

**Rules and Regulations of
Bears Den Condominium Owners' Association, Inc.
April, 2015**

The following Rules and Regulations were adopted by the Board of Directors of the Bears Den Condominium Owners' Association, Inc. as authorized by Article XII, § 12.1.A. of the Condominium Declarations for Bears Den Condominiums and may be added to, amended, or repealed at any time by the Board. They are designed to help accomplish three purposes: 1) to protect the integrity and condition of the entire condominium community and thereby protect each owner's investment, 2) to provide a safe and pleasant living and working environment for all owners and tenants and 3) to supplement and clarify the Condominium Declarations for Bears Den Condominiums.

Under the terms of the Declarations, Bylaws, and these Rules and Regulations, owners shall be held responsible for the actions of their household members, employees, guests, agents, and tenants. Text included in italics are direct quotes from the Declaration with the exact location indicated in parentheses. Since Bears Den is a mixed-use community, these Rules and Regulations have been written to apply to all Association Owners, whether residential or commercial. In cases where a specific rule only applies to one type of Owner, the text should indicate that. The Executive Board welcomes suggestions from all Owners as to changes or additions to these Rules and Regulations. Note that rules which are quoted directly from the Declarations may not be deleted or changed by the Executive Board, but only through amending the Declarations. These are restated here as a service to Owners bringing all Association rules and regulations together into this one document.

- 1. Use and Occupancy-Residential Units.** *“[U]se of each Residential Unit is restricted to that of a residence and accessory uses as permitted herein and...no industry, business, trade or commercial activities (other than home professional pursuits without employees or public visits) or nonresidential storage, or other non-residential use of a Residential Unit, shall be conducted, maintained, or permitted in any part of a Residential Unit. Nothing herein shall be construed to prohibit the rental of a Residential Unit or a bedroom within a Residential Unit,”* subject to the leasing restrictions imposed by the Declaration. (5.1.A)
- 2. Use and Occupancy-Commercial Units.** *“[U]se of each Commercial Unit is restricted to general office, retail or commercial purposes, between the hours of 6:00 am and 10:00 pm.”* (5.1.B)
- 3. Leasing and Renting.** *“A Condominium Unit or any part thereof may not be leased or rented for a term of less than two (2) nights. All leases and rental agreements shall be in writing and shall provide that the lease is subject to the requirements of the Association Documents. The Executive Board may by Rule require that each Unit Owner who leases or rents a Condominium Unit utilize a lease form as commonly accepted in the industry. All leases of a Condominium Unit shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Association Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action. An Owner who leases his Residential Unit shall be required to also rent*

the Parking Space along with the Residential Unit for the parking of a motor vehicle by such tenant.” (5.2)

4. Registration of Owners and Tenants. – Each Owner shall register Owner’s mailing address and phone number(s) (home and work) with the Association. If an Owner leases Owner’s Unit, the name, mailing address, and phone numbers of each tenant shall also be registered with the Association within 30 days of obtaining a signed lease from each new tenant.

5. No Unlawful Use. *No immoral, improper, offensive or unlawful use may be made of the Property and Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Colorado and all ordinances, rules and regulations of the County of Summit and Town of Frisco. (5.1.C)*

6. Use of the Common Elements. Each Owner and Owner's guests, tenants, and invitees may use the Limited Common Elements allocated to his or her Unit and the General Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners. The Executive Board may adopt rules, regulations, restrictions or policies governing or restricting the use of the Common Elements. Each Owner and Owner's Agents, by the Owner's acceptance of a deed or other instrument of conveyance or assignment to his or her Unit, agrees to be bound by any such adopted rules, regulations or policies. No Owner may obstruct the Common Elements without prior written consent of the Executive Board. Nothing may be altered, constructed, or removed from the Common Elements without the Board’s prior written consent Nothing may be stored on any part of the Common Elements without prior written consent of the Board of Directors. Bicycles shall be parked only in the bike racks and not attached to trees or railings.

Use of the common elements shall not hinder nor encroach upon the rights of other residents. No unsightly object nor nuisance shall be erected, placed, nor permitted to remain on the complex, nor shall the complex be used in any way nor for any purposes that may endanger the health nor unreasonably disturb the owner of any Condominium Unit or any resident or employee thereof.

7. Balconies, Decks and Patios. - Each Owner shall maintain the interior of Owner’s balcony, deck or patio in a clean, safe, and attractive condition and shall keep the same free from litter, snow, and debris. The Board of Directors shall have the power to establish reasonable rules and regulations relating to the sightliness and cleanliness of the balconies, decks and patios, and the use thereof. Bicycles and tires may not be stored on balconies or patios. No gasoline, gasohol, distillate, kerosene, naphtha, or similar volatile combustible or explosive materials shall be stored on the balconies or in the patios. Propane, natural gas and electric grills will be allowed in these areas unless insurance regulations decree otherwise in the future; no other grills or smokers are allowed. Owners must keep grills clean and must maintain and operate grills in a safe manner at all times. Owners are responsible for the maintenance and upkeep of landscaping, if any, in the Limited Common Elements appurtenant to their Units.

- 8. Exterior Modifications.** Unit Owners “May not change the appearance of the Common Elements, or the exterior appearance of a Unit, or any other portion of the Common Interest Community, without permission of the Association.” “No Unit Owner will make any structural addition, structural alteration, or structural improvement in or to his Unit or Common Interest Community without the prior written consent thereto of the Executive Board.” (5.6)

No alteration, addition or improvement to the Common Elements of any kind (including, without limitation, change in color, texture, street number, signage, doors or windows), or which in any manner affect the Common Elements (by way of example and not by way of limitation, air conditioning units, hot tubs, spas, fireplaces, built in cabinetry, skylights, and moving or removing structural walls), may be made without the prior written approval of the Board.

The Board shall respond to any written request for approval of a proposed addition, alteration or improvement within sixty (60) days after the complete submission of the plans, specifications and other materials and information which the Board may require. If the Board fails to approve or disapprove any request within sixty (60) days after the complete submission of the plans, specifications, materials and other information with respect thereto, the request shall be deemed to have been disapproved by the Board. In the event the Board approves any such alteration, addition or improvement, it shall exercise reasonable business judgment to the end that any modifications to the Common Elements conform to and harmonize with existing surroundings and structures. The Board has the absolute right to deny any requested changes.

- 9. Maintenance of Units; Negligence; Utilities; Sprinkler Damage.** “Each Unit Owner shall be responsible for maintaining all portions of his Unit; provided, however, the Unit Owner shall also be responsible for maintaining in a clean and orderly condition, including snow removal, any balcony, patio, walkway, stairway or deck area appurtenant to his Unit. Each Unit Owner shall be responsible for repair or replacement of broken window panes. The Association shall be entitled to reimbursement for cost of repair from any Unit Owner who causes, or whose tenant, employee, or guest causes, damage to the Common Elements or Limited Common Elements by an act of negligence or willful misconduct. Each Unit Owner shall also pay his own utilities including electric, gas, phone, sewer, water and cable television. Notwithstanding anything herein to the contrary, in the event of any damage to a Unit or the contents of a Unit from the proper or improper functioning of the sprinkler system that is part of the Common Elements, each Unit Owner shall be responsible for the costs and expenses associated with repairing such damage, including all consequential damages, in each such Unit Owner's Unit, and...the Association shall have no liability therefore.”

- 10. Mechanic's Liens.** “If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no other Unit Owner shall, under any circumstances, be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Unit Owner causing it to be done, and such Unit Owner shall be solely responsible to contractors, laborers, thereon or therein.” (6.1)

11. Trash and Debris. *“Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. No storage of trash will be permitted in or outside any Unit in such manner as to permit the spread of fire, odors, seepage, or encouragement of vermin.”*
(5.1)

Owners and tenants are responsible for the removal of leaflets, brochures, newspapers and other deliveries left at their door. These items must be picked up within 24 hours of delivery. The trash dumpsters are to be used only for disposal of Bears Den household and commercial trash. Items to be disposed of must be placed inside the trash dumpster. For disposal of larger items, please call the Bears Den management company.

12. Signs. *“No signs, window displays or advertising visible from outside a Unit shall be maintained or permitted in any part of a Unit except...as otherwise approved by the Executive Board.”*

No signs shall be placed or permitted within the community, except those identifying the Condominium Community, the selection and location of which is reserved to the Board. Owners of Commercial Units may, with the prior written consent of the Board, place signs within or without their Units that relate to the marketing of business activities currently being conducted by such Owner. Owners of Residential Units may place "For Sale" and "For Lease" signs in the windows of Residential Units with the written approval of the Board. Owners of Commercial Units may have either window or freestanding "For Sale" and "For Lease" signs with the written approval of the Board. All Owners are empowered to display one political sign per political office or ballot issue that is contested in a pending election, no more than 45 days before and seven days after such election. The political signs shall be no larger than the maximum size allowed by Summit County, Colorado.

13. Satellite Dishes and Antennas. All satellite dishes and devices or facilities to transmit or receive electronic signals, radio or television waves are prohibited outside a Unit or a Limited Common Element under the exclusive use and control of an Owner unless first approved by the Executive Board in conformance with applicable federal law. Such devices may not be placed on any part of the Common Elements. If approved, satellite dishes must be less than 39 inches in diameter, may only be installed in the balcony areas and must be painted to match the wall color. Additional information may be obtained from the management company or the Association.

14. Animals. *“No animals, birds or reptiles of any kind shall be raised, bred or kept in a Unit except for: No more than two dogs of gentle disposition; no more than two cats. No more than two other household pets, approved and licensed by the Executive Board as to compatibility with the Common Interest Community, may be kept within a Residential Unit. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice following Notice and Hearing from the Executive Board. The owner shall hold the Association harmless from any claim resulting from any action of his or her pet. Seeing eye dogs and hearing ear dogs will be permitted for those persons holding certificates of necessity. The Executive Board may by Rule prohibit Unit Owners and/or tenants from raising, breeding or keeping any animal, bird or reptile of any kind within the Property. The Executive Board may also levy assessments against Unit*

Owners and tenants for the privilege of keeping a pet or pets within a Unit. All pets must be on a leash when on the Common Elements and Owners must clean up after their pets.”
(5.1.1)

Owners will be held responsible for any litter, waste, mess or damage created by their pets in the General Common Elements or Limited Common Elements and for any offensive or prolonged noises created by their pets. The Board has the right and authority to determine in its sole discretion that animals and household pets are being kept in violation of the Association’s governing documents, or that they create a nuisance, and to take such action or actions as it deems appropriate to correct the same. Nothing in this Rule or the Declaration shall prohibit or limit the use of qualified service animals as permitted or required under federal, state, or local law, including but not limited to the “Americans With Disabilities Act,” or the “Fair Housing Amendments Act.

No animals shall be allowed to remain tied or chained to any balconies, patios or other parts of the community, and any such animals so tied or chained may be removed by the Board or its agents.

The Board has the right and authority to determine in its sole discretion that household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance, or that an Owner is otherwise in violation of the provisions of this Section. The Board shall take such action or actions as it deems reasonably necessary to correct the violation to include, after notice and an opportunity for a hearing, directing permanent removal of the pet or pets from the Condominium Community.

Household pets shall not be allowed to run at large within the Condominium Community, but shall at all times be under the control of such pet's Owner and such pets shall not be allowed to litter the Common Elements. All animals shall be on a leash while on the Common Elements.

15. Vehicular Parking, Storage and Maintenance. *“No Unit Owner shall hinder nor permit his guest, customer, client, invitee or agent to hinder reasonable access by any other Unit Owner and his guest, customer, client, invitee or agent to the Units and parking areas.”*
(7.3.B)

No abandoned or inoperable vehicle of any kind shall be stored or parked on any of the General or Limited Common Elements. An "abandoned or inoperable vehicle" is any vehicle that is not capable of being driven under its own propulsion or does not have current registration. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicle may be performed or conducted on any General or Limited Common Element. The foregoing restriction does not prevent washing and polishing of any motor vehicle, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

Owners or residents are prohibited from parking in an assigned parking space other than that which is assigned to such owner or resident. Owners and residents must also follow the posted rules for spaces which are assigned during specific hours and then available to all Owners and tenants during the remaining hours. Parking spaces designated as visitor

parking shall not be used by Owners or tenants in violation of posted rules and hours. Parking is expressly prohibited on any grass or landscaped area.

Each owner shall maintain Owner's assigned parking space in a clean, safe, and attractive condition and shall keep the same free from litter and debris. No gasoline, gasohol, distillate, diesel, kerosene, naphtha, or similar volatile combustible or explosive materials shall be stored in any parking area except in the fuel tanks of vehicles parked therein and used for transportation purposes.

16. Noise and Nuisance. *“No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall cause or play, or suffer to be played, any musical instrument or operate or suffer to be operated a stereo system, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners or occupants.” (5.1.H)*

The prohibition against disturbing noises includes, but is not limited to, musical instruments, radios, televisions, or other noise-producing devices that are played in such a manner as to disturb residents of a neighboring unit. Quiet hours are 10:00 P. M. to 7:00 A. M. During these hours all residents must avoid loud noises, stereos, and televisions. Power tools and electric cleaning devices may not be used between 10:00 P. M. and 7:00 A. M. The measure of whether a noise nuisance is occurring shall be established by whether a person in a neighboring unit can hear the offending noise during the quiet hours. The Board shall make the final determination in all such cases.

17. Electronic Apparatuses. *“No electrical device creating electrical overloading of standard circuits may be used without permission from the Executive Board. Misuse or abuse of appliances or fixtures within a Unit which affects any other Unit or the Common Element~ is prohibited. Any damage resulting from such misuse shall be the responsibility of the Unit Owner from whose Unit it shall have been caused. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.” (5.1.E)*

No radio transmitter, citizen's band radio, or other electronic equipment or apparatus shall be used on any part of the property that would disrupt normal radio or television reception on the premises.

18. Dryers and Stoves. *“All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screen[s], which will remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.”*

19. Required Insurance Coverage – The Association's insurance coverage does not cover all parts of a residence that may be damaged in an insurable event. Owners should obtain coverage *“for his or her own benefit, covering loss or damage to personal property in such Unit Owner's Unit, and finished interior surfaces of the walls, floors and ceilings of a Unit*

Owner's Unit, and covering liability for injury, death or damage occurring inside such Owner's Unit." (10.5)

20. Easements. *"A general easement is hereby granted to all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons to enter upon the Property in the proper performance."* (7.5)

"There is hereby granted a blanket easement upon, across, over, in and under the Property for the benefit of the Condominium Units and the structures and improvements situated thereon, for ingress and egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable television and electricity." (7.3.C)

"Each Condominium Unit is subject to a blanket easement for support and a blanket easement for the maintenance of the structures or improvements presently situated, or to be built in the future within the Common Interest Community." (7.3.B)

21. Complaints. Complaints regarding the management of the property or regarding the actions of another owner should be made in writing to the Board of Directors.

22. Enforcement of Rules and Regulations. The Board of Directors is granted the authority to enforce all provisions above through the levy of fines against the Owner in accordance with Article XIII of the Declaration and the Association's Enforcement Policy. Owner and tenant (if applicable) will be notified of all violations. Fines shall be collected as part of the Costs of Enforcement per the Declaration. All fines will be subject to a late charge if not paid within the time set forth in the notice provided by the Association. Late payments will be subject to an interest rate as set forth in the Association's Collection Policy. The unit will be subject to the lien rights of the Association for collection of any fine. Owners are advised to assure that their rental agreements contain provisions for payment of any such fines. Each adult resident of a unit will be held liable for all fines assessed due to violations by: their children, all minor persons residing in the adult resident's unit, guest or invitee of the adult resident or anyone residing in the unit.

23. Suggestions and Comments - These rules are established for your convenience and protection. If you have any suggestions for changes or improvements, please write to the Board of Directors.