

RULES AND REGULATIONS
LOGEPOLE VILLAGE TOWNHOMES ASSOCIATION, INC.

Amended January 13, 2007

The Bylaws of the Lodgepole Village Townhomes Association, Inc. (LVTA) 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 townhome project with the right to amend same from time to time.

Purpose

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

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 Lodgepole Village Townhomes* 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 may be approved by the Executive Board.
2. No Unit shall be partitioned, subdivided or combined with another Unit either by legal process or physical alteration 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.
4. All leases or rental agreements shall be submitted to the Executive Board for compliance with all pertinent Rules and Regulations.
5. Except for short-term occupancies of less than fourteen (14) days, occupancy shall be limited to two (2) persons per bedroom.

Health, Safety & Quiet Enjoyment

1. No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit which may be a nuisance to the Unit Owner(s) or Occupant(s) of any other Unit.
2. No fireworks of any kind shall be carried, stored, displayed or exploded on or over the townhome project.
3. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the townhome project, 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 not be placed, kept or allowed to remain within the townhome project and shall be removed expeditiously at the owner's expense.
6. Each unit shall be equipped with an automatic water shut off device approved by the Executive Board and maintained in good working order by the Unit Owner(s). Such devices shall have, at a minimum, both "home" and "away" modes with the capability of switching automatically from "home" to "away" after a period of no water flow. "Home" mode shall be

set for not more than 45 minutes of continuous water flow; “away” mode shall be set for not more than 60 seconds of continuous water flow; and, an automatic switching from “home” to “away” mode shall be set for not more than 18 hours after last detected water flow.

Exterior Appearance

1. Except for the items set forth in 2, below, no item of any kind, including, but not limited to, *charcoal* barbeque grills, skis, bicycles, skateboards, rugs, furniture, trash, construction equipment, ladders, hoses, snowblowers, lawnmowers and other lawn and garden equipment, shall be kept or stored on or under balconies, porches, decks or any other location visible from outside the Unit.
2. *Gas and electric* barbeque grills, outdoor (“patio”) furniture, bird feeders and decorative items compatible with the design and style of the townhome project may be placed and kept outside the Unit without the prior **written approval** of the Executive Board.
3. No clothing, swimsuits, towels, laundry or unsightly items shall be placed, hung or kept on balconies, 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.
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 or satellite dish shall be placed, erected, constructed or maintained within the townhome project without the prior **written approval** of the Executive Board.
7. No sign, billboard, poster board or advertising structure of any kind, including signs for the sale, rental or leasing of any Unit, shall be placed, erected, displayed or maintained anywhere within the townhome project, including on the balconies, porches, decks, windows and exterior walls of individual Units.
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 within the townhome project.
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.

Structural Alterations

1. No structural 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, hot tub, awning or light fixture visible from outside the Unit may be made without the **written approval** of the Executive Board, except that windows, doors, railings and light fixtures may be replaced with identical items without prior **written approval**.
2. Any Unit Owner desiring to make any alteration shall submit plans and specifications to the Executive Board 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 reasonable 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 townhome project, 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 townhome project at the Unit Owner's expense and shall not be deposited in the LVTA dumpster.
6. Noise from construction is prohibited from 7:00 p.m. to 6:59 a.m. daily.

Animals

1. Only Unit Owners are permitted to keep animals within the townhome project, subject to the limitations and conditions set forth below.
2. No animal of any kind shall be raised, bred or kept within the townhome project, 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 such as canaries and parakeets 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.
3. 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.
4. All dogs when outside shall be on a leash. Dogs may be tethered outside, but only at the rear of the Unit occupied by the dog's owner on a tether not to exceed 15 feet in length. One end of the tether must be secured not more than 12 inches from the Unit's foundation; the other end shall not be secured.
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) and dispose of the feces in a sanitary manner.
7. Damage to any landscaping, Common Element or Unit caused by any pet shall be repaired at the pet owner's expense.

Vehicles & Parking

Parking in the townhome project is limited by covenant and by zoning regulations. Outdoor parking is limited to not more than three vehicles per Unit. 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. Some Units also have a secondary parking space on the outside perimeter of the paved circle directly in front of the Unit, adjacent to the Unit's driveway. The spaces adjacent to the townhome project's entrance are reserved for short-term visitor and guest parking.

1. Parking is prohibited in the lane adjacent to the landscaped circle as this area must be kept clear for emergency access and trash collection at all times and for snow plowing and snow storage during the winter months.
2. Outdoor parking of motor homes, vehicles with tandem axles, trailers of all types, boats, snowmobiles, ATV's, motorcycles, or any similar vehicle deemed inappropriate by the Executive Board is prohibited.
 - a. When motorhomes are used as the only means of transportation, they may be permitted in the parking area provided they meet all other criteria of these Rules and Regulations, are not being lived in, are parked in the primary or secondary parking space of the Unit occupied by the motor home owner or operator, and do not obstruct the normal flow of traffic or access to other parking spaces; however, in no case shall motor home parking exceed seven (7) consecutive days.
 - b. Trailers may be permitted in the parking area when used in conjunction with Unit occupancy provided they meet all other criteria of these Rules and Regulations, are parked in the primary or secondary parking space of the Unit occupied by the trailer owner or operator, and do not obstruct the normal flow of traffic or access to other parking spaces; however, in no case shall trailer parking exceed seven (7) consecutive days.

3. The parking or operation of motorized vehicles in landscaped areas is prohibited.
4. Mechanical work of any kind, including changing of oil and oil filter removal, is not permitted.
5. The following vehicles will be towed away immediately at the vehicle owner's expense:
 - a. Vehicles that are inoperative or not properly licensed.
 - b. Vehicles obstructing traffic, snow removal or trash collection.
 - c. Vehicles obstructing access to another Unit's parking spaces.
 - d. Vehicles parked in posted "No Parking" zones and by fire hydrants.
 - e. Vehicles parked in the lane adjacent to the landscaped circle.
 - f. Vehicles parked in landscaped areas.
6. Vehicles parked in one spot for 48 hours will be tagged. If not moved within seven (7) days after being tagged, the vehicle will be presumed to be abandoned and will be towed away at the vehicle owner's expense.
7. Any member of the Executive Board shall have the authority to redirect or restrict the parking of any vehicle to facilitate traffic flow, parking access, snow removal or trash collection.

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 Lodgepole Village Townhomes ("Declarations") and Bylaws of Lodgepole Village Townhomes Association, Inc., ("Bylaws") shall subject the Unit Owner to the following potential penalties at the discretion of the Executive Board:
 - a. First Violation: A warning notice to have a violation corrected within ten calendar days or a fine of up to \$50 per day.
 - b. Subsequent Violations: A warning notice or a fine of up to \$100 per day for each additional violation within a 90-day period or continuing violations which are not corrected within ten calendar days of notice so long as the violation continues unabated.
4. A Unit Owner notified of a violation shall have 30 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 Executive Board meeting.
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 LVTA in enforcing these Rules and Regulations, the Declarations and Bylaws shall be considered assessments enforceable against Units and Unit Owners.
6. 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.

Adoption & Amendment

These Rules and Regulations were duly adopted by the Executive Board of the Lodgepole Village Townhomes Association on October 17, 1998. They are subject to amendment by the Executive Board or by a vote of the Unit Owners at any scheduled meeting after being drafted and submitted to the membership for review and comment at least thirty (30) days prior to adoption.