

**SUMMIT BLUE ASSOCIATION, INC.**  
**RULES AND REGULATIONS**

The following rules and regulations of Summit Blue Association, Inc. (“Rules and Regulations”) apply to all Owners and their families, lessees, employees, agents, invitees and guests with respect to the use of the Units and any other portion of the Project. Capitalized terms not specifically defined in these Rules and Regulations shall have the same meaning as given to such terms in the Declaration of Covenants, Conditions, Restrictions and Easements for Summit Blue (the “Declaration”).

**Ownership and Occupancy**

1. The Summit Blue Association, Inc. (“Association”) assumes no liability for any loss or damage to articles of personal property stored in any Common Area or other storage area.
2. Any damage to the Common Area or Exterior Maintenance Area caused by an Owner, or by any member of an Owner’s family, or by an Owner’s guests, invitees, or tenants, shall be repaired by the Association at the expense of such Owner pursuant to Section 6.3 of the Declaration. The Owner shall also be responsible to immediately pay any charges resulting therefrom, together with any legal fees and costs.
3. Pursuant to the Association’s Policy for Collection of Unpaid Assessments and Other Charges and as more particularly set forth therein, unpaid assessments and other charges will attract further penalties including interest, late fees and returned check charges, all of which unpaid amounts constitute a lien on the Owner’s Unit(s).
4. Residential Use Only. All Residential Units shall be used and occupied solely for residential purposes and such other purposes as are incidental to residential use and occupancy. No Residential Unit shall be used at any time for any commercial activity except for home offices that do not create foot traffic or impact parking. The Association can require that a home office be closed if the Association, in its sole discretion, determines that the home office is creating a nuisance, adversely impacting the Association and the Owners, or adversely impacting in any manner the Association and its Owners.
5. A copy of any lease or rental agreement shall be given to Association’s General Manager. Any lease or rental agreement must provide that it is subject to the Association Declaration, Articles of Incorporation, Bylaws, Declaration, and these Rules and Regulations (collectively, the “Governing Documents”). It is the responsibility of the Owner/lessor to ensure that tenants/lessees are informed of and comply with these documents.

**Exterior Appearance**

6. The exterior of the Residences and all other areas appurtenant to a Residence, including any fences, balconies, decks and patios, shall not be painted, decorated or modified by any Owner, family member, guest, tenant, employee, invitee, licensee, agent or other authorized representative of an Owner in any manner without prior written consent of the Executive Board of the Association in accordance with Section 16.1 of the Declaration. Such consent may be withheld on purely aesthetic

grounds within the sole discretion of the Association.

7. To provide a cohesive, exterior appearance among the Residences, all window coverings or treatments must consist of black- or bronze-backed drapery or shades. Drapes must be panels of fabric that are designed exclusively as window coverings and must attach to a curtain rod. Drapery may not consist of sheets, blankets, flags, etc.

8. A Residential Unit shall not have items protruding, attached to, or hung from the exterior of a Residential Unit including, without limitation, awnings, air conditioners, clotheslines, radio or television antennas, radio speakers or satellite dishes (no larger than one meter in diameter) unless expressly approved in advance by the Executive Board. An application to install any such protrusion or device can be obtained from the managing agent for the Association pursuant to the design review guidelines herein and the Governing Documents. Any approved protrusion or device shall be removed by the Owner upon the same no longer functioning or the sale of the Residential Unit. The main criteria for approval include:

- (i) Satellite dishes must be screened from the view of adjacent properties and from any roads or rights of way through the use of landscape material, which retains its foliage throughout the year. Screening may also utilize a portion of an existing building; however, a fence for the sole purpose of screening may not be used.
- (ii) Satellite dishes may be wire mesh or solid, but must be a solid color without logos attached. Earthtones or those colors matching the exterior of the Residence are acceptable.
- (iii) One satellite dish per Residence will be allowed given that it is able to satisfy all of the criteria established.
- (iv) The satellite dish shall be located with due consideration for safety.
- (v) The maximum diameter of a satellite dish shall be one meter in diameter or less.

9. No awnings, window guards, light reflective materials, shutters, ventilators, fans or air conditioning devices or other machinery or equipment shall be placed in such a location so as to be visible from the exterior of any Residence, except as shall have been previously approved in writing by the Executive Board of the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

10. No bicycles, skis, barbeques other than gas grills, toys or other personal articles shall be allowed to be stored in or on any balcony, deck, patio or any part of the Common Area, except in the areas designated by the Association and unless the Association requests that such items be moved or removed. All such areas shall be kept in a neat and tidy condition at all times. Outdoor tables and chairs shall be permitted on the balconies and patios and appropriate chairs and benches shall be permitted in the courtyard areas.

11. No motorcycle, motorbike, snowmobile, golf cart, All-terrain Vehicle, Recreational Vehicle or other vehicles shall be maintained or parked on the Property nor upon the Common Area, other than within an enclosed garage or a residence. All the aforementioned vehicles shall also not be operated on or within the Property or upon the Common Area, other than for purposes of ingress or egress to a garage, and other than to the extent that Recreational Vehicles (herein defined) shall be allowed on the Property for loading and unloading purposes not to exceed eight (8) hours duration in any twenty-four (24) hour period. For purposes of this Rule the term, "All-terrain Vehicle" is defined to be any motorized vehicle manufactured and used exclusively for off-

highway use with if fifty (50) inches or less in width, with an unladen dry weight of one thousand five hundred (1,500) pounds or less, travelling on three (3), four (4) or more non-highway tires. The term "Recreational Vehicle" is defined to be any motor vehicle designed, constructed, or substantially modified so that it may be used and is used for purposed of temporary housing quarters, including therein sleeping and eating facilities which are either permanently attached to the motor vehicle or attached to the unit that is securely attached to the motor vehicle.

12. Except as otherwise provided for in the Declaration or by the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-106.5, no sign, notice or advertisement shall be inscribed into or displayed upon any portion of the Property or any Residence therein, except such as shall have been previously approved in writing by the Association.

### **Health, Safety and Quiet Enjoyment**

13. No Owner shall make or permit any noises, sight, sound, smell, or otherwise that may disturb or annoy the occupants of any other Residence, or do or permit to be done anything which may interfere with the rights, comfort or convenience of the other Owners or their guests.

14. The agents of the Association and any contractor or workman authorized by the Association may enter any Residence during the normal business hours of the day for any purposes permitted under the terms of the Declaration and Bylaws of the Association or the Management Agreement. Except in the case of emergency, entry will be pre-arranged with the Owner.

15. The Association, or the property manager on the Association's behalf, shall maintain a current passkey to each Residence. No Owner shall alter any lock or install a new lock on any door of the Residence without providing a new key to the Association or property manager.

### **Access, Vehicles and Parking**

16. No vehicle belonging to any Owner shall be parked in such a manner as to impede or prevent ready access to or egress from another Residence or Owner's parking space. All traffic flow markings and signs regulating traffic shall be strictly observed.

17. Walkways, entrances, sidewalks, parking spaces, driveways and roads shall not be obstructed or used for any purpose other than ingress to and egress from Residences within the Project.

18. No unit owner is permitted to park any vehicle in a parking space designated for Guest Parking. Furthermore, no Guest is permitted to park any vehicle in a parking space designated for Guest Parking for more than forty-eight (48) consecutive hours without moving the vehicle. Owners should use their designated parking spots for all guests, and utilize Guest Parking for temporary, overflow use. These parking restrictions will be enforced by Summit Blue Association, Inc. in the following manner. Any first time violation of these rules will result in placing a notice on the windshield of the vehicle or attempting to reach the owner of the vehicle via phone or email with a stated time period for the vehicle to be removed to avoid such action. In addition, a notice will be sent to the Owner of the unit of which the owner of the vehicle is a guest or is a tenant of the unit Owner advising both parties that the Association will enforce these policies by either having the vehicle towed or booted or if the vehicle has not been moved from the parking space within the time period indicated in

the warning notice. The unit Owner is required by these rules to advise their tenants or guests of these parking restrictions, and the Association reserves the right to fine any unit Owners for violations of these Rules and Restrictions by their tenants or guests.

### **Animals**

19. No Owner may keep or maintain within a Residence more than two commonly accepted household pets such as domesticated dogs, cats, caged birds, and aquarium fish (each a "Pet").

20. No Pet shall be left unattended outside the Residence or allowed to roam free on the Common Area. When outside the Residence, Pets shall be accompanied by the Owner and in the Owner's control at all times. All Pet waste must be immediately cleaned up and properly disposed. No Pet will be allowed to engage in any conduct that may unreasonably disturb or annoy the occupants of any other Residence. Permission to keep a Pet in any Residence is revocable by the Association if the Pet becomes noisy, menacing, obnoxious to other Owners or their guests, interferes with the quiet enjoyment of any other Owner or causes the Common Area to become damaged or dirtied.

21. The Executive Board may take such action or actions as it deems reasonably necessary to correct any violation of these Rules and Regulations regarding Pets, including, after notice and the opportunity for a hearing as provided in the Association's Policy for Enforcement of Covenants and Rules, directing permanent removal of the animal(s) from the Community and/or the imposition of fines during any period of violation.

### **Enforcement, Interpretation and Amendment**

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

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

24. The foregoing Rules and Regulations are subject to amendment from time to time at the discretion of the Executive Board of the Association.

25. The Governing Documents are to be read and interpreted as a whole. In the event of a conflict between or among any of the Governing Documents, the following shall govern in terms of highest to lowest priority:

- (i) Declaration and Maps;
- (ii) Articles of Incorporation;
- (iii) Bylaws;
- (iv) Responsible Governance Policies
- (v) Rules and Regulations.

THE FOREGOING RULES AND REGULATIONS have been UNANIMOUSLY APPROVED by the Executive Board of the Summit Blue Association, Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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