

INITIAL RULES AND REGULATIONS

EAGLE RANCH COMMERCIAL CENTER ASSOCIATION

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 condominium units, whether commercial or residential, and any other portion of the Eagle Ranch Commercial Center Project. Capitalized terms not specifically defined in these Rules and Regulations shall have the same meaning as the meaning given to such terms in the Declaration for Eagle Ranch Commercial Center (the "Declaration").

Health, Safety and Quiet Enjoyment

1. No loud or objectionable noise or bright light extraordinary to the particular type of use of a Unit shall be permitted to emanate from any Unit which may be deemed a nuisance to the Owners or occupants of any other Unit in the reasonable judgment of the Executive Board.
2. No fireworks of any kind shall be carried, stored, displayed or exploded on or over the Project.
3. 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 as determined in the reasonable judgment of the Executive Board.
4. 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.
5. Dumpsters are provided for the disposal of customary household or commercial waste. Use of the dumpsters 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. All waste deposited in the dumpsters shall be in sealed trash bags.
6. 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 expeditiously at the Owner's or Project Association's expense.
7. 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 and any elevators only and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or occupants of any other Units. Owners of Commercial Units are required to have all deliveries made at the rear of their Unit. The Executive Board is authorized and empowered to restrict deliveries and the movement of items to specific delivery times and locations.

8. Children shall be supervised by an adult when in the Common Area.

9. Nothing shall be done within the Project which might result in an increase in the premiums of insurance obtained for any portion of the Project or which might cause cancellation of such insurance.

10. Nothing shall be done within the Project which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body. The Board may adopt a fine structure to enforce these Rules and Regulations, which is subject to change. Each owner, member, guest or tenant is required to know and abide by the governing documents and rules and regulations of the Eagle Ranch Master Association and the Wildlife Mitigation Agreement.

11. Any person subject to these rules who observes a condition within the Common Area which requires Association maintenance should report that condition to the Association manager during office hours. Any condition which requires emergency attention should be reported immediately to the Association manager.

Exterior Appearance

12. The balconies, decks, terraces, stairways, elevators 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, charcoal barbeque grills, skis, bicycles, kayaks, skateboards, ladders, hoses, and lawn and garden equipment. No additional lighting will be installed on any patio or balcony except with the written permission of the Association. To ensure a consistent appearance for the Residential Units from the exterior of the building, horizontal blinds which match the original interior trim work should be hung on all exterior facing windows and doors in which window coverings are placed. All Residential Units must have the type and color of window coverings in the Residential Unit as permitted herein to promote a uniform exterior appearance. Any deviation must be approved by the Executive Board.

13. 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. No racks or miscellaneous merchandising items shall be kept or displayed on any Common Area at any time without the prior consent of the Executive Board.

14. Gas and electric barbeque grills and outdoor patio furniture may be placed and kept outside of the Residential Units without the prior approval of the Executive Board.

15. No exterior television or radio antenna shall be placed, erected, constructed or maintained within the Project without the prior approval of the Executive Board. A satellite dish no larger than 18" in diameter is permitted with location approved by the Executive Board. Any fixture permitted to be attached to the exterior of a Building by an Owner shall be painted to match the exterior color of the Building.

16. No sign, billboard, decoration, 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 Project, including on the balconies, porches, decks, windows and exterior walls of the Units, until the plans and specifications showing the nature, shape, dimensions, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures by the Executive Board.

17. No advertisement, announcements, or solicitation of any kind shall be distributed or passed out in any part of the Project without prior written consent of the Executive.

18. No awnings or other projections shall be attached to the outside walls of any Building without the prior written consent of the Executive Board.

19. 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 approval of the Executive Board.

20. Any personal property which is left in any Common Area may be presumed abandoned and will be disposed of by the Association at no liability to the Association.

Vehicles and Parking

21. The Association has determined that certain parking spaces shall be assigned for use by owners of the Residential Units, and the Executive Board is authorized to post proper signage identifying same. The Executive Board designates the area on the attachment to these Rules and Regulations as parking for the exclusive use of the Residential Unit Owners in Castle Peak Commercial Building. The Association has further determined that parking spaces shall not be assigned to the Commercial Units, but the Executive Board reserves the right to assign parking for the Commercial Units in the future. It is anticipated that specific parking spaces may be assigned and designated for use by employees of the Commercial Units and the Executive Board is authorized to designate such areas and post proper signage identifying same. No commercial type of vehicle, no truck larger than ¾ ton capacity, no boats and no recreational vehicles shall be stored or parked within the Project. A recreational vehicle shall include, for purposes of these rules and regulations, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type. Any vehicle parking in an area not designated for such a vehicle or not registered with the Association may be towed at the vehicle owner's expense at the option of the Association. Parking spaces shall be used only for the parking of permitted vehicles and not for any other storage purposes. All vehicles must have current license plates and registration, and be used regularly by the resident. Bicycles shall be parked only in areas designated for bicycle parking. The Association may institute a system of parking regulation (including parking stickers or passes) to enforce parking regulations.

22. The parking or operation of motorized vehicles in landscaped areas and Common Areas other than drive lanes and parking areas is prohibited.

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

- (a) Inoperative vehicles;
- (b) Vehicles obstructing traffic, snow removal or trash collection or parked in a drive lane;
- (c) Vehicles parked in posted "No Parking" zones;
- (d) Vehicles blocking access to fire hydrants or otherwise violating fire code or health and safety laws; and
- (e) Vehicles parked in landscaped areas.

24. No person shall do or permit anything to be done within the Project, or bring or keep anything therein which would conflict with 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.

Animals

25. Owners of Residential Units shall be permitted to keep and maintain no more than two household pets at any time in any Residential Unit. No dog shall exceed ninety (90) lbs. Pets are not permitted to run free outside of a Unit at any time. When outside of a Residential Unit, pets should be on leashes at all times. Owners of pets must pick up the waste created by their pets immediately. Owners are responsible to prevent pets from damaging any landscaping, buildings or property owned by others. Any damage to landscaping or Common Area caused by any pet shall be repaired or replaced, as necessary, at the Owner's expense. The Association, the manager, or any Owner may summon any appropriate authority, including the Association manager, to enter the Common Area, including, but not limited to, any balcony, patio or storage closet, to remove any pet running free in the Project. No pets shall be tethered to any portion of the Common Area. In addition, any pet which, in the opinion of either the manager or the Board, causes a repeated disturbance or is objectionable in any way shall be removed from the Project permanently upon 24 hours' written notice to the pet's owner.

26. All dogs over the age of three (3) months shall have at all times a valid pet license issued by the proper Eagle County authority after having been kept on the Project for any consecutive fourteen (14) day period.

Additional Rules for Commercial Units

27. Amplification of any kind, including amplified live or recorded music, may be restricted by the Executive Board. In addition, amplified live music may be restricted by the Executive Board inside the Building between the hours of 10:00 p.m. and 8:00 a.m. so that the sound does not unreasonably disturb the Owners or occupants of the Residential Units. Nothing in this paragraph prohibits amplified recorded music within a Commercial Unit.

28. Outdoor activities, including outside dining or service of any kind, outdoor entertainment, outdoor private functions or other outside activities, conducted or permitted from 10:00 p.m. to 8:00 a.m. require the prior permission of the Executive Board.

Enforcement and Penalties

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

30. Situations and matters not addressed by these Rules and Regulations shall be resolved by the Executive Board in its sole and reasonable discretion.

31. Violations of these Rules and Regulations shall subject the applicable Owner to the following penalties at the discretion of the Executive Board:

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

32. 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.

33. 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.

34. 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.

35. Pursuant to the Declaration, the Board may promulgate such additional rules and regulations and/or amend these rules and regulations from time to time as the Board may deem necessary for the safety, care, cleanliness and maintenance of the Project.

THE ABOVE RULES AND REGULATIONS have been UNANIMOUSLY APPROVED by the Executive Board this ____ day of _____, 200__.

right\CPBL\Rules&Regs-EagleRanchCommercialCenterAssoc3Cin.doc