

RULES AND REGULATIONS FOR TENDERFOOT HOMEOWNERS ASSOCIATION

These Rules and Regulations have been adopted and implemented to protect the investment of the Owners and to enhance the values of the Units subject to regulation by the Association. This document is to be used in conjunction with the Declaration, Bylaws and other governing documents of Tenderfoot Townhomes. Capitalized terms used in these Rules and Regulations shall have the same meanings as set forth in the Declaration.

1. Vehicular Parking, Storage and Repairs.

a. Parking, stopping or standing in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

b. No self-propelled recreational vehicle, tractor- trailer, camper designed to be pulled behind another vehicle, boat, commercial truck or commercial van is permitted to park within the Project at any time, except for temporary loading or unloading, delivery or emergency. This restriction, however shall not restrict trucks or other commercial vehicles within the Project which are necessary for the construction of Townhouse Units or the maintenance of the Common Area or Townhouse Units or making deliveries or performing services

c. If any vehicle is parked on any Common Area, other than designated parking spaces, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 48 hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity, which will do the towing in accordance with these Rules and Regulations. If 48 hours after such notice is placed on the vehicle, the violation continues or occurs again within six months of the date the notice is given, the vehicle may be towed without further notice to the owner. For the purposes of the Rules and Regulations, an automobile, truck, motorcycle, moped, motor scooter, self-propelled recreational vehicle, or any other motorized vehicles shall be considered a "vehicle".

d. No activity such as, but not limited to, maintenance, repairs, rebuilding, dismantling, repainting, or servicing of any kind of vehicle trailer or boat, may be performed or conducted on the Common Area, except for emergency repairs to start a vehicle, or to change a flat tire.

e. If any vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Unit or dwelling, is obstructing the flow of traffic, is parked on any landscaped or grassy area, is parked in a space which has been assigned as exclusively serving another Unit, or other wise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately.

f. A vehicle is derelict if it is not roadworthy. To be roadworthy it must have all of the following: (i) a valid registration; (ii) round tires, (iii) glass in both front and rear windows, (iv) the ability to move under its own power and (v) no visible fluid leakage. If any derelict vehicle is located on any portion of the Project, the Board may place a notice on the vehicle stating that if the vehicle is not made roadworthy or removed from the Project within 72 hours, the vehicle may be towed. The notice shall contain the same information as the notice set forth Paragraph 1c of these Rules and Regulations. If 72 hours after such notice is placed on the

vehicle, the vehicle is not made roadworthy or removed from the Project, the vehicle may be towed.

g. No abandoned vehicles shall be stored or parked upon any part of the Property. In the event that the Board shall determine in its sole discretion that a vehicle is an abandoned vehicle, then a written notice describing the vehicle will be personally delivered to the owner thereof (if the owner can be reasonably ascertained) or will be conspicuously placed on the abandoned vehicle (if the owner thereof cannot be reasonably ascertained) and if the unused vehicle is not removed within seventy-two (72) hours thereafter, the Board shall have the right to remove the vehicle at the sole expense of the owner thereof. For the purpose of this Section an “abandoned vehicle” is any automobile truck, motorcycle, motorbike, boat trailer, camper, motor home, house trailer or other similar vehicle which has not been moved for a period of five (5) days or longer.

h. If a vehicle is towed in accordance with these Rules and Regulations, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of such towing. The Association’s right to tow is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. The Board reserves the right to impose or use other available sanctions, rather than exercise its authority to tow.

2. Back Patios, Front Entries, and Building Exteriors.

a. Garments, rugs, tarps, blankets, sheets or other items may not be hung from windows, back patios, front porches or facades of the building.

b. No devices for shade or privacy will be permanently fixed to the exterior of the Unit without prior written approval of the Board in accordance with Article 7 the Declaration.

c. Other than those items and structures set forth in paragraph 2d hereof, no items or structures of a temporary or permanent nature shall be placed or stored on any Lot, back patio or front porch. No structures shall be erected on, around or in an effort to enclose a back patio without the prior written approval of the Board in accordance with Article 7 of the Declaration.

d. Items and structures permitted on the back patio are one (1) gas or electric barbecue grill, patio-style furniture, plants, planters and hanging planters placed in a neat and orderly manner. Items and structures permitted on front porches are plants, planters, hanging planters and a limited amount of patio-style furniture. No other items or structures shall be permitted on the back patio or front porch without the permission of the Board.

e. Personal property shall be routinely removed from turf areas so that it does not interfere with mowing and landscaping operations.

f. No signs or advertising posters, with the exception of “For Sale” or “For Rent” signs shall be placed anywhere within the Project, except as permitted by Section 8.6 of the Declaration. “For Sale” or “For Rent” signs shall be limited to one sign of no larger than 21 ½” X 16 1/3 inches displayed in the window of a Unit or in the front planting bed area of a Lot.

g. Window coverings shall not be made of silver or reflective material and garbage bags, sheets or cardboard shall not be used as window coverings. Within six weeks after a Unit is occupied curtains, blinds or shades shall be installed in the windows.

3. Animals and Pets.

a. On Lots or Common Areas, pets shall at all times be under the control of the Owners or occupants.

b. N/A

c. Pets shall not be tied or leashed to any portion of the Common Area or to personal property on Common Areas.

d. Pets shall not make loud, repeated or annoying noises and shall not be a nuisance to other Owners or occupants.

e. No Owner or Occupant shall keep an animal which, in the sole discretion of the Board is considered to be a danger to the Owners or occupants of the Project or is considered a dangerous breed including, but not limited to wild animals, wolves, wolf-hybrids, Dobermans, Rotweillers, Chows and Pit Bulls. If an animal has been cited as vicious by Eagle County, it shall be removed from the Project within 5 working days.

f. Feces left by animals upon any Lot or Common Area shall be promptly removed by the Animals owner or the person responsible for the animal so that there is no detectable odor. Pet owners are responsible for the cost of repairing any damage caused by their pets on or to the Common Area.

4. Antennae.

Exterior television, satellite or other antennas are allowed only to the extent expressly permitted under applicable federal statutes or regulations (“Permitted Antennas”). Permitted Antennas shall be installed in the least conspicuous location available on the Unit which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. Except as allowed by federal statutes and regulation, no exterior television or another antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Unit.

5. No Annoying Light, Sound or Odors.

a. No light shall be emitted from any Unit, which is unreasonably bright or causes unreasonable glare.

b. No sound shall be emitted on any Unit, which is unreasonably loud or annoying.

c. No Odor shall be emitted from any Unit, which is noxious or offensive to others.

6. Mold.

Each Owner shall be required to take necessary measures to retard and prevent mold from accumulating in the Unit, including, but not limited to appropriate climate control, removal of visible moisture accumulation on windows, window sills, walls floors, ceilings and other surfaces and cleaning of the same. No Owner shall block or cover any heating, ventilation or air conditioning ducts. Owners shall immediately notify the Board in writing of the following: (a) any evidence of water leaks, water infiltration or excessive moisture in a Unit; (b) any failure or malfunction in heating, ventilation or air conditioning; (d) any inoperable doors, windows, heating, ventilation ore air conditioning ducts. The receipt of notice by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration. Owners shall be responsible for any damage to his or her Unit and personal property, to any other Unit, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this section. Owners shall be responsible for all costs and expenses incurred by the Board to remove mold and or damage within his or her Unit, to any other Unit if the Owner fails to meet the requirements of this Section.

7. Policies and Procedures for Notices, Fines and Hearings.

The Board shall provide notice to an Owner of the first violation of any of these Rules and Regulations. For a second violation the Board may assess a fine of \$200.00 and for a third and each subsequent violation the Board may assess a fine of \$250.00. All fine assessments shall be due and payable immediately upon the imposition and notice of the fine unless the Owner requests a hearing by the Board regarding the assessment of the fine. A request for a hearing must be in writing, mailed or hand delivered to the Board and received by the Board on or before ten (10) days after the assessment of such fine. The hearing will be heard at the next scheduled meeting of the Board or at such other time as may be mutually agreed to by the Owner and the Board. Not less than ten days prior to the date set for the hearing before the Board, the Board shall cause a copy of the notice of hearing to be mailed by first class mail, postage prepaid to the Owner. The Notice shall state the date time and place of the hearing. At the hearing, the Owner, other Owners, and other interested parties shall have the opportunity to submit evidence and arguments with respect to the assessed fine. If after such hearing, the Board upholds the assessment of the fine, the fine assessment shall be due and payable immediately.

8. Collection Procedures.

a. Assessments are due on the first of each month. Assessments or other charges not paid within thirty (30) days shall incur late fees of \$50.00 Any money received by the Board on account from any Member shall first be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late charges, returned check charges lien fees and other costs of owing or incurred with respect to such Member pursuant to the Declaration, Articles, Bylaws, Rules and Regulations.

9. General.

a. Owners and occupants shall be responsible for any additional charges to the company that removes trash, garbage and refuse from the Project, if they incur additional charges because of excess trash or because of bulk items they place outside their Unit for pickup. Owners and occupants should contact the company that removes trash directly to arrange for the pick up of bulk trash and to pay the cost of such pickup.

b. Owners shall repair broken glass in windows or patio doors within 5 workdays.

c. No Fireworks or firearms may be fired or discharged anywhere in the Project.

d. No Owner or occupant shall cause any penetration of any kind of the roof or any exterior wall of a Unit without the approval of the Homeowners Association and without agreeing in writing to indemnify the Association for any damages for such penetration.

e. Only Gas or Electric Grills shall be permitted to be used within the Project.

f. Owners shall be responsible for the actions of their family members, guests, invitees and tenants that are in violation of the Declaration or these Rules and Regulations.

g. No structure or mechanical device including by example and not limitation, fences, patio coverings, patio enclosures, swamp coolers or air conditioning units shall be placed on or attached to the exterior of a Unit or the Common Area without the prior, written approval of the Board in accordance with the provisions of these Rules and Regulations, the Bylaws and the Declaration.

h. All repairs or installations within a Unit, such as repairs and installation of heating, plumbing, air conditioning and electrical fixtures, and the repair or replacement of the inner decorated and finished surfaces of the walls, ceilings and floors, including floor and ceiling tile, and the repair and replacement of all screens, glass, storm or screen doors and patio doors are the responsibility of the Owner. Each Owner shall promptly perform all the repair and maintenance required by the Declaration, the Bylaws and these Rules and Regulations, the omission of which would adversely affect any Common Area or any other Unit. Each Unit Owner shall be responsible for any damages caused by the failure to perform such repairs.

10. Modification, Amendments, Repeal and Re-Enactment.

a. The Association and Board reserves the right, at any time and from time to time hereafter, to modify, amend, add to, repeal and/or re-enact Rules and Regulations in accordance with the Declaration, Bylaws and applicable law.

b. Failure by the Association, the Board or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.

c. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereof by a court of competent

jurisdiction shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in effect.

d. The captions to the sections are inserted only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these Rules and Regulations or the intent of any provision of these Rules and Regulations.

The above Rules and Regulations were adopted by the Executive Board on August 1, 2009