

EAGLE VIEW HOMEOWNER'S ASSOCIATION

RULES & REGULATIONS

(Effective Date: February 1, 2020)

1.0 APPLICATION AND AUTHORITY

1.1 Purpose. These rules and regulations ("Rules") have been established to ensure the maximum enjoyment of the neighborhood by all residents, protect the investment of the Homeowner and make the neighborhood, as a whole, a place where owners take pride in the property.

1.2 Authority. These Rules have been approved by the Board of Directors in accordance with the Colorado State's Homeowners' Association's statute, the Association's Declaration (Articles XVI and XXVII), Articles and Bylaws and are subject to change with notice to all owners and residents by email, as posted on the community website, or in the instances where a resident has no email address, to their last known mailing address.

1.3 Inclusion of CCRs. These Rules are intended to supplement the Association's Declaration of Conditions, Covenants and Restrictions ("CCRs"). Some contents of the Declaration of Conditions, Covenants and Restrictions are incorporated herein by reference.

1.4 Publication. A copy of the Rules shall be published on the community website, provided to or sent to owners (on request) at their last known address. Owners are responsible for providing a copy to tenants.

1.5 Universal Application. All owners, tenants, guests and pets are subject to these Rules. It is the responsibility of the owner(s) to notify tenants and guests of these rules, and the owner shall be held responsible by the Board of Directors for actions of the residents/guests in violation of these rules.

1.6 Conflicts. If these Rules conflict with the Declaration (the CCRs), the Declaration shall control.

1.7 Exceptions. Limited exceptions to these Rules may be considered on a case by case basis and require a written request to the Board. The Board determination shall be defined as final.

2.0 OCCUPANCY REGULATION

2.0 Maximum Occupancy: Units shall be limited to the following number of owners and long or short-term tenants:

- One Bedroom Unit Four People
- Two Bedroom Unit Six People
- Three Bedroom Unit Eight People

2.1 Guests. The occupancy restrictions do not apply to family or friends who are visiting owners or tenants for a reasonable amount of time, not to exceed 30 days.

3.0 PARKING

3.1 Vehicles/Parking. Vehicles may not be parked so as to obstruct passage, ingress or egress of other vehicles or persons on the property. All vehicles shall be parked within designated areas or other marked boundaries for such vehicles. All vehicles are restricted to paved surfaces, including the street, driveways and parking areas on the property. There shall be no parking or routes of passage across any other portions of the property, including all lawn areas and sidewalks. Parking must comply with all applicable governmental laws, ordinances and regulations.

3.2 Parking Allocation. Parking of two (2) vehicles per unit is permitted—one (1) in the unit-designated space and one (1) in a visitor space (as needed). Each vehicle shall occupy only one parking space. Storage of any vehicles (an unlicensed vehicle, one with an expired license, or one that is stationary for more than 30 days) is not allowed, without the prior permission of the Board.

3.3 Alternate Vehicles. Boats, trailers, campers, motor homes, commercial trucks and vans, buses, and other such vehicles shall not be allowed to park overnight in parking areas, except as allowed by the Association, and in no case for longer than 72 hours. This prohibition does not include pickup trucks with caps or covered beds.

3.4 Commercial Vehicles. There shall be no parking of commercial vehicles, including any vehicle which has a primary purpose which is commercial in nature, except those contracted to do maintenance work within the condominium complex or for irregular visitors. Public safety vehicles of a reasonable size are exempt from this requirement.

3.5 Vehicle Appearances. All motor vehicles must be maintained as not to create an eyesore for the community. An eyesore shall be deemed to exist when two or more residents complain to the Board, or a majority of the Board members deems it an eyesore.

3.6 Vehicle Repairs. No significant repairs or service to any vehicle will be permitted on the premises; provided, however, that minor routine maintenance work on the owners' own vehicles or emergency service such as tire and battery repairs is permitted. Toxic fluids from vehicles, such as anti-freeze or oil, may not be discharged into the sewer or drainage systems. Limited washing of vehicles on the grounds is permitted, so long as the same is not for commercial purposes.

3.7 Vehicle Removal. In the event a vehicle is determined at the sole discretion of a majority of the Board to be found in violation with these rules, or when a vehicle is inappropriately parked in a designated parking space assigned to one unit, the vehicle may be removed at the owner's expense, as permitted by law.

4.0 ARCHITECTURAL CHANGES, AND IMPROVEMENTS

The following restrictions and guidelines are applicable to construction, maintenance and improvements on all the residential properties:

4.1 Prior Written Approval Required for ALL Projects. No fence, hedge, wall or other structures or objects, arbors, screen/storm doors, entry doors, windows, shutters, air conditioning units, cement work, walkways, dog runs, play structures, basketball hoops, awnings, remodels, satellite dishes, etc., shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration to the lot's grading or structures therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the

same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board. Complete and send in a written, detailed request at least 2 weeks prior to your project start date.

4.2 Signs/Decals. No signs, bill boards, or other advertising structure or device shall be displayed to the public view on any Lot, except one sign not to exceed five square feet in area, may be placed on a Lot to offer the property for sale or rent and one sign identifying a security company/system. One for sale or rent sign will be allowed at the entry to the Plat, unless otherwise authorized and approved by the Board. Political yard signs not more than five square feet, of a temporary nature, will be allowed during campaign periods on Lots. Within five (5) days of the occurrence of the election, such signs must be removed from Lots. The Board may cause any sign placed on Properties in violation of this provision to be removed or destroyed. No decals shall be displayed on any window facing the street, with the exception of those identifying a security company/system. Security decals should be placed in either one of the bottom corners of the windows.

4.3 Antennas/Satellite Dishes. The Association shall regulate the placement, installation, and use of all outside aerials, antennas, and satellite dish antennas. Prior written approval by the Board shall be required prior to the placement or installation of any aerial, antenna, or satellite dish antenna upon any property governed by the ASSOCIATION. All written requests for the placement and installation of any aerial, antenna, or satellite dish antenna upon any property governed by the ASSOCIATION shall include a detailed diagram of the dimensions of the aerial, antenna, or satellite dish antenna and the proposed location of the placement or installation of the aerial, antenna, or satellite dish antenna.

4.4 Mechanical Equipment. Air Conditioners and similar exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner to minimize noise and safety impacts. The Board shall approve the use of natural landscaping and/or lattice work enclosure to screen such equipment.

4.5 Evidence of Compliance with Restrictions. Records of the Association with respect to compliance with the provisions of the Declaration shall be conclusive evidence as to all matters shown by such records. After the expiration of six (6) months following the completion of any approved construction, addition, alteration or change to any building on a building site, in the absence of any notice to comply or in the absence of any suit to enjoin such work or to force compliance by change or removal of such work within said period, then and in that event said structure work, improvement or alteration shall be deemed to be in compliance with the provisions of the CCRs and these Rules.

4.6 Holiday Decorations. Residents who put up holiday decorations must take them down no later than 30 days after the holiday has passed.

4.7 Windows. Owners may replace windows and doors, with the approval of the Board prior to said installation. The windows and doors must match the others around the neighborhood and should be of similar design and similar color. The trim must also match other windows and doors on the building.

5.0 RENTALS

5.1 Rental Guidelines. The rental or lease of units is outlined in the Declarations and should be referenced for a comprehensive list of rules governing rental or leasing of units.

5.2 Rental Length. Short term rentals prohibited. No unit shall be leased or rented to any tenant or other non-owner occupant for a term of less than five consecutive nights.

5.3 Rental Agreements. Every rental agreement of a condominium unit to a tenant must be a written document containing, in addition to any other usual lease terms, the following information: (a) the names of all occupants, (b) a description and license number of all motor vehicles to be parked on the premises, and (c) the expected date of termination.

5.4 Rental Requirements. Every unit owner who leases a unit to a tenant shall (a) give the tenant a written copy of the latest version of the Eagle View Rules and Regulations.

6.0 PETS

6.1 Animals. No animals, other than dogs, cats, caged birds, tanked fish, and other conventional small household pets, may be kept on any Lot.

6.2 Leashes. Animals shall not be allowed to run at large. Leashed animals are permitted within rights-of-way.

6.3 Pet Waste. The person accompanying the animal must remove animal waste deposited on lawns and rights-of-way.

6.4. Removal of Aggressive Animals. The Board may require, with consultation of local authorities, the removal of aggressive animals, with notice provided to the homeowner to correct the situation, prior to removal of the animal.

7.0 SAFETY AND SECURITY

7.1 Noise. No owner or lessee shall create or permit any disturbance that will interfere with the rights, comforts, or convenience of others. No noise that disturbs other residents shall occur between the hours of 10:00 P.M. and 7:00 A.M.

7.2 Outdoor Lighting. Outdoor lighting including that in entry areas shall not be altered, disconnected, or turned off nor bulbs unscrewed or removed. Only white bulbs may be used.

7.3 Fire Safety. All smoking materials (i.e. cigarettes, cigars and e-cigarettes) shall be disposed of in an appropriate fireproof container. All wood burning fireplaces should be inspected annually and cleaned as necessary. It is recommended that all gas fireplaces be inspected every two years.

7.4 Winter Temperatures. Thermostats shall be maintained at 50 degrees Fahrenheit, especially in unoccupied units, to prevent bursting of water pipes in common walls.

7.5 Traffic Safety. The parking lots and driveways shall not be used as a playground. Speed in the parking lot should be no faster than an adult can walk.

8.0 COMMON AREAS

8.1 Deck and Open Space. The deck and open lot are intended for use by residents and their guests. Children under the age of 8 must be accompanied by a parent or adult.

8.2 No Storage Use. Furniture, bicycles, canoes, skis, toys, yard ornaments, construction debris or general clutter shall not be left outside condominium units in common areas at any time. These items so left may be impounded and destroyed at the owner's expense.

8.3 Damage. No owner or lessee will cause damage to any of the common areas including but not limited to shrubs, tables, courtesy lights, parking spaces, or roadway, as the owner will be liable for those damages. Owners shall be responsible to the Association for any property damages to the general or limited common areas caused by any person, child or animal staying in, living in, or visiting their unit.

8.4 Landscaping. Only authorized personnel may water using the sprinkler system. Owners should not plant trees or large bushes in common areas without approval by the Board.

9.0 BALCONY (Above Ground Floor) AND PATIO (Ground Floor) AREAS

9.1 Patio and Balcony Use. Patios and balconies must be kept in a clean and uncluttered condition, to discourage insects and rodents and to keep the buildings safe from fires. Patios and balconies are to be used for normal outdoor furniture and grills may be used on ground floor patios only. Grills are not allowed to be used on above ground balconies. These areas shall not to be used for storage, except for non-motorized bicycles or personal sporting equipment (number not to exceed number of residents per unit).

9.2 Use Restrictions. No structures shall be erected on decks, patios or in common areas (i.e. tents, dog houses, canopies, large playhouses, fencing or screening).

9.3 Grills. Open-flame cooking devices shall not be operated on combustible balconies or within 1 foot of combustible construction. Gas grills may only be used on concrete decks, concrete patios, or on the common deck, so long as the device is not used within 1 foot of any exterior building wall or fence. Charcoal grills are completely prohibited. No grills are to be used or stored in covered entry areas, nor used on a second-floor balcony. All grills shall not be used or left unattended while in use and may only be used when the grill is greater than five feet of any exterior building wall. Electrical grills may be used without restriction, so long as they are not left unattended while in use and not used on a second story balcony.

9.4 Firewood. Firewood may be stockpiled on a main floor concrete patio or on the ground areas abutting a concrete patio or unit, so long as it does not inhibit landscaping, snow removal or otherwise inhibit enjoyment of the common areas. Firewood must be stored more than a foot from any exterior building wall or any fence. No firewood shall be stored under stairways or on second floor balconies. No Hazardous or toxic materials shall be stored on decks or patios or in entry areas.

9.5 Clotheslines. There shall be no clotheslines or other clothes drying visible from other units, common areas, or the street.

10.0 TRASH REMOVAL

10.1 Trash Containers. Homeowners must place all garbage within assigned collection containers and owners must comply with the following guidelines:

- Trash must be placed in a closed bag sufficient to prevent spillage of contents before being placed in the dumpster. Keeping any trash or recyclables containers on the side of your house is not permitted.
- The trash containers are for resident use only, and no guests may place large amounts of trash in the containers. No trash whatsoever is to be left outside the dumpster.
- Empty boxes must be flattened and/or cut up before being placed in the dumpster.
- Large plastic containers (i.e. gallon milk jugs) should be flattened to conserve space in the dumpster.
- No active fireplace ashes are to be placed in the dumpster. Cold ashes shall be placed in a sealed bag prior to placement in the dumpster.
- No large items (i.e. furniture, mattresses, tires, grills, construction materials, etc. are to be placed inside or outside the dumpster. Residents are responsible for taking items to the Estes Park Transfer Station (Waste Management). Any items of such nature disposed in or around the dumpster and resulting in increased cost for the Association will be billed to the owner.
- No paint, motor oils, petroleum products or other hazardous or toxic materials are to be placed in or outside the dumpster. These items are to be taken to the Estes Park Transfer Center.
- Dumpster lids are to be closed and secured at all times to comply with all wild animal regulations.
- To reduce filling our dumpster and landfill, recyclables may be taken to the Estes Park Transfer Station.

11.0 ENFORCEMENT OF RULES

11.1 Board's Authority. These Rules shall be adopted and enforced by the Board of Directors as provided for in the Enforcement Policy (Portions included below), adopted in November of 2017. Further authority is vested within the Articles of Incorporation and in the Declaration of the Association. Owners are responsible for compliance by their tenants.

11.2 Homeowner Complaints.

Self Help First. If you are disturbed by the actions of other residents, you may wish to make a personal contact with the offending party to make them aware of the situation. Often a friendly reminder resolves the situation. If the grievance is not rectified after talking with the other party, you may submit a written formal complaint to the Board.

Written Complaints. If you feel that one of more of the Association Rules have been violated, you may submit a written or electronic complaint to the Board of Directors. Complaints must be dated, identify the specific rule or rules suspected of being violated and signed by the party submitting the complaint.

Board Response. As soon as is practicable, the Board will consider the complaint and make a determination as to whether any rules have been violated and if any further action is necessary to stop the violation. The Board will endeavor to inform the complainant of the Board's decision.

Alternate Dispute Resolution (ADR) Process. To encourage resolution of complex or controversial disputes between the HOA and an Owner or between specific Owners, the Board has adopted an ADR Process, which is described in detail on the Governance page

of the community website. All parties should aspire to resolve conflicts using this matter whenever self-help or more congenial approaches to resolve disputes are unsuccessful.

11.3 Fines. As a last resort, violations of these Rules may result in the imposition of a fine. The Board will determine which behavior (or time intervals for chronic conditions) constitute a separate violation.

General Fine Schedule. Fines may be imposed, at the sole discretion of the Board, as follows:

Violation Notice	Fine/Penalty
First Violation	\$100
Second Violation	\$250
Third Violation	\$500
Fourth Violation	Legal Action to Commence

11.4 Fees and Costs. In addition to any fine assessed, the property owner/resident, will be responsible for the costs associated with the violation, including, but not limited to repair of damaged property and any attorney's fees or other fee incurred by the Board which may be associated with the violation.

11.5 Lien for Charges. Fines and damage assessments imposed under these Rules will give rise to lien rights in the Association for collection of amounts due, and such liens may be enforced the same as general liens for delinquent assessments.

11.6 Alternative Remedies. Nothing in this section shall be construed as a prohibition of or a limitation on the right of the Board to pursue other means to enforce the provision of the various Association documents, including but not limited to legal action for damages or injunctive relief.

11.7 Interpretation of Guidelines. The Board shall have the right to determine all questions arising in connection with these Guidelines and to construe and interpret the provisions of the Guidelines, and its good faith determination, construction or interpretation shall be final and binding. The Board, in the discharge of its obligations hereunder and in its deliberations, shall act fairly in making decisions concerning various plans, specifications, plot plans and landscape plans submitted to it by various owners for consideration. The determination of the Board, as to non-compliance, shall be in writing signed by the Board and shall set forth in reasonable detail the reason of non-compliance.

12.0 GENERAL PROVISIONS

12.1 Dues Assessment. Monthly dues are due on the first of each month; those not received within 10 days are subject to late fees, as permitted by the Declarations.

12.2 Telephone Numbers and Email Addresses. All homeowners are required to provide current phone numbers and email addresses to the Board. This information will be used only by the Board for Association purposes. No phone numbers or email addresses will be given to or shared with any other party, if the owner does not consent. It is a general practice to share owner contact information with all owners, to facilitate positive and efficient neighborly relations.

12.3 Amendments. These Rules may be amended by the Board of Directors in accordance with the Articles of Incorporation of the Homeowners' Association and the Declarations.

12.4 Severability of Provisions. If any clause, phrase, provisions or portion of rules or the application of them to any person or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of these rules nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other permitted persons or circumstances.

12.5 Compliance with the Law. No owner, or member of the community may engage in illegal activity at any time, in any place, including, but not limited to illegal drug use or underage alcohol or drug use. Such matters may be referred to local authorities for further handling and resolution.