

RULES AND REGULATIONS
OF
ARROWHEAD CONDOMINIUMS

The Arrowhead Centre Condominium Association (“Association”) has adopted the following Rules and Regulations (“Rules and Regulations”). The date after each rule is its effective date. This document is updated to November 3, 2017.

GENERAL

1. All capitalized terms used in these Rules and Regulations that are not defined herein have the same meaning as in the Declaration for Arrowhead Condominiums (the “Declaration”). The purpose of the Rules and Regulations is to promote the welfare of the community of owners and, by regulating the use of the Common Elements and certain conduct of owners, to promote harmony among owners and increase the satisfaction and enjoyment of each owner. *January 26, 2012*

2. With respect to all consents and approvals which the Association has the right to grant or withhold, such consents and approvals shall be granted by the Association on a uniform, non-discriminatory, and reasonable basis by the Association. Any such consent or approval which is rejected by the Board of Directors may be appealed to the Association.
January 26, 2012

3. Wherever in these Rules and Regulations reference is made to “owners,” such term shall apply to the owner of any unit, to such owner’s tenants whether or not in residence, and such owner’s (or such tenant’s) family, employees, agents, visitors, guests, invitees, or licensees. The owner is responsible for any violation of the Rules and Regulations by any such person or persons. Wherever in these Rules and Regulations reference is made to the Association, such reference shall include the Association and any professional management company then used by the Association (the “Manager”) when such Manager is acting on behalf of the Association. *January 26, 2012*

4. The owners shall comply with all the Rules and Regulations governing the Property, Units, Common Elements, and any other appurtenances that are part of the Project.
January 26, 2012

5. The Association reserves the right to alter, amend, modify, repeal, or revoke these Rules and Regulations and any consent or approval given hereunder at any time by resolution of

the Association or the Board of Directors (in accordance with the Declaration and the Bylaws). In the event of any conflict between any modification to these Rules and Regulations between the actions by the Association and actions by the Board of Directors, the action of the Association shall control, and any addition or modification to these Rules and Regulations by resolution of the Association may only be modified or repealed by action of the Association. *January 26, 2012*

6. In the event of any conflict, the documents governing Arrowhead Condominiums shall have the following priority: Declaration, Articles of Incorporation, the Rules and Regulations, and Bylaws. *January 26, 2012*

RESTRICTIONS ON USE

7. Nothing shall be done or kept in any Common Element which will increase the rate of insurance for the Common Element or the contents thereof without the prior written consent of the Association. No owner shall do or permit anything to be done or kept on the Common Elements which will result in the cancellation of insurance on the Common Elements or contents thereof or which would be in violation of any public law, ordinance, or regulation. No gasoline or other explosive or inflammable material may be kept in the Common Elements or Units. No waste shall be committed on the Common Elements. *January 26, 2012*

8. Hallways, elevators, stairways and sidewalks ("Accessways") are intended to be utilized to access the Units. Such Accessways are not to be utilized for storage or to be obstructed. Any personal items, if found in Accessways, may be removed and disposed of by the Association. Particularly, no plants, bicycles, play equipment, baby carriages, furniture, wheelchairs, statuary or other items will be permitted to be kept in any Accessway without the permission of the Association's Board of Directors ("Executive Board"). *January 26, 2012*

9. All garbage and trash must be placed only in the proper receptacles for refuse disposal or collection as designated by the Association. No occupant of a Unit shall place any hazardous or flammable material in any garbage or trash containers that are either inside or outside of the Arrowhead Condominium building, nor shall items of excessive size be placed in any of the inside garbage or trash containers. There will be two containers on each floor – one for recyclable material and one for garbage and trash. All non-recyclable trash and garbage, before being placed into the trash container, must be plastic bagged and tied. *January 26, 2012*

10. Except in recreational areas designated as such by the Association, if any, no playing or lounging shall be permitted, nor shall any articles of personal property be left unattended in the Common Elements (except any areas that may be designated for storage by the Association). No running, excessive noise, roughhousing or other activities, which would have

the effect of disturbing other residents or adding excessive wear and tear to the Condominium Project, shall be allowed in any Accessway. *January 26, 2012*

11. The Executive Board shall have the sole authority to establish Accessway décor, including making all decisions involving color schemes, wall coverings, window coverings, floor coverings, lighting and wall hangings. No resident may modify any Accessway décor or Unit entry door without the approval of the Executive Board. *January 26, 2012*

12. All water and sewer apparatus shall be used only for the purposes for which they were designed, and no sweepings, rags, ashes, toxic or hazardous substances, or other improper articles shall be placed therein or permitted to enter any drain. The cost of repairing any damage resulting from misuse of any such apparatus or drains shall be borne by the owner causing such damage. *January 26, 2012*

13. Each owner shall keep such owner's Unit in a good state of preservation, repair, and cleanliness. *January 26, 2012*

14. The Association may require owners other than the Declarant to provide to the Association advance notice concerning the presence on the Property of contractors, subcontractors, and tradespeople. Any contractor or other tradesperson employed by any owner or by the Association shall have currently in effect statutorily required Worker's Compensation insurance and general liability insurance. *January 26, 2012*

15. No improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations, or requirements of any governmental agency relating to any portion of the Property shall be complied with, by and at the sole expense of the owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. *January 26, 2012*

16. No owner shall make or permit any disturbing noises or do or permit anything which will interfere with the rights, comforts, or convenience of other owners. The volume of any radio, television, musical instrument, or other sound producing device shall be sufficiently reduced at all times so as not to disturb other owners. Despite such reduced volume, no such sound producing devices shall be operated between the hours of 10:00 p.m. and the following 8:00 a.m. if such operation shall disturb or annoy other owners. *January 26, 2012*

17. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained or permitted on any Unit. No home occupation or other use shall be permitted which (i) involves retail sales or requires a sales

tax license; (ii) customarily attracts any clients or customers to the Unit; or (iii) employs any employees. In no case shall any sign be placed in any window advertising the business or service being offered, nor shall any activity involved in such use otherwise violate any of these Rules and Regulations or the Declaration. *November 3, 2017*

18. The Association shall at the request of an owner place one, or in the discretion of the Association more, sign(s) in the Common Elements stating that one or more Units is available for sale and advising prospective purchasers to contact their real estate broker for additional information. *January 26, 2012*

19. Solicitors are not permitted. If any owner is contacted by a solicitor on the Property, the Association or the Manager must be notified immediately. *January 26, 2012*

20. All persons shall be properly attired when appearing in any Common Elements. *January 26, 2012*

21. The planting of plants, flowers, trees, shrubbery, and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Association. *January 26, 2012*

22. Elevator protection pads must be used and other protective measures taken as necessary to protect elevators from damage when moving large, heavy or cumbersome objects. *January 26, 2012*

SECURITY AND DELIVERIES

23. Owners shall afford access only to that owner's tenants, guests, or invitees and no unauthorized individual shall be afforded access by any owner. Exterior doors shall be closed and, where appropriate, shall not be propped open, affording non-authorized persons access to the Condominium Project. Access keys and cards and security codes shall be kept confidential and shall not be disseminated except to Unit occupants and family members or a designated emergency contact. No solicitors shall be afforded access and no door-to-door sales will be carried on within the Accessways. No handbills shall be posted or distributed within the Condominium Project without approval of the Executive Board. *January 26, 2012*

24. No Owner shall duplicate or disseminate any access card, door key, or garage door opener or access code to any exterior Arrowhead door. All access cards, exterior door keys, and Unit door keys, mailbox keys, and garage door openers shall be passed from the Owner to the New Owner upon sale or vacancy or any unit. The Association may re-key access doors or change security codes at its discretion. All Owners shall provide the management or security

company designated by the Executive Board with emergency contact information of a person or firm who can provide emergency Unit access.

24a. The United States Postal Service will have access to the lobby to retrieve their mailbox key.

24b. When Owners authorize the Management Company to provide the access code to the building exterior for contractors, repair personnel, cleaning personnel, etc., the Management Company will do so.

24c. Owners who wish to provide Unit keys to contractors, repair personnel, cleaning personnel, etc. may do so.

24d. When Units are for sale, Owners may authorize the Management Company to provide a building exterior key to be kept in a Realtor controlled lock box until closing of sale. The Management Company will attempt to recover that key after closing.
November 3, 2017

25. The Association shall maintain a mail receptacle assessable from inside the lobby and will post instructions for contacting occupants by intercom when deliveries are made. Newspaper delivery should be made outside of the lobby area. *November 3, 2017*

EXTERIOR APPEARANCE

26. No banners or signage of any kind will be allowed in the Condominium Project except real estate signs that are approved by the Executive Board advertising units for sale or rent. The type of signage, the duration of their display, the location of the sign, and the message on those signs must be approved by the Executive Board. *November 3, 2017*

27. All window coverings visible from the exterior of the Building shall be approved for color by the Executive Board. Each Owner of a Residential Unit shall install window coverings within 45 days of receipt of ownership. Window film must be approved by the Executive Board. *January 26, 2012*

28. No protrusions from the Building, including air conditioning units, antennas, fireplace or other vents, shall be allowed without approval of the Executive Board.
January 26, 2012

29. No enclosures shall be allowed on any balcony. No objects shall be dropped from balconies or placed on balcony ledges. Balconies shall not be used for storage and shall be kept

in a tidy fashion, so as to avoid the appearance of clutter, particularly to passerby. Any shade devices, including table umbrellas on any balcony area, must have approval by the Executive Board. Dust and other items shall not be shaken from balconies, including shaking of dust mops, rags or clothing. Hanging or draping clothing or replacement of clotheslines (including for drying of clothes) shall not be allowed on balcony areas or from Unit windows. Without the approval of the Executive Board, wire fencing or other mesh-type barriers shall not be erected on balcony railings. No plant hangings will be allowed on balconies or balcony railings without the approval of the Executive Board. Only electric, natural gas/propane cooking equipment placed on non-flammable surfaces is allowed on balcony areas. Maintenance of the surface of balconies and decks associated with any Unit, including snow removal, shall be the responsibility of the respective Unit owner. *November 12, 2013*

30. No item shall be moved into any Unit over any balcony without permission of the Executive Board. No derrick or other apparatus intended for the movement of any item over any balcony shall be installed on any balcony, the exterior or roof of the Building without Executive Board approval. The Executive Board may require that items may only be moved into Units via balcony areas by bonded moving companies and only after such company provides assurance of adequate insurance coverage to the Executive Board. *January 26, 2012*

31. Any Unit occupant shall ensure that no birds are allowed to nest in balcony or exterior areas of the Building. If an Owner is unable to knock down or otherwise remove any bird nesting area, such Owner shall, upon noticing a nesting area, contact the Executive Board. *January 26, 2012*

32. Hot tubs shall not be allowed on balconies. *January 26, 2012*

33. If an owner/tenant, or their guests or invitees, cause a window to be broken or damaged, it shall be immediately replaced at owner/tenant's expense with the same type of window glass approved by the Executive Board. *January 26, 2012*

34. Unit occupants shall not affix satellite dishes to the exterior of the Building. *January 26, 2012*

35. Each Unit has been numbered and provided with a peephole for security purposes. No additional signage identifying the owner's name, including door knockers or additional peepholes shall be placed on or in any doorway without the approval of the Executive Board. *January 26, 2012*

36. Salt and salt products used on facade or concrete areas will cause damage and discoloration of the Building and amenities. Salt based de-icing products will not be used on any

part of the property subject to the Covenants. Notwithstanding any provision herein to the contrary, any violation of this provision of these rules shall subject the violating party to a minimum fine payable to the Association of \$500 and the offender shall also be liable to the Association for all costs of restoring any damaged improvements, including costs of replacement, resurfacing, or repairing as deemed necessary by the Executive Board.

January 26, 2012

RESIDENTIAL UNIT LEASES

37. If any Residential Unit is leased by an Owner, the Owner must provide a copy of the Lease to the Executive Board at least two weeks before the lease is to begin. The Board shall either approve or deny the lease and shall not unreasonably withhold its approval. No Residential Unit shall be leased for any period of less than six months or longer than one year. If any Unit is leased, any leasing Unit Owner shall, at all times, ensure that the Executive Board has contact information for the Unit tenant. Any Owner leasing a Residential Unit shall be jointly and severally obligated with the tenant for any damages or fines caused by or assessed as a result of the activities of the Owner's tenant or the tenant's family, guests, or invitees.

All Association dues shall be paid by the Owner or the Tenant (not by the Sub-lessee). In the event the Association dues are not paid, provisions shall be included in the lease to assign the rent to the Association instead of to the Owner of the unit. Ultimately, all Association dues, fines, fees, or other assessments shall be the responsibility of the Unit Owner.

In the event a Residential Unit is subleased, a copy of the Sublease must be provided to the Executive Board at least two weeks before the sublease is to begin. The Board shall either approve or deny the sublease and shall not unreasonably withhold its approval.

If any discrepancies arise between the Lease, the Sublease or the Condominium Declaration, the Condominium Declaration shall prevail. *November 3, 2017*

PETS

38. Please do not allow your pets to create a disturbance or nuisance to others. A pet may be maintained in a Unit only for so long as it is not a nuisance. All pets must be kept inside to the extent possible. No pet may be left unattended in a Limited Common Element such as a deck, balcony, storage area, garage or yard. Any such pet causing or creating a nuisance or any unreasonable disturbance or noise may be permanently removed from the Property upon ten days written notice to the owner from the Association. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, odors, or unhygienic offensiveness, including failure of owners to pick up the pet's waste in adjacent

areas. If pet rules are violated, the Association may require a pet's permanent removal from the Property upon ten days written notice to the owner. *January 26, 2012*

39. All pets kept on the Property must be registered and inoculated as required by law. The Association may establish reasonable fees for the keeping of pets on the Property to include periodic cleaning of the Common Elements and any clean up or maintenance of landscaped areas, not to exceed the additional costs incurred by the Association resulting from the presence of the pets, including establishing reserves for anticipated costs. The Association shall make a good faith estimate as to the extent and scope of additional services and their costs caused by pets of owners and shall use any fees charged for pets to pay such amounts.

January 26, 2012

40. Please keep your pets leashed at all times when outside. *January 26, 2012*

41. No pets may be permitted to run at large at any time. *January 26, 2012*

42. Owners of pets on the Property will be required to take all steps necessary to control excessive barking or other disturbances caused by their pets and to pick up pet waste and dispose of it in the container provided. Pet waste shall not be disposed of in trash or recyclable containers. The Association may terminate the privilege of maintaining pets on the Property if this rule is repeatedly violated. Pet waste on surrounding properties must be managed by any pet owner. *January 26, 2012*

43. Pet owners are fully responsible for personal injuries and/or property damages caused by their pets and shall be deemed to have agreed to indemnify and hold the Association, each owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet on the Property. *January 26, 2012*

44. Owners are not permitted to engage in any commercial activities related to their pets (i.e. commercial breeding for sale). *January 26, 2012*

PARKING AND STORAGE

45. No vehicles may be parked, stored, or in any manner kept or placed on any portion of the Property except in the parking spaces and/or storage units allocated to such owner. Notwithstanding the foregoing, such vehicles may be parked in an ungaraged and unscreened location for not more than 24 hours per incident for loading and unloading purposes only. The restrictions set forth in this paragraph shall not be deemed to prohibit the parking on streets or driveways of certain emergency vehicles in accordance with Section 38-33.3-106.5(d) of the

Colorado Common Interest Ownership Act, Colo. Rev. Stat. §§ 38-33.3-101 through 38-33.3-319, as amended and supplemented from time to time (the "Act"). *January 26, 2012*

46. On-site washing of vehicles is prohibited. *January 26, 2012*

47. No personal property may be stored in the Common Elements except in storage areas designated as such by the Association, if any. All personal property placed in any portion of the Property, including without limitation in designated storage areas shall be at the sole risk of the owner and the Association shall in no event be liable for the loss, destruction, theft, or damage to such property. Unit storage areas shall be maintained in an uncluttered and presentable fashion. No hazardous or flammable materials shall be stored in any storage area. No items will be stored in a parking space other than cars and motorcycles without the permission of the Board. *January 26, 2012*

48. Bicycle storage areas shall be maintained within the Condominium Area. Persons storing bicycles, including bicycles in bicycle racks, shall provide the Executive Board with a description of the bicycle. The Executive Board may place notices on bicycles at any time that the bicycle will be removed within a certain period of time if not claimed. If, after such period a bicycle is not claimed, bicycle locks may be cut off and the bicycle may be removed. *January 26, 2012*

49. Should an employee of the Association or the Manager at the request of an owner move, handle, or store any articles or park or drive any automobile, then, and in every such case, such employee shall be deemed the agent of the owner for such purpose. The Association and Manager shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith. *January 26, 2012*

50. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept within the Property. *January 26, 2012*

51. No vehicle shall be parked within the Property with "For Sale" signs displayed. *January 26, 2012*

52. All owners shall observe and abide by all parking and traffic regulations of the Association and of municipal authorities having jurisdiction. Vehicles parked in violation of any such regulations may be towed away at the owner's sole risk and expense. *January 26, 2012*

53. If any vehicle owned or operated by an owner or by a guest of an owner shall be illegally parked or abandoned within the Property, the Association shall be held harmless by such owner for any and all damages, expenses, or losses that may ensue. The owner shall

indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof. *January 26, 2012*

54. Agents of the Association or the Manager are not authorized to accept packages, keys, money or articles of any description from or for the benefit of an owner. If packages, keys (whether for a residence or an automobile), money or articles of any description are left with agents of the Association or the Manager, the owner thereof assumes the sole risk therefore and such owner, not the Association or Manager, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

January 26, 2012

FIRES AND SMOKING

55. Open flames are prohibited. *January 26, 2012*

56. No smoking in Common Elements. Please pick up cigarette butts.
January 26, 2012

SITE "DECORATION"

57. The drying or hanging of any laundry or wash outside any building and the use of clotheslines shall be prohibited. *January 26, 2012*

58. No signs of any kind shall be displayed to the public view from a Unit except, (i) during the Special Declarant Rights Period and as permitted by the Act, signs of Declarant or its affiliates or assigns (which are required to be approved by the Design Review Committee in accordance with Section 12.6 of the Declaration), (ii) signs required by law or expressly permitted pursuant to Section 38-33.3-106.5 of the Act, and (iii) "For Sale" or "For Rent" signs, the size, number, design and location of which shall comply with the Design Guidelines.

January 26, 2012

59. Please see that all personal belongings such as bicycles and other portable items are secured. *January 26, 2012*

ENFORCEMENT

60. All owners, non-owner occupants and owner's guests shall comply with all covenants, standards, rules and regulations. For each violation of a covenant, rule or regulation contained in the Project Documents, after notice and hearing, as provided in the Bylaws,

confirming the infraction, the owner shall be fined and shall pay within 30 days after the Association has given notice of the fine to the owner:

1st Offense: A written warning.

2nd Offense: \$25.00 fine shall be assessed against the owner.

3rd Offense: \$50.00 fine shall be assessed against the owner.

4th Offense: \$100.00 fine shall be assessed against the owner.

Continuing Violation: Up to \$100.00 fine shall be assessed against the owner per day that the violation continues.

Fines issued for successive offenses shall be cumulative. The Board shall have the authority to take any remedial action it deems appropriate in the event of a violation, subject to the requirements and procedures imposed by the Declaration and the Bylaws, including assessments of charges and penalties, the filing of a lien, the foreclosure of any liens filed, the filing of an action for injunction or money judgement, the filing of a lawsuit for enforcement, the suspension of an offending owner's voting rights, the suspension of the offending owner's right to use recreational facilities in the Common Elements, and the entry upon the offending owner's Unit to abate, remove, modify or replace the structure, thing or condition existing in violation of the Project Documents. Any costs or reasonable attorney fees incurred by the Association in enforcing the Project Documents, including but not limited to these Rules and Regulations, shall be charged to the violating owner in accordance with the Declaration. *January 26, 2012*

ASSOCIATION

61. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be made at the location designated by the Association or at the Manager's office by check or money order, payable to the Association. Cash will not be accepted. *January 26, 2012*

62. As required by Section 8.7.1 of the Declaration, the Board of Directors has established the following provisions regarding late charges. Any monthly assessment or other payment not received within seven calendar days of when due shall require the owner to pay a late fee to the Association equal to the greater of \$20.00 or 10% of the amount due. Unpaid amounts shall accrue interest at the rate of 12% per month. *January 26, 2012*

63. Complaints regarding the management of the Project or regarding actions of other owners shall be made in writing to the Association or the Manager. *January 26, 2012*

64. No owner shall direct, supervise, or in any manner attempt to assert control over any agent of the Association or the Manager or to request from such agent services not available to all owners generally. *January 26, 2012*

65. These Rules and Regulations, to the extent possible, shall be construed or reformed so as to give validity to all of its provisions. Any provisions of these Rules and Regulations found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.
January 26, 2012