## 575870 1998-09-18 14:41 2pg Cheri Brunvand - Summit County Recorder

## ONE BRECKENRIDGE PLACE ASSOCIATION, INC. RULES AND REGULATIONS as of 12/06/97

The capitalized terms used in these Rules and Regulations shall have the same meaning herein as such terms have in the Declaration for ONE BRECKENRIDGE PLACE, recorded , 1995 in Book at Page of the records of Summit County, Colorado, unless otherwise defined hereunder.

- Walkways, entrances, halls, corridors, stairways, sidewalks, parking spaces, driveways and roads shall not be obstructed or used for any purpose other than ingress to and egress from a unit.
- 2. The exterior of the Units and all other areas appurtenant to a Unit, including any fences, balconies, decks, and patios, shall not be painted, decorated or modified by any Owner (for purposes herein such term includes any family member, guest, tenant, employee, and/or invitee of an Owner) in any manner without prior written consent of ONE BRECKENRIDGE PLACE ASSOCIATION, INC., a Colorado non-profit corporation (the "Association"), which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- 3. No article shall be hung or shaken from the doors, windows, decks, balconies or patios or placed upon the outside window sills or fences of any Unit without the prior written consent of the Association (wreaths on doors excepted).
- 4. No bicycles, skies, barbecues (other than gas grills), toys or other personal articles shall be allowed to stand in or on any balcony, deck, patio or on any of the General Common Elements, except in areas designated by the Association.

  Deck and patio furniture excepted. All such areas shall be kept in a neat and sanitary condition at all times.
- 5. No Owner shall make or permit any noises that will disturb or annoy the occupants of any other Unit or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners or guests.
- 6. 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 Unit except as shall have been previously approved in writing by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- 7. No sign, notice or advertisement shall be inscribed or exposed on any portion of the Property or any Unit therein, except such as shall have been previously approved in writing by the Association.
- 8. No aerials, or antennas of any kind shall be attached to, or hung from , the exterior of the Units, the roofs thereon, or protruded over any fence or balcony, without the prior written consent of the Association.
- 9. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for purposed permitted under the terms of the Declaration, Bylaws of the Association or Management Agreement. Except in case of emergency, entry will be made by prearrangement with the Owner.

- 10. No Vehicle belonging to any Owner shall be parked in such manner as to impede or prevent ready access to or egress from another Owner's parking space. All traffic flow markings and signs regulating traffic shall be strictly observed.
  - Owners shall not use and shall not allow their children or guests to use driveways, entrances, halls, stairways, and passageways as a play area.
  - 12. No Owner may keep more than two animals generally recognized as housepets ["Pet(s),] on the Property or within any Unit without the express written permissions of the Association. Each Owner shall be in control of his, her or its Pet(s) at all times that said Pet(s) are on General Common Elements. Such permission is revocable if the Pet(s) become noisy, menacing or obnoxious to other residents, in which event the Owner or person having control of the Pet(s) shall be given written notice to correct the problem, or if not corrected, the Owner, upon written notice by an officer of the Association, will be required to permanently remove the Pet(s) from the Property.
  - 13. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in any common or other storage area.
  - 14. Any damage to the General Common Elements or common property caused by an Owner shall be repaired at the expense of such Owner.
  - 15. The Managing Agent or, if there is no Managing Agent, then the Association, shall retain a passkey to each Unit. No Owner shall alter any lock or install a new lock on any door leading into the Unit without prior consent, and, if such consent is given, The Owner shall provide a key for the Managing Agent's or the Association's use.
  - 16. In order to establish and maintain a uniform and aesthetic building exterior, two window coverings are approved by the Association. First, draperies with a white backing. Second, wooden blinds. Any other window coverings requires prior written consent of the Association.
  - 17. No Owner shall carry on any business or trade from or in or on his or her Unit, or allow any other person to carry on any such business or trade without the specific written approval of the Association. This prohibition, however, shall not prohibit persons from making or receiving business telephone calls within the Unit.
  - 18. No motorcycle, motorbike, or ski mobile, golf cart of other motorized recreational vehicle shall be maintained, parked or operated outside of individual garages within the Property without the specific written approval of the Association.
  - 19. Any Owner making modifications to his Unit, as permitted in the Declaration, shall also be required to comply with additional specific rules and regulations, attached hereto as Exhibit A and incorporated herein by this reference.
  - 20. The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations.