terms not specifically defined in the Rules and Regulations shall have the same meaning as the meaning given to such terms in the Declaration for Cinnamon Ridge III Condominium Home Owners Association.

### **Section 1 -Ownership and Occupancy**

1A. The Owner of each Residential Unit on the Project shall heat such Unit so as to maintain a minimum temperature in the unit of no less than 55 degrees Fahrenheit from October 1<sup>st</sup> of each year to May 31<sup>st</sup> of the following year in order to minimize any damage which could result from the freezing of pipes, both individual and common, which pass near or through individual Units within the Building. This minimum heating requirement must be met even when the Unit is vacant.

### **Section 2 - Health, Safety and Quiet Enjoyment**

2A. No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit that may be deemed a nuisance to the Owners or occupants of any other Unit.

2B. No fireworks of any kind be carried, stored, displayed or exploded on or over the Project.

2C. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the Project, nor shall any Owner or occupant of a Unit endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Owner or occupant of a Unit.

2D. No flammable oils or fluids including, but not limited to, gasoline, kerosene, naphtha, benzene, explosives or any item hazardous to the environment, life, limb or property shall be permitted on or about the Project.

2E. Dumpsters are provided for the disposal of normal household waste. Use of the dumpsters for disposal of bulky, hazardous or toxic materials, including, but not limited to, construction debris, paint, flammable liquids, furniture, mattresses, appliances, carpet, carpet pad and tires is prohibited. All waste deposited in the dumpsters shall be in sealed trash bags.

2F. Waste not suitable for dumpster disposal, accumulations of refuse and other unsightly objects or materials will not be placed, kept or allowed to remain within the Project and shall be removed at the Owner’s expense.

2G. The Executive Board or Managing Agent may retain a passkey to each Unit within the Project. If a lock on a door is changed by an Owner, the Owner shall immediately provide the Executive Board or Managing Agent with a new key. Failure to comply could

result in, and each Owner hereby authorizes, forced entry to the Unit by either the Executive Board or Managing Agent. Failure to comply will also result in the removal or re-keying of the lock at the Owner's expense.

2E. All deliveries and moving of furniture, fixtures, equipment and other household or commercial items to and from the Units shall be made by authorized entries as reserved through Managing Agent and shall not cause any unreasonable noise or disturbance to the Owners or occupants of any other Units.

2F. Unit Owners and occupants shall not place a load on any floor exceeding the floor load per square foot area that the floor was designed to carry and that is allowed by law or that may, in the reasonable opinion of the Executive Board, constitute a hazard to or may damage the Building.

### **Section 3 - Exterior Appearance**

3A. The balconies, terraces, stairways and windows shall be used only for the purposes intended, and shall not be used for drying or hanging garments, cleaning rugs, or storing other objects, including, but not limited to, skis, bicycles, skateboards, ladders and lawn or garden equipment. To ensure a consistent appearance for the Residential Units from the exterior of the building, horizontal or vertical blinds that match the original interior trim work should be hung on all exterior facing windows and doors where window coverings are placed. All Residential Units must have the same type and color of window coverings initially installed in the Residential Unit to promote a uniform exterior appearance. The Executive board must approve any deviation. The sidewalks, driveways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Project unless otherwise authorized by the Executive Board.

3B. Use and storage of charcoal and gas barbeque grills is prohibited. Electric barbeque grills, outdoor patio furniture, bird feeders and decorative items compatible with the design and style of the Project may be placed and kept outside of the Residential Units without the prior approval of the Executive Board.

3C. No exterior satellite dish, television or radio antenna shall be placed, erected, constructed or maintained within the Project without the prior approval of the Executive Board. Any fixture attached to the exterior of a building by an Owner shall be painted to match the exterior color of the Building.

3D. No sign, billboard, poster board or advertising structure of any kind, including signs for the sale, rental or leasing of any Residential Unit shall be placed, erected, displayed or maintained anywhere within the Project, including on the balconies, porches, decks, windows and exterior walls of the Residential Units.

3E. No enclosure, structure, outbuilding or facility of any kind, including, but not limited to, fences, barriers, animal pens, posts, poles, clotheslines, mailboxes, ditches, trenches,

driveways, walkways, stairs, playhouses and sheds, shall be placed, erected, constructed or maintained by any Unit Owner or occupant within the Project.

3F. No tree, shrub, bush or other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, regarded, altered or otherwise disturbed, without the prior approval of the Executive Board.

#### **Section 4- Vehicles and Parking**

4A. Parking of motor homes, vehicles with tandem axels, trailers of all types, boats, snowmobiles, ATV's, or any similar vehicle deemed inappropriate by the Executive Board in its reasonable discretion is prohibited; provided, however, that trucks or other commercial vehicles necessary for construction or for the maintenance of the Common Elements, Units or any improvements thereto, are permitted.

4B. The parking or operation of motorized vehicles in landscaped areas and Common Element areas other than drive lanes and parking areas is prohibited.

4C. The following vehicles will be towed away immediately at the vehicle owner's expense:

- Inoperative vehicles, abandoned vehicles, or vehicles not moved in more than 10 days;
- Vehicles obstructing traffic, snow removal or trash collection or parked in a drive lane;
- Vehicles obstructing access to surface parking spaces except when properly parked therein;
- Vehicles parked in posted "No Parking" zones;
- Vehicles blocking access to fire hydrants or otherwise violating fire code or health and safety laws;
- Vehicles parked in landscaped areas;
- Unlicensed vehicles.

4D. No person shall do or permit anything to be done within the Project, or bring or keep anything herein which would conflict with the health and safety laws or with any insurance policy of the Association or with any rules of the Association or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Project.

#### **Section 5- Animals**

5A. There will be no pets permitted on premises other than those as noted in the Declarations and Covenants.

#### **Section 6 - Recreation Facility**

6A. Owners and occupants of units and their guests may only use the hot tub area. The hot tub shall be open for use from 8am to 10pm or such other hours of operating that the Executive Board shall determine from time to time. Owners and occupants of Residential

Units, and their guests, must wear suitable attire while using the Hot Tub. Regulation swimwear only is permitted in the Hot Tub areas, and there shall be no cut offs.

6B. Public intoxication is not permitted on or about the Hot Tub Area and no glass containers are permitted. No disruptive, profane or vulgar conduct is permitted on or about the Hot Tub Area, and no loud music is permitted on or about the area.

6C. Children under the age of twelve (12) must be accompanied at all times by an adult while on or about the Hot Tub.

**THERE IS NO LIFEGAURD ON DUTY IN THE HOT TUB AREAS. OWNERS AND OCCUPANTS OF UNITS AND THEIR GUESTS USE THE HOT TUB AT THEIR OWN RISK.**

### **Section 7 -Enforcement and Penalties**

7A. Owners shall be responsible for informing tenants, guests, invitees and contractors of these Rules and Regulations.

7B. The Executive Board in its sole discretion shall resolve situations and matters not addressed by these Rules and Regulations.

7C. Violations of these Rules and Regulations shall subject the applicable Owner to the penalties at the discretion of the Executive Board.

7D. First Violation: A warning notice to the applicable Owner to have eth violation immediately corrected. In the event the violation is not immediately corrected, a fine of up to \$25 per day shall be assessed.

7E. Subsequent Violations: A warning notice or a fine of up to \$50 per day for each same or continuing violation within a ninety (90) day period shall be assessed to the applicable Owner.

7F. Any Owner notified of a violation shall have thirty (30) days from the postmark date of any violation notification from the Executive Board to file a written protest with the Executive Board, and shall have the right to appear in person or by representative at the next Executive Board meeting. A final decision by the Executive Board shall be binding on the Owner.

7G. All fees, charges and penalties imposed by the Executive Board and costs incurred by the Association in enforcing these Rules and Regulations shall be considered default assessments enforceable against Units and Owners in accordance with the Declaration.

7H. The Executive Board, in accordance herewith, shall have the authority to take any additional remedial action it deems appropriate, including, but not limited to, the filing of a lien, the filing of an action for injunctive relief or money judgment. Nothing set forth

herein shall be construed to limit any remedy available to the Executive Board in the enforcement of these Rules and Regulations.

THE ABOVE RULES AND REGULATIONS HAVE BEEN UNANIMOUSLY APPROVED BY THE EXECUTIVE BOARD THIS 15<sup>TH</sup> DAY OF FEBRUARY, 2003.

Fred Davison  
Signature

Larry Glover  
Signature

Jim Shaw  
Signature

Frank Schrage  
Signature

Mike Black  
Signature

Rebecca Grub  
As Witnessed by East West Resorts

Addendums:

**Cinnamon Ridge III  
Unit Back Deck Responsibility Policy**

The Cinnamon Ridge III Association has established the following policy on unit back deck responsibility this 14<sup>th</sup> day of October 2006.

In accordance with the Cinnamon Ridge III Governing Documents, the Cinnamon Ridge III Association will remain responsible for unit back decks including normal maintenance such as routine repairs, re-carpeting and staining.

However, individual unit Owners will be financially responsible for repairs to unit back decks as a result of Owner, Tenant or Guest caused damage or negligence.

Any repairs of damaged areas that an owner may propose to arrange to be accomplished by themselves must be approved by the Cinnamon Ridge III Board of Directors and inspected by the Association Management company.

Individual Owner requests will be handled on a case by case basis by the Cinnamon Ridge III Board of Directors.

**Cinnamon Ridge III  
Safelock key policy**

The Cinnamon Ridge III Association has established the following policy on unit Safelock keys this 20<sup>th</sup> day of January 2007.

Each October, the Cinnamon Ridge III Association will mail 2 keys to the owner of each unit that will allow for access into the respective unit and the hot tub facility; each key will be programmed to work for 2 years. Owners working under individual rental management companies (such as Mountain Managers, Key to The Rockies or Sky Run), that make their own keys will receive 2 keys from the Association in October that will allow for access to the hot tub only.

Additional keys requested by owners or their management companies will be provided at \$3 per key. Owner key charges will be reflected on the monthly dues billing statements