

RULES AND REGULATIONS
OF
THE PHOENIX AT STEAMBOAT, A CONDOMINIUM

THE PHOENIX AT STEAMBOAT CONDOMINIUM ASSOCIATION, a Colorado non-profit corporation (the “Association”), by (the “declaration”) for the Phoenix at Steamboat, A condominium (the “condominium Project”), and in the Articles of Incorporation and By-Laws of the Association, does hereby publish and declare the following as Rules and Regulations respecting the Condominium Project and the units and common elements, all property of the Association for common use, and the use and occupancy by owners, tenants, guests and invitees of the units and common elements and common property.

1. Purpose:

These Rules and Regulations are made for the purposes of promoting the best interests of owners and occupants of condominium units in the Condominium Project, to secure full, fair and safe utilization and enjoyment of the Condominium Project by such owners and occupants, to protect and enhance the property values of the condominium units, to protect persons and property against injury or damage, and in general to promote the health, safety, morals and general welfare of the owners and occupants and to make the Condominium Project a pleasant place in which to live.

2. Applicability:

These rules and regulations are applicable to owners, tenants, guests, and invitees respecting compliance with these rules and regulation and the Declaration. The Association or its manager or managing agent will make reasonable efforts to warn owners, tenants and guests of infractions of these rules and regulations, but failure to so warn shall not be an excuse for or defense of such infraction. Paragraph 6 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 options of the Association and on notice to the owner, such liquidated damage sum to be a special assessment against such owner's unit, for which the Association shall have lien and collection rights specified in paragraph 8 of the declaration. Therefore, in all cases, an OWNER IS LIABLE FOR ALL LIQUIDATED DAMAGE ASSESSMENTS FOR VIOLATION OF THESE RULES AND INVITEES OF SUCH OWNER. The Association reserves all remedies for collection of such liquidated damage assessments as are specified in paragraph 8 of the Declaration, including foreclosure of the lien therefore against an owner's unit.

3. Tenants and Guests:

Every owner shall rent his condominium with and through the exclusive rental agent designated by the Association, if the Association has entered into a contract as provided in the By-Laws. If the Association has not entered into an exclusive rental agent agreement, then an owner who rents his condominium unit to a tenant or guest should advise the Association or its manager or managing agent in writing, so that the Association may be better able to prevent or correct violations of these rules and regulations. If an owner executes a rental management agreement respecting his unit, the owner shall promptly notify the Association of such fact and the name and address of rental management agent prior to tenant occupying the unit.

4. General Rules and Regulations:

A. Those portions of the general common elements utilized for ingress to and egress from the condominium units including, without limitation, stairs, stairways, stairwells, interior, and exterior walkways, shall not be obstructed or used for any purposes other than for ingress to and egress from the condominium units, nor shall the same be utilized for storage or placement of furniture, articles or pets, including, without limitation, plants, ski boots or other ski equipment, boxes, bicycles, baby carriages, etc. No boats, campers, trailers or other personal property, of whatever size, shall be stored on or allowed to remain on the general common elements, such as the grounds or parking lots unless approved in advance in each instance by the Association.

B. No owner of occupant shall make or permit any disturbing noises to be made in any building housing units or on the premises by himself, his family, and 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 other owners or occupants. No owner or occupant shall play or allow to be played any musical instrument, radio T.V., hi-fi, tape recorder, stereo or the like in the common areas or any unit between the hours of 10:00 o'clock P.M. and the following 8:00 o'clock A.M. if the same shall disturb or annoy other owners or occupants of the building.

C. Owners and occupants shall not be allowed to put any identifying sign or for rent or sale sign in any entry, passageway, vestibule, hall, deck, window or stairway of the building, except for a small name or identification sign on the door of condominium.

D. Children shall not be permitted to loiter or play unattended on the stairways or in the halls, parking designated by Association for use and play by children and then only if attended by an adult.

E. The water closets and other water apparatus shall not be used for any purpose other than that for which there were constructed and intended, and no sweepings, rubbish, rags, papers, ashes, diapers or other items or substances shall be thrown therein. Any damage to the property of others, including the common elements, resulting from misuse of such facilities, of any nature or character whatever, shall be the liability of the owner responsible.

F. Nothing shall be thrown or emptied by the owner, or their family, guests, tenants, or invitees, out of the windows or doors, or down the stairways, or in the common areas, nor shall anything be hung outside of the windows or balconies or deck floor, excepting only cut and neatly stored firewood. No barbeque grills are allowed in the units or on the balconies.

G. Unit owners and their immediate family members solely, shall be allowed reasonable sized pets in the condominium units and the common areas of the Condominium Project: however, guests are not allowed to keep pets in condominium units or on the common areas of the Condominium Projects. Except as expressly permitted in the paragraph G. or in accordance with the Americans with Disabilities Act, no animals of any kind shall be allowed in the Project under any circumstances. Absolutely no pets shall be permitted at any time in or immediately adjacent to the pool/spa/patio area of the common elements. **NO RENTER (LONG OR SHORT TERM) OR GUEST OF AN OWNER MAY HAVE AN ANIMAL IN THE PROJECT.** Owners of a unit are permitted up to a total of two domesticated dogs or cats in their own unit at any one time, upon registration of said animal(s) with the Managing Agent of The Phoenix and in accordance with City of Steamboat Springs Animal Ordinance.

H. Trash and refuse shall not be stored or kept on any common areas or outside of any units. Each owner, tenant and guest is responsible for placing trash and refuse in tied plastic bags in the trash collection container or containers provided by the Association.

I. Water shall not be left running for any unreasonable or unnecessary length of time. Owner shall be responsible for any damages done to the property of another, including the common area, by negligence or misuse of such facilities.

J. No owner or occupant shall interfere in any manner with any portion of the heating or lighting apparatus in or about the building, or the fireplace flues. No coal burning heating devices are allowed.

K. No outside window shades, awning 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 elements without the prior written approval of the Association.

L. No antennae, aerial, outside wiring, exterior-vented air conditioning, or similar connection or installation shall be installed by owners or occupants outside of any unit. Any such antenna, aerial or wiring or air-condition units erected on the roof or exterior walls of the building without the prior consent of the Association may be removed without notice.

M. Unless the Association gives advance written consent in each and every instance, 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 air-conditioning apparatus, or use any illumination other than electric light, or use or permit to be brought into any building or garage, any inflammable oils or fluid or other explosives or articles deemed hazardous to life, limb, or property.

N. The manager or managing agent of the Association will retain a passkey to each unit. No owner or occupant shall alter any lock or install a new lock on any door leading into the unit 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 its manager or managing agent.

5. Parking Area Regulations:

A. Park vehicles only in designated areas. No vehicle belonging to an owner or to a member of his immediate family or to his tenants, guest or invitees shall be parked in such manner as to impede or prevent ready access to other parking spaces by other persons.

Abandoned cars will be removed by the Association. 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 premises.

B. Vehicles shall not be parked on the public roadways adjacent to the Condominium 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.

C. An owner shall not use, nor shall he permit his immediate family, guests, tenants, or invitees to use, parking spaces of other owners for any purpose. If the Association shall specifically designate parking spaces allocable to each unit, then the Association reserves the right to remove vehicles improperly parked or left in another owner's space, at the expense of the vehicle's owner.

6. Liquidated Damages: For each and every violation or infraction of any rule or regulation specified in paragraphs four and five above, the liquidated damage sum which may be assessed by the Association on written notice to the owner shall be \$100.00, 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 the \$100.00 liquidated damage assessment. The Association shall promptly notify the owner of a unit in writing of the assessment of any liquidated damage sum, and such assessment shall be promptly paid by such owner.

Signed and dated on following page.

EXECUTED as of the _____ day of _____, 2017.

PHOENIX AT STEAMBOAT
CONDOMINIUM ASSOCIATION

BY: _____
Larry Wheat - President