

**RULES AND REGULATIONS
OF COPPER CLOCK BUILDING
(Enacted June 26, 2008)**

THE COPPER CLOCK BUILDING OWNERS ASSOCIATION, a Colorado nonprofit corporation (the "Association") by virtue of authority provided in Section 7(g) of the Condominium Declaration for Copper Clock Building, a condominium common interest community, recorded at Reception No. 675818, Routt County, Colorado real property records (hereinafter called the "Declaration"), and in the Articles of Incorporation and Bylaws of the Association and as authorized by Section 38-33.3-302 1(a) of the Act, does hereby publish and declare the following as Rules and Regulations respecting the Units and Common Elements described in the Declaration.

1. Purpose. These rules and regulations are made for the purpose of promoting the best interests of Owners and occupants of Units, to protect and enhance the property values of the Units, to protect persons and property against injury or damage, and in general to promote the health, safety and general welfare of the Project and the Owners and occupants of Units.

2. Definitions; Applicability.

A. Throughout these rules and regulations, capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration and the Articles of Incorporation, Bylaws and Policies of the Association.

B. This instrument shall be deemed in addition to, and not in lieu of, all applicable provisions of the Declaration and the Association's Articles of Incorporation, Bylaws and Policies, which shall control in the event of any inconsistency with the provisions of this instrument.

C. Each Owner of a Unit is responsible and liable for the acts or omissions of such Owner's tenants, guests, agents and invitees respecting compliance with these Rules and Regulations, the Declaration and the Articles of Incorporation, Bylaws and Policies of the Association. The Association or its manager or managing agent will make reasonable efforts to warn Owners, tenants, guests, agents and invitees of Units of infractions of these Rules and Regulations, but failure to so warn shall not be an excuse for or defense of such infraction. The Declaration provides that, where the Declaration, Articles, Bylaws or Policies of the Association, or these Rules and Regulations provide for fines in favor of the Association for violations, the failure by an Owner or his guests, or tenants or invitees of a Unit to comply with the Declaration, Articles, Bylaws, Policies or Rules and Regulations shall cause, at the option of the Association and on notice to the Owner and after an opportunity for hearing, such fines to be levied and to constitute a special Common Expense assessment against such Owner's Unit, for which the Association shall have a lien and collection rights specified in Section 9 of the Declaration. Therefore, in all cases, an Owner IS LIABLE FOR ALL FINES FOR VIOLATIONS OF THESE RULES AND REGULATIONS BY SUCH OWNER AND BY THE GUESTS, TENANTS AND INVITEES OF SUCH OWNER. The Association reserves all remedies for collection of such fines as are specified in Section 9 of the Declaration, including foreclosure of the lien therefor against an Owner's Unit.

D. The Association may, pursuant to the Declaration, adopt additional Rules or Regulations, whether like or unlike this instrument, which regulate and apply to the Project.

E. The Association may, pursuant to the Declaration, amend or delete any of these Rules and Regulations.

3. Designated Owners; Tenants and Guests of Units.

A. Each Owner shall designate one person who is authorized to act on behalf of such Owner with respect to matters involving the Association and the Condominium. Each Owner shall designate such a representative by written notice to the Association, and any such designation shall remain in effect until changed by the Owner of the designated Unit. The Association is authorized to communicate with and provide information to the designated representative of an Owner with respect to any matters involving the Condominium or the Association. If an Owner fails to designate a representative, the Association shall be entitled to treat any Owner of the Unit registered with the Association pursuant to Section 14 of the Declaration, or if none, any Owner of the Unit as indicated in the records of the Routt County Assessor's office, as the designated representative for the Unit. Nothing herein shall prevent or restrict the Association from dealing directly with tenants or occupants of Units.

B. Each Owner shall be obligated to provide a copy of these Rules and Regulations to each of such Owner's tenants or other occupants of such Owner's Unit. If an Owner executes a rental management agreement respecting his Unit, the Owner shall promptly notify the Association of such fact and the name and address of the rental management agent.

4. General Rules and Regulations and Prohibited Activities.

A. Owners and occupants of Units shall not play or allow to be played any radio, TV, stereo or other sound-producing equipment, whether within or outside of any Unit, at a level that would disturb or annoy other owners, occupants or tenants of any of the other Units. Speakers shall not be mounted on common walls. In the event that noise levels from a Unit interfere with the quiet enjoyment of other Owners, the Owner of the Unit producing the noise shall be required, at the request of the Association, to construct sound barriers adequate to mitigate the noise levels.

B. The toilets and sewage disposal apparatus shall not be used for any purpose other than for disposal of human waste, and no sweepings, rubbish, rags, papers, ashes, diapers, sanitary pads or other similar items or substances shall be thrown therein. Any damage to the property of others, including those damages or disturbances associated with necessary repairs, including the Common Elements or property of the Association, resulting from misuse of such sewage disposal facilities shall be the liability of the Owner responsible.

C. No trash or objects shall be thrown or tossed by any Owner, occupant, tenant, guest, or invitee of a Unit off of or out of a window or door or deck of the Building onto the

Common Elements or adjacent property. Nothing shall be stored on or hung outside of the Building without the prior written consent of the Association. No signs, posters or advertisements of any kind shall be placed on the interior surface of any windows or the exterior surface of any doors of the Building or upon the outside of the Building. No spotlights shall be directed from the interior of the Building out the windows or doors of the Building.

D. No antennae, aerial, or satellite dish shall be installed outside of any Unit, unless approved in advance by the Association. Any such antenna, aerial or satellite dish erected without the prior written consent of the Association may be removed by the Association without notice.

E. Section 3(i)(ii) of the Declaration restricts animals at the Condominium. The Association has determined that the only pets allowed at the Condominium shall be dogs. An Owner of a Unit occupying their Unit may not keep more than one dog at their Unit. Owners of multiple Units are restricted to one dog per owner no matter how many Units such Owner owns. No aggressive breed of dogs shall be allowed at the Condominium. Occupants of Units other than the Owner of such Unit (including tenants of Owners) shall not be allowed to keep pets. Each Owner of a dog shall be required to enter into the Association's Pet Agreement, if such agreement as been adopted by the Association. All dogs must be leashed when out of doors and shall not be allowed to run at large within the Condominium, bark excessively or to harass, annoy or disturb others or wildlife. All droppings shall be immediately picked up and properly disposed of by the person responsible for the animal. If an Owner or any tenant, occupant, guest, family member or visitor of such Owner violates this provision, the Owner shall be liable to the Association for fines of \$100.00 per day as provided in Section 14 herein and per the Association's Assessment Collection Policy.

F. All business related activities shall be confined to the Owner's Unit. Under no circumstances shall the carrying on of business be conducted in the Common Elements. There shall be no outside storage of materials, supplies, tools, equipment, finished products, semi-finished products, raw materials, inventory, trash, storage containers, storage pods or other articles.

G. Owners and occupants of Units shall be required to remove snow from the area in front of the entry door(s) and overhead doors to their Unit.

H. No Unit and no portion of the Common Elements may be used for the repairing of bodies of automobiles or other vehicles or equipment or for what is commonly known as a "body repair shop or for any business engaged primarily in the repair of automobiles or other motor vehicles."

I. Trash and refuse shall not be stored or kept on the Common Elements or outside of the Building except in trash collection containers supplied and maintained by or approved by the Association. Each Owner, occupant, tenant, and guest of a Unit is responsible for placing trash and refuse in tied plastic bags in the trash collection containers provided or approved by the Association for such Unit, or removing such trash and refuse from the Common Elements.

J. Water shall not be left running from any faucet for any unreasonable or unnecessary length of time.

K. No person shall interfere in any manner with any portion of any heating, ventilation or air conditioning systems of the Building, or exterior lighting of the Building, except for the maintenance, repair, modification or replacement thereof by the Association or its managing agent.

L. The Association's managing agent shall have a master key to each Unit other than a Unit owned or occupied by Declarant or any affiliate of Declarant. No person, other than the Declarant or any affiliate of the Declarant with respect to any Unit owned or occupied by Declarant or an affiliate of Declarant, shall alter any lock or install a new or additional lock on any door leading into any Unit without the prior approval of the Association's managing agent.

M. No solar collectors or solar panels of any type shall be installed or maintained on or within any Unit or Common Area.

N. Smoking is prohibited within the Units or within the Building. Smoking shall be permitted outside the Building but only in accordance with the provisions of the City of Steamboat Springs Municipal Code.

5. Parking Regulations.

A. Vehicles shall be parked only in established parking areas within the Common Elements. No vehicle shall be parked so as to impede or prevent ready access to the Units or other parking spaces by other persons. Vehicles shall be movable on 24 hours' advance notice from the Association or its managing agent. Abandoned vehicles will be removed by the Association at the expense of the responsible owner. No inoperative vehicles shall be left or stored in parking areas, and no repairs, maintenance or lubrication of vehicles shall be performed on the parking areas or other Common Elements.

B. There shall be no storage of vehicles, boats, trailers, campers, recreational vehicles, motorcycles or equipment outside of Units, in the parking areas or on Common Elements. Inoperable vehicles or equipment of any kind shall not be parked or stored on Common Elements or any parking area without the express permission of the Executive Board or the Managing Agent. "Storage" and "stored" shall mean any vehicle or equipment that remains in one space for longer than two days.

C. During winter months, the Association or its managing agent may impose reasonable limitations or restrictions on hours of parking in any parking areas within the Common Elements in order to accommodate snow removal.

D. All parking at the Condominium shall be unassigned and shall be available on a first-come, first-served basis.

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7. Maintenance of Units.

A. Roof penetrations must be approved by the Executive Board. Roof penetrations shall be the responsibility of the Owner. In the event that damage is caused to the Common Elements due to lack of maintenance, or if removal and patching of abandoned penetrations is necessary due to lack of maintenance, such cost of repairing or replacing the Common Elements or penetrations shall be the responsibility of the Owner causing such damage, patching, or abandonment.

B. Electric maintenance shall be the responsibility of the Owner. Such maintenance shall extend from the meter to the Owner's Unit.

C. Water maintenance shall be the responsibility of the Owner. Such maintenance shall begin at the point of entry of the Unit's boundaries.

D. Telephone maintenance shall be the responsibility of the Owner. Such maintenance shall extend from the main panel, located in the lower floor electronics room, to the Owner's Unit.

E. Gas maintenance shall be the responsibility of the Owner. Such maintenance shall extend from the outlet riser on the meter to the Owner's Unit.

F. Sewer maintenance shall be the responsibility of the Owner. Such maintenance shall begin at the point of entry of the Unit's boundaries, with the exception of the floor drain, as provided in subsection G below. Any damage to the property of others, including the Common Elements or property of the Association, resulting from misuse of the sewage disposal facilities shall be the liability of the Owner who is responsible therefor or whose tenant is responsible therefor.

G. Floor drain maintenance shall be the responsibility of the Owner, and any damages to the common sewer due to negligent maintenance of the floor drain, including fines from government entities for illegal disposal of hazardous or noxious fluids, shall be the responsibility of the Owner. Any damage to the property of others, including Common Elements or property of the Association, resulting from misuse of such sewage disposal facilities shall be the liability of the Owner who is responsible therefor. Each Owner and occupant of a Unit shall maintain and clean floor drains, including timely periodic removal of silt or sediment from the sand trap prior to sediment level reaching the level of the inlet pipe, maintain water level in the sand trap to prevent escape of sewer gas, prevent sediment, oil, solvents or hazardous products from entering the drain system and promptly remove any such substances from the floor drain grease trap any such substances. If such substances enter the drain system, Owner shall pay all costs associated with drain cleaning, floor removal, pipe replacement, or environmental cleanup and Owner agrees to hold Association harmless and to defend and indemnify the Association against any cost, liability or expense, including attorneys' fees resulting from improper disposal.

8. **Replacement of Exterior Windows and Doors.** Any replacement of exterior doors, overhead doors or windows which is carried out by an Owner must be approved in advance by the Executive Board, who shall designate pre-approved specifications for purposes of uniformity.

9. **Signage.** All signage at the Condominium must conform to the color, size, materials and type of construction requirements as set for in the adopted Master Sign Plan for the Condominium. All signage must also be approved by the City of Steamboat Springs and meet all applicable provisions of the Declaration, including without limitation Section 5(i).

Written approval from the Association must be obtained before installing or altering any sign. It is the Owner's responsibility to ensure that any sign conforms with the Master Sign Plan for the Condominium and all applicable laws. The owner of the sign shall, at its sole expense, keep it in good repair and in attractive and functional condition. The Association may remove any sign which has not been erected or maintained in accordance with the provisions hereof without incurring liability to any Owner or other party.

10. **Special Common Expense Assessments.** Special Common Expense Assessments chargeable against an Owner for misconduct under Section 9(c)(iv) of the Declaration shall include, without limitation, assessments for the cost to repair damaged Common Elements, to clean Common Elements, to remove vehicles or other items placed, stored or discarded within or on the Common Elements and fines for violations of the Declaration, or the Articles of Incorporation, Bylaws, Policies or Rules and Regulations of the Association.

11. **Allocation of Removal of Garbage and Trash.** Trash and garbage removal is provided by the Association to the Condominium and allocated among the Owners as a Common Expense. If a Unit is determined by the Association to consume more than its pro rata share of garbage and trash removal service, the Association may (a) apportion to such Unit a special Common Expense assessment for the additional cost incurred by the Association for such trash and garbage removal service, which amount may be billed in arrears or an advance based on the Association's good faith estimates of such additional expense (b) require the Owner to provide an Additional Dumpster, which cost shall not be a Common Expense but shall be billed directly by the trash provider to the Owner.

12. **Due Dates.** The monthly installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the 1st day of each month. The Association shall post payments as of the day that the payment is received in the Association's offices.

13. **Late Charges on Delinquent Installments.** The Association shall impose on a monthly basis a \$50.00 late charge for each Owner who fails to timely pay such Owner's monthly installment of the annual assessment within 10 days of the due date. The Association shall impose interest from the date due at the rate of 21% per annum on the amount owed for each Owner who fails to timely pay their monthly installment of the annual assessment within 10 days of the due date.


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14. Fines. For each and every violation or infraction of any Rule or Regulation specified in Section 4, Section 5, Section 6, Section 7, Section 8 or Section 9 above, the fine which may be assessed by the Association on written notice to the Owner shall be as set out in the Association's current Assessment Collection Policy. The Association shall promptly notify the Owner of a Unit in writing of the assessment of any fine, and such assessment shall be promptly paid by such Owner. The Association shall have a lien upon the Unit of the Owner who, or whose tenants, guests or invitees, violated any such rule or regulation, to secure payment of fines assessed to such Unit, and the Association may foreclose such lien, all in the manner and as described in the Declaration.

These Rules and Regulations supersede and replace all rules and regulations of the Association with respect to the Condominium, which were adopted and were effective prior to this date.

EXECUTED and EFFECTIVE as of this 26th day of June 2008.

**COPPER CLOCK BUILDING OWNERS
ASSOCIATION**

By: 
Julie Green, President