



Gibson Heights

OWNERS' ASSOCIATION

Rules and Regulations

Authority: Pursuant to the authority granted by the Colorado Common Interest Ownership Act, the Bylaws of the Gibson Heights Owners Association, and by Articles V (5.2) and XXII (22.2) of the Declaration of Covenants, Conditions, Restrictions and Easements for Gibson Heights ("Declaration"), which are in full force and effect as of June 25, 2002, the Board of Directors of Gibson Heights hereby enacts the following rules and regulations, and policy for enforcement thereof.

Purpose: It benefits all owners in the Gibson Heights community to establish, and abide by, Rules and Regulations to promote the common good, provide for uninhibited enjoyment, and to ensure a healthy and peaceful community, thus retaining a pleasant and attractive living environment.

***ALL OWNERS AND NON-OWNER OCCUPANTS, GUESTS, RENTERS AND EMPLOYEES
SHALL COMPLY WITH THESE RULES AND REGULATIONS,
AS WELL AS THE COVENANTS AND RESTRICTIONS OF THE DECLARATION.***

1. **Responsibility** – The Owner of any property is responsible for the conduct of tenants and guests. Owners will ensure that tenants and guests are aware of and comply with these Rules and Regulations, or any covenants and restrictions of the Declaration. Owners will be responsible for payment of any fines or other charges relating to their tenant and/or guest's failure to comply with the Rules and Regulations or covenants and restrictions of the Declaration.
2. **Home Improvements** - No owner shall construct any structure or improvement, or make any structural or design change, either temporary or permanent, to the Lot or exterior of a home (Unit) without first obtaining written consent from the Architectural Review Committee. All approved improvements, repairs, modifications or alterations shall be consistent with the environs, surrounding development and infrastructure, the aesthetics of the community, and compliance with the Town of Breckenridge, the Declaration and any other relevant governing documents of the Association. Interior repairs or alterations of the home are permitted without such approval, provided they meet all codes and regulations of the Town of Breckenridge. No used or second-hand structure, no building of a temporary character, tent or shack shall be placed or used on the Lot or the Community; except those necessary for approved construction. No television, radio or other antennas, including satellite dishes greater than 24 inches in diameter, shall be affixed to the exterior of the home. No exterior blinds, awnings or other window treatments shall be permitted without prior approval. Notwithstanding, fences and small storage sheds may be permitted provided they comply with Town of Breckenridge permit specifications and the recorded master plan for Gibson Heights. All fences and sheds also require Architectural Review Committee approval, and must be sealed in either a natural finish or similar to the adjacent improvements. Any requested improvements must meet all the Town of Breckenridge regulations and be submitted to the Architectural Review Committee for approval in sketch and descriptive form. The Committee shall respond in writing within 45 days of the submission. In the absence of an Architectural Review Committee, the Board of Directors shall take jurisdiction.
3. **Landscaping** – No tree shall be cut down, and no owner shall conduct any gardening or planting (with a full growth height of more than four feet), construct fencing, hedges or walls, or make any alteration to the landscaping without first obtaining written consent from the Architectural Review Committee (or the Board of Directors) and, in some cases, the Town of Breckenridge. Any requested improvements must meet all Town of Breckenridge regulations and be submitted to the Architectural Review Committee for approval in sketch and descriptive form. The Committee shall respond in writing within 45 days of the submission.
4. **Maintenance** – Each owner shall be solely responsible for all maintenance and repair of his/her Lot, and of the interior of the home, or other improvements on the Lot (including all fixtures, utilities and equipment located on the Lot, and/or provided solely for the use of that owner). An exception exists for owners of the townhouse lots whereby the Association will maintain a Reserve of funds for the cost of exterior maintenance and repairs, however, this does not negate an owner's individual responsibility. No owner shall unreasonably damage the value of other Lots by the shoddy upkeep of his/her Lot. Each owner shall maintain his/her Lot in a clean, safe, attractive, and sightly condition and in good repair.

5. **Storage** - All Utility and other storage is permitted either in basements, or other designated storage areas (i.e.; storage closets or storage sheds). Porch areas are not designated storage areas, and are not to be used as such. Porches are considered living areas. Owners must keep any appurtenant porch, patio, deck, stairs, walkway and driveway in a safe, clean, orderly and sanitary condition. Grills and Patio furniture are permitted on any porch so long as it is in good condition and kept clean and organized. No cut grass, tree clippings or plant waste, lumber, metal, other building materials, scrap, refuse or trash shall be stored or allowed to accumulate in or on any Lot. No clotheslines shall be permitted on any Lot.
6. **Storage Buildings** - Any requested Storage Shed improvements must meet all Town of Breckenridge regulations and be submitted to the Architectural Review Committee, or the Board of Directors for approval in sketch and descriptive form. A Tuff Shed, Sundance Series in a 6x8, 8x8 or 6x10 size (SKU # 404-084) or similar pre-manufactured Storage Shed with a peaked roof and trim. The Storage Shed must be set inside a fenced yard. The Storage Shed must be set on a level grade at the back corner of the fenced yard, the shed must be painted with the body and trim colors the building they are associated with. Each owner shall maintain his/her storage shed in a clean, safe, attractive and in good repair.
7. **Residential Use Only** - No Unit or Lot, nor building placed upon the Lot, shall be used other than for a single-family dwelling. No accessory apartment may be created in any Unit or on any Lot, without Town of Breckenridge approval. No Lot shall be occupied by more than two people per bedroom.
8. **Signage** - No signs, billboards, poster boards, or advertising structure of any kind (with exclusion of the project name and management company name), shall be erected or maintained for any purpose whatsoever outside of a home. Any real estate signs, including "For Sale", "For Rent", or similar shall require the written approval of the Board of Directors. In no event shall any signs advertising a home business or occupation be allowed.
9. **Trash** - No trash, ashes, other refuse or debris may be thrown or dumped on the Property. The burning of any refuse or debris outdoors is prohibited. No outdoor storage of any trash, other than in community receptacles, or the resident's enclosed trash receptacle(s), which must be kept inside the garage, protected from wildlife intrusion, until the day of collection by a commercial trash disposal company. The owner must promptly pick up any trash displaced and dispersed upon the Lot or Community by wildlife, pets, wind, or alike. Emptied containers must be promptly stored in the garage.
10. **Pets** - Owners may keep up to a total of 3 domestic pets on a Lot, but no more than 2 dogs or 2 cats, except with written permission of the Board of Directors. Pets must be kept on a leash at all times unless within a private fenced area. Owners of pets are responsible for **immediate** pick-up, and proper disposal, of waste from their pet. It is prohibited to allow continued barking or other noises from animals, either inside or outside of a home. In addition to such fines as imposed herein, an owner of a pet causing or creating a nuisance, or unreasonable disturbance or noise, shall be given Notice of Hearing from the Board of Directors, which may result in the offending pet(s) being permanently removed from the Property upon 3 days written notice following the Hearing. Other restrictions may apply as to the type and nature of pets permitted.
11. **Storm & Screen Doors** - Note the approval process for Changes to the Common Elements, which includes storm/screen doors. If an owner installs a storm/screen door, it is their responsibility to maintain and keep it in good working condition (i.e., painting, screening, etc.). Storm/screen doors must be white in color or painted the matching trim color. Any improvements must meet all Town of Breckenridge regulations and be submitted to the Architectural Review Committee, or the Board of Directors for approval.
12. **Noxious or Offensive Activity** - No noxious or offensive activity shall be conducted, nor shall anything be done or placed upon a Lot, or the Community, that is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. Lights emitted from a Lot shall not be unreasonably bright nor cause unreasonable glare. No sound shall be unreasonably loud or annoying.
13. **Vehicles and Parking** - Licensed and operable passenger automobiles and pickup trucks shall be parked in driveways or inside garages only. No trailers, motor homes, recreational vehicles, snowmobiles, or boats shall be parked or stored within the Community, except inside a garage or other structure as approved by the Board of Directors. No parking is allowed on roadways. No unlicensed or inoperable vehicles of any kind shall be parked or stored within the Community, except inside a garage or approved structure. All garage doors must be kept closed when not in use for ingress and egress. No snowmobiles or other recreational vehicles shall be operated within the Community. Each townhouse has the use of two parking spaces, these are the two spaces directly in front of the unit and the nearest spaces to the units front door. The common parking area identified for townhouse residents and guests shall not be used by other owners, tenants or guests of the Community. In addition there are some guest

parking spaces reserved for townhouse visiting cars. In addition to the fines imposed herein, vehicles in violation shall be given 48 hours notice of the Association's right to tow. All expenses incurred from towing shall be charged to the offending vehicle owner, or to the owner of the Lot to which the vehicle owner resides or has visited. The Board of Directors reserves the right to make that determination.

- 14. Deed Restricted Lots** – All Lots are deed restricted and are subject to certain limitations on rental, occupancy, and resale price. The Deed Restricted Covenants are detailed in Article XVI of the Declaration. In addition, the Lot must be occupied by the owner as his/her primary residence. No business activity shall be conducted, unless in accordance with governmental ordinances or zoning district. Short-term rentals (less than 12 months) are not permitted. Under restricted circumstances, only one twelve-month rental period may be permitted during that owner's ownership. However, rooms may be rented to others provided the owner is concurrently in residence. No Lot shall be occupied by more than 2 unrelated people per bedroom. Owners shall abide by the resale conditions in accordance with the Deed Restrictions, including notifying the Town of Breckenridge of the desire to resell, prior to offering for sale.
- 15. Access** - Common walkways, driveways, parking areas, entrances and passageways shall not be obstructed or used for any purpose other than ingress and egress. Personal property or pets shall not be left on the Common Area. Reasonable access to a home or Lot must be provided to the Association, its managing agent, employees or contractors, for necessary Association maintenance and repair services. Reasonable notice will be given except in cases of emergency. Failure to do so may result in damages and/or fines being assessed against the owner of the home to which access is required, and subsequently impeded or denied.
- 16. Assessments** - Periodic Assessments ("monthly Dues") are required *by the first day* of every month, with a five day "grace period" allowed before a \$20 late charge is applied, per month late. Any delinquencies remaining by the end of the month (that is those that become at last 30 days delinquent) shall also incur interest at the rate of 18% per annum. Serious delinquencies may also invoke other remedies as the Board of Directors may enforce, as permitted by the Declaration, including, but not limited to, the filing of a lien against the Lot and possible legal action. All costs of collection shall be added to the owner's account. Special Assessments shall be subject to the same grace period (following the due date), late fees and interest charges. All payments are deemed paid when the Managing Agent has received a check or cash.

Enforcement of Rules and Regulations - The Board of Directors has adopted a schedule of charges for violation of any covenants, restrictions, rules, and regulations, Deed Restrictions, Bylaws or the Declaration. All fees, charges, and penalties imposed by the Board and costs, including Attorneys fees, incurred by the Association in enforcing their policies shall be considered assessments enforceable against the Lot, home and/or home owner pursuant to the Declaration. Violations shall be dealt with as set forth below:

First offense:

Once a violation is observed or reported and verified, a written warning will be sent to the owner informing them of the violation and giving an opportunity to correct the violation within a specified period of time - not more than ten (10) days.

Second offense, or uncorrected violation:

A further written notice will be sent informing the owner of the right to request a hearing, and of the intent to impose a fine in the amount of \$50.00. If an owner requests the hearing, the Association will establish a date, time, and location of the hearing and invite the owner to produce any statement, evidence, and/or witness on his/her behalf. However, the Association will be under no obligation to conduct a hearing if the owner does not request one within the specified time frame.

Third offense, or violation remaining uncorrected:

If a third similar offense occurs, or the violation remains uncorrected for a further ten (10) days beyond date of the written notice of the "2nd offense" fine, another written notice shall be sent immediately imposing a fine of \$100. Within ten (10) days of the date of this, the owner may request an additional hearing, however, the Association is under no obligation to conduct a hearing if the owner does not request one.

Final notice and legal action:

If the violation remains uncorrected, or another similar offense committed, a final written notice will be sent immediately imposing an additional fine of \$200. No hearing will be permitted, however, upon the

Association's approval the matter will be turned over to the Association's attorney and that owner shall be responsible for all attorney fees, interest, fines and any other fees associated with collection proceedings.

Exception 1: In addition to, or in place of, these fines, parking violations shall incur a 48-hour notice of the intent to tow at the owner's expense.

Exception 2: Delinquent assessments shall be dealt with according to the remedies outlined in paragraph 14 "Assessments" above.

Exception 3: In addition to, or in place of, these fines, the Board of Directors, or its assignee, may Enter the Lot or improvement thereon to abate or remove, at the expense on the defaulting owner, any structure, thing or condition that may be in breach of these Rules and Regulations, without being deemed guilty in any manner of trespass or any other civil or legal violation.

Hearing and fines: Hearing's may be held "in person" or via telephone, or a combination thereof. Failure of the owner to request a hearing, or appear at the scheduled hearing, will be considered an admission of guilt of the violation and will result in immediate assessment of the fine. Additionally, the Association may invoke other remedies as permitted in these Rules or the Declaration. Any fines shall be added to the next periodic assessment and shall become due and payable accordingly.

Hearing Committee: The Board of Directors will act as, or appoint, a Hearing Committee, which will serve until removed by the Board or resignation of a Committee member. Hearing Committee owners must be members of the Association in good standing (all assessments current and not involved in disciplinary action against, or from, the Association). A Committee of up to five (5) members may be appointed, however quorum of three (3) members may conduct the hearing. The Hearing Committee will select a Chairman and Secretary. A majority vote of a quorum of the Committee will be required to make any decisions concerning assessment of fines or other remedial action. When notified by the managing agent or Board of Directors of the need for a hearing, the Chairman will schedule a hearing as soon as possible, but in any event no longer than fifteen (15) days after notification of the need for a hearing. Any person having a right to Notice and Hearing shall have the right to appeal a decision by the Committee. Written notice of the request of appeal must be files within 10 days of being notified of the decision. The Committee shall conduct a further Hearing within 30 days.

IN WITNESS WHEREOF, the undersigned, as the representatives of the Association, certifies these Rules and Regulations were approved and adopted by Executive Board of Directors on MAY 27, 2003.

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