

RULES AND REGULATIONS
The Ponds at Blue River
*Amended April 12, 2007 – **Amendments Highlighted***

The Bylaws of The Ponds at Blue River (PBR) require that the Executive Board establish, make and enforce such reasonable rules and regulations as may be necessary for the operation, use and occupancy of the development with the right to amend same from time to time.

Purpose

To create a harmonious and attractive development and to promote and safeguard the value of property and the health, comfort, safety, convenience and welfare of Unit Owners, and Occupants in the development.

Definitions

The terms "Common Element," "Executive Board," "Occupant," "Unit," and "Unit Owner," when used in these Rules and Regulations, shall have the meanings designated in the *Declaration of Covenants, Conditions, Restrictions and Easements for The Ponds at Blue River*, as the same may be amended from time to time.

Ownership & Occupancy

1. No Unit shall be used for other than residential purposes, except that home occupations, which conform with Summit County zoning regulations, must be approved by the Executive Board.
2. No Unit shall be partitioned, subdivided or combined with another Unit either by legal process or physical alterations without the prior written approval of the Executive Board.
3. No Unit Owner shall offer to sell any interest under a "timesharing" or other "interval ownership" plan without the prior written approval of the Executive Board. Ownership of a home, townhouse or duplex unit by a partnership or other legal entity comprised of four (4) or fewer families or individuals, all of whom are identified to the Executive Board, shall not be deemed to be a "timeshare" or other "interval ownership" as prohibited herein and in the Declarations.
4. Prior to rental of any unit for any period of thirty (30) days or more, the owner must submit a signed Rental Lease Compliance Notification form to the Executive Board. At no time shall a unit be occupied by more than two (2) persons per bedroom plus two (2).
5. Except for short-term occupancies of less than fourteen (14) days, occupancy shall be limited to two (2) persons per bedroom plus two (2). At no time shall a unit be occupied by more than 10 persons without prior written permission of the Executive Board.
6. An Owner shall be responsible for the actions of his tenants and guests and for their adherence to the Rules and Regulations, Declarations and By-laws. Any damage to the General Common Elements or common personal property caused by an Owner, or a member of an Owner's family or his guests or his tenants, shall be repaired at the expense of that Unit Owner.

Health, Safety & Quiet Enjoyment

1. No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit or vehicle, which may be a nuisance to the Unit Owner(s) or Occupant(s) of any other Unit. No exterior horns, whistles, bells or other sound devices except security devices used exclusively to protect the security of the property or improvements, will be placed or used on any portion of the Property.
2. No fireworks of any kind shall be carried, stored, displayed or exploded on or over the development
3. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the development, nor shall any Unit Owner or Occupant endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Unit Owner or Occupant.
4. A dumpster is provided for the disposal of normal household waste. Use of the dumpster for the disposal of bulky, hazardous or toxic materials, including, but not limited to, construction debris, paint, flammable liquids, furniture, appliances, carpet, carpet pad and tires is prohibited.
5. Waste not suitable for dumpster disposal, accumulations of refuse and other unsightly objects or materials shall be removed immediately by the owner, or failing owner compliance, at the owner's expense.

Exterior Appearance

1. Except for the items set forth in 2, below, no item of any kind, including, but not limited to, skis, bicycles, rafts, skateboards, rugs or other surfacing materials such as carpet, tile or decorative brick, furniture, trash, construction equipment, ladders, hoses, snowblowers, lawnmowers and other lawn and garden equipment, shall be kept or stored on front or rear porches, decks or any other location visible from outside the Unit.
2. Gas, charcoal, and electric barbeque grills, enclosed portable fire pits, outdoor ("patio") furniture, bird feeders and decorative items compatible with the design and style of the development may be placed and kept outside the Unit without the prior written approval of the Executive Board. Bird feeders can either be hung from a rear porch wall or hung from its own surface stand and may not be hung from gutters.

3. No clothing, swimsuits, towels, laundry or unsightly items shall be placed, hung or kept on gutters, porches, decks, railings or any other location visible from outside the Unit.
4. Sheets, blankets, bedspreads, towels and similar materials shall not be used for window coverings. Window coverings shall be maintained in good repair and present a color of white, off-white or natural wood when closed and viewed from outside the Unit. **Safety and solar control film may be lightly tinted with neutral color only, with 35% visible light transmittance or higher.**
5. Garage doors shall be maintained in good repair and remain closed except when vehicles are entering or exiting a Unit's garage or for short periods of time in connection with nearby outdoor activities.
6. No exterior television or radio antenna shall be placed, erected, constructed or maintained within the development without the prior written approval of the Executive Board. Requests for satellite dishes must be submitted in writing to the managing agent, who will oversee their placement in a Board approved location. Satellite dishes must be no more than 18" in diameter and no more than one dish per unit is allowed.
7. No signs of any kind will be displayed to the public view on or from any portion of the Property except: a) "For Rent" or "For Sale" signs provided that no more than one sign is erected and such sign does not exceed a total face area of six (6) square feet unless otherwise approved in advance by the Executive Board; and b) other signs approved by the Executive Board. All signs and boxes are explicitly prohibited from being attached to unit exteriors or displayed in unit windows.
8. 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. However, fences and hot tubs are permitted with prior written approval by the Executive Board and must be consistent with those approved additions already in place.
9. No tree, shrub, bush, other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, regraded, altered or otherwise disturbed, without the prior written approval of the Executive Board.
10. All landscaping additions or alterations in common areas shall be the responsibility of the Landscaping Committee and all such additions or alterations shall further be approved by the Executive Board in writing.
11. No work of any kind shall be done upon the exterior building walls or upon the General or Limited Common Elements by any Unit Owner without the prior written consent of the Board of Directors.

Vehicles & Parking

Parking in the development is limited by covenant and by zoning regulations. Outdoor parking is limited to not more than one permanent vehicle per Unit, **without the prior written consent of the Executive Board**. The primary parking spaces for the exclusive use of each Unit are in the Unit's garage and the driveway immediately in front of the garage.

1. Parking is prohibited at all times on Bald Eagle and Allegra Lane and in designated snow storage areas during the winter months. Parking along Robin Lane is allowed only in the designated parking spaces.
2. Outdoor parking of motor homes, campers, camper shells, buses, vehicles with tandem axles, trailers of all types, boats, snowmobiles, ATV's, motorcycles, vehicles of length over 15'6" or height over 7'6", construction related equipment such as backhoes, loaders, snowplows, and trucks over one ton shall be prohibited. Personal vehicles designed for use by the physically handicapped and licensed as such shall be exempt as well as emergency vehicles per applicable Colorado Statute. Any vehicle that displays advertisement of any business or product shall be required to park in the garage of the unit.
3. Garages and designated parking spaces (designated as either a part of a Unit, a Limited Common Element or as a part of Common Elements) are restricted to use as access or as a parking space for vehicles.
4. The conversion or alteration of garages into living areas, storage areas, work shop areas, or any other modification or alteration of the garages which would hinder, preclude or prevent the parking of the number of vehicles for which the garage was originally designed is prohibited, without the written consent of the Executive Board.
5. Each Owner shall keep any garage door of their Unit or assigned parking closed as frequently as possible, such that the visual effect of open garage doors are avoided and the contents therein are concealed from view from other Units and the streets.
6. The parking or operation of motorized vehicles in landscaped, groomed, open space, or wetlands areas is prohibited.
7. Mechanical work of any kind outside a garage unit is prohibited. Mechanical work on a vehicle within a garage is only permitted upon the unit owners' vehicles.
8. Vehicle owners shall cooperate with snow removal efforts by moving vehicles.
9. The following vehicles will be towed away immediately at the vehicle owner's expense or at the expense of the unit owner when that information can be determined:
 - a. Vehicles obstructing traffic, snow removal or trash collection.
 - b. Vehicles obstructing access to another Unit's parking spaces.
 - c. Vehicles parked in posted "No Parking" zones and by fire hydrants.

- d. Vehicles parked in landscaped, groomed, open space, or wetlands areas.
10. No abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in a Unit or within the Community except operable, collectible and/or special vehicles may be stored in garage areas. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer (excluding operable, collectible and /or special vehicles), or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles parked by Unit Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles. In the event that the Association shall determine that a vehicle is an abandoned or inoperable vehicle, then a written notice describing said vehicle may be conspicuously placed upon the vehicle or may be mailed to the appropriate Unit Owner. If the abandoned or inoperable vehicle is not removed within seventy-two (72) hours after providing such notice, the Association shall have the right to remove the vehicle, and the owner thereof shall be solely responsible for all towing and storage charges.
 11. Any member of the Executive Board or its designated managing agent shall have the authority to redirect or restrict the parking of any vehicle to facilitate traffic flow, parking access, snow removal or trash collection.

Structural Alterations

1. No structural, color, or cosmetic alteration to any Common Element or Unit, including, but not limited to, the removal or relocation of any interior wall or the construction, reconstruction, replacement, removal or addition of any skylight, window, door, wall, deck, railing, air conditioning or heating unit, vents, hot tub, awning or light fixture visible from outside the Unit may be made without the prior written approval of the Executive Board.
2. Any Unit owner desiring to make any alteration shall submit plans and specifications to the Executive Board, no less than 30 days in advance of such alteration, showing the nature, kind, shape, height, materials and location of the proposed alteration(s) in sufficient detail so that the Board may make an informed decision. Any costs incurred by the Board in making such decision shall be assessed to the applicant.
3. Tradespeople, workers or contractors hired to perform work within the development, including individual Units, shall be licensed and insured pursuant to Summit county building codes and other applicable regulations.
4. All work shall be performed in accordance with applicable Summit County building codes.
5. All construction debris shall be removed from the development at the Unit Owner's expense and shall not be deposited in the PBR dumpster.
6. Noise from construction is prohibited from 7:00 p.m. to 6:59 a.m. daily.

Animals

1. No animal of any kind shall be raised, bred or kept within the development, except that dogs and cats may be kept in combination not to exceed four (4) in number, provided, however, that not more than two (2) may be dogs. In addition, small caged birds and small pet fish such as goldfish and tropical fish may be kept. No other animal may be kept without the prior written approval of the Executive Board.
2. All dogs over the age of three (3) months shall have a valid Summit County Pet Animal License after having been kept on the premises for any consecutive fourteen (14) day period.
3. No kennels or fenced-in areas for confinement of animals shall be permitted.
4. Dogs may be tethered only when the owner is on the premises and the dog tether must be a screw type anchor located within one foot of the wall closest to the back entrance door. The chain must be stored on the patio when not in use.
5. Pets shall not be allowed to endanger the health or safety of any person or animal, nor shall they be allowed to annoy any Unit Owner or Occupant, or disturb the peace of any other person by habitual barking, howling, yelping or whining or by being obnoxious in any other way.
6. Pet owners must clean up after their pet(s) by picking up the feces in a sanitary bag and disposing of it in a dumpster.
7. To minimize chances of attracting nuisance wildlife on the Property, dogs and other pets shall not be fed outside.
8. Damage to any landscaping, wetlands or open space, Common Element or Unit caused by any pet shall be repaired at the unit owner's expense.

Enforcement & Penalties

1. Unit Owners shall be responsible to inform Occupants, tradespeople, contractors and workers of the contents of these Rules and Regulations.
2. Situations not covered by these Rules and Regulations shall be resolved by the Executive Board in its sole discretion.
3. Violations of these Rules and Regulations, as well as violations of the Declarations of PBR ("Declarations") and Bylaws of PBR ("Bylaws") shall subject the Unit Owner to the following potential penalties at the discretion of the Executive Board:

- a. Management shall have the discretion to issue a warning notice to have a violation corrected in twenty calendar days of the first violation of the rules where the violation does not constitute a danger or nuisance, for example improper parking of a vehicle and using a garage solely for storage. Violations that affect the quiet enjoyment of other occupants may subject the owner to either a warning or a fine of up to \$100 at the discretion of the Board.
 - b. Each additional violation within a 90 day period or continuing violations that are not corrected within twenty days of notice shall subject the owner to an additional warning or to a fine of \$50 to \$100 per violation at the discretion of the Board.
 - c. If a continuing violation is not corrected as set forth above, an additional \$100 fine may be assessed for every 30 days so long as the violation continues unabated.
 - d. In addition, the foregoing notwithstanding, for any violation for the discharge of oil or other vehicular fluids, or major vehicle repairs, the violation shall be assessed a minimum mandatory fine of \$100.00.
4. A Unit Owner notified of a violation shall have twenty (20) days from the postmark date of any notification to file a written protest and shall have the right to appear in person, by representative or written response at the next monthly meeting of the Compliance Committee of the Executive Board. It is the responsibility of the owner to notify the Executive Board when a violation is corrected so that an inspection may be conducted to verify compliance with the HOA Rules and Specifications.
 5. The decision of the Executive Board shall be final. All fees, charges and penalties imposed by the Executive Board and costs incurred by the PBR in enforcing these Rules and Regulations, the Declarations and Bylaws shall be considered assessments enforceable against Units and Unit Owners.
 6. All owner complaints, request, problems or other issues pertinent to Executive Board consideration must be submitted to a member of the Executive Board in writing. No phone calls for the above purposes shall be accepted by a Board member except in cases of emergency. The Executive Board shall respond to a petitioning Owner within a reasonable period of time from receipt of written notice.
 7. The Executive Board 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, or the filing of a suit for unlawful detainer.
 8. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in any common or limited common element of the complex.

Adoption & Amendment

These Rules and Regulations were duly adopted by the Executive Board of The Ponds at Blue River Homeowners Association on September 28, 2002. They are subject to amendment by the Executive Board at any scheduled meeting after being drafted and submitted to the membership for review and comment at least thirty (30) days prior to adoption.