

**RULES AND REGULATIONS
PRAIRIE WALK ON CHERRY CREEK**

The following rules and regulations ("Rules and Regulations") for Prairie Walk on Cherry Creek, except as otherwise expressly stated, apply to all Owners and their families, lessees, employees, agents, invitees and guests with respect to the use of the Units and any other portion of the Prairie Walk on Cherry Creek Project. Capitalized terms not specifically defined in these Rules and Regulations shall have the same meaning as the meaning given to such terms in the Declaration for Prairie Walk on Cherry Creek (the "Declaration"). These Rules and Regulations shall be superseded by governing law, whether local, state or federal law, and these Rules and Regulations shall be deemed to be automatically amended to the extent governing law restricts or prohibits the enforcement of such Rules and Regulations or to the extent governing law is more restrictive than these Rules and Regulations. All Owners shall comply with applicable law notwithstanding any provision of these Rules and Regulations which allows or restricts any activity or action.

Ownership and Occupancy

1. The Owner of each Residential Unit in the Project shall heat such Unit so as to maintain a minimum temperature in the Unit of no less than 55 degrees Fahrenheit from October 1st of each year to May 31st of the following year in order to minimize any damage which could result from the freezing of pipes, both individual and common, which pass near or through individual Units within the Building. This minimum heating requirement must be met even when the Unit is vacant.

2. The Units are limited to residential use only. No daily or weekly rentals may occur, and no business of any kind may operate out of a Residential or other Unit unless such home occupation is permitted by applicable law, causes no disturbance and has no impact on other Owners or the Project, including, without limitation, impacts of noise, sight, smell, traffic, or parking.

3. The Owner of each Unit in the Project shall carry appropriate insurance that covers all personal belongings, as well as appliances, rugs, fixtures and the like, including liability coverage.

Health, Safety and Quiet Enjoyment

4. No loud or objectionable noise, obnoxious odor, or bright light shall be permitted to emanate from any Unit which may be deemed a nuisance to the Owners or occupants of any other Unit.

5. No fireworks of any kind shall be carried, stored, displayed or exploded on or over the Project.

6. No fire hazard, unsightly object or nuisance shall be placed, erected, constructed or permitted within the Project, nor shall any Owner or occupant of a Unit endanger the health or safety of any person or interfere with the peaceful possession and quiet enjoyment of any other Owner or occupant of a Unit.

7. No flammable oils or fluids including, but not limited to, gasoline, kerosene, naphtha, benzene, explosives or any item hazardous to the environment, life, limb or property shall be permitted on or about the Project.

8. Trash facilities are provided for the disposal of normal household waste. Use of the trash facilities for the disposal of bulky, hazardous or toxic materials, including, but not limited to, construction debris, paint, flammable liquids, furniture, appliances, carpet, carpet pad and tires is prohibited. All waste deposited in the trash facilities shall be in sealed trash bags. Storing trash outside any Residential Unit is prohibited.

9. Waste not suitable for disposal in the facilities provided, accumulations of refuse and other unsightly objects or materials will not be placed, kept or allowed to remain within the Project and shall be removed expeditiously at the Owner's expense.

10. Each Owner will supply the Executive Board or Managing Agent a list of contact numbers, including work, cell and home phone numbers to be used in case of emergency. Phone numbers will be used to contact the Owner in the event of an emergency, and Owners are hereby notified that the Unit will be entered through a locksmith or other means if the Owner or occupant is not available and there is a potential hazard that needs immediate attention. Owners shall also furnish to the Executive Board or Managing Agent as electronic mail address for routine communications and notice purposes if available. If the Unit has tenants/renters in occupancy, the Owner of the Unit must provide management the name, phone numbers of the occupants of the Unit, as well as a copy of the lease. The Owner will keep the information concerning all occupants of the Unit current at all times. Failure to comply could result in, and each Owner hereby authorizes, forced entry to the Unit by either the Executive Board or the Managing Agent. Failure to comply will also result in the removal or re-keying of the lock, all at the Owner's expense.

11. All deliveries and moving of furniture, fixtures, equipment and other household or commercial items to and from the Units shall be made by authorized entries only and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or occupants of any other Units.

12. Unit Owners and occupants shall not place a load on any floor exceeding the floor load per square foot area which the floor was designed to carry and which is allowed by law or which may, in the reasonable opinion of the Executive Board, constitute a hazard to or may damage the Building.

13. Unit Owners shall not install hard surface flooring in any room in the Residential Unit except for rooms where hard surface flooring is reflected in the plans and specifications for the Unit on file with the Association.

14. The Owner of each Residential Unit shall maintain smoke alarms within his Residential Unit in accordance with applicable law. No person, including an Owner, his family, guest, or invitee, shall tamper with, remove, dismantle or destroy any emergency warning devices within any Building or the Project, including those within any Common Elements, such as fire or smoke alarms, sirens, horns or strobe lights. Any violations shall be subject to the enforcement procedures and penalties set forth in these Rules and Regulations.

15. Skateboarding, rollerblading, use of dirt bikes and mopeds, and any other activity which may be a nuisance to Owners and guests or a liability to the Association are prohibited within the Project.

Exterior Appearance

16. The decks, balconies, patios, stairways and windows shall be used only for the purposes intended, and shall not be used for drying or hanging garments, cleaning rugs, or storing

other objects, including, but not limited to, charcoal barbeque grills other than electric grills, skis, bicycles, skateboards, ladders, hoses, and lawn and garden equipment. To ensure a consistent appearance for the Residential Units from the exterior of the building, horizontal blinds which are the same type and color of window coverings as initially installed in the Residential Unit at the time of construction shall be maintained by the Owner of each Residential Unit. Any deviation must be approved by the Executive Board. No reflective coating of any kind is allowed. No sheets, garbage bags, cardboard, blankets, posters, etc. shall be permitted, and the Executive Board shall regulate any item which is visible from the exterior of the Residential Unit. The sidewalks, driveways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Project unless otherwise authorized by the Executive Board.

17. Use of charcoal and propane barbeque grills within the Project is prohibited with the exception of those provided by the Association within areas of Common Elements. Electric barbeque grills are permitted.

18. Electric barbeque grills and outdoor patio furniture may be placed and kept outside of the Residential Units without the prior approval of the Executive Board, subject to regulation by law. No other items may be stored on the decks, balconies, patios, stairways or landscaped areas related to the Residential Unit or Common Elements without the prior approval of the Executive Board, including, without limitation, bicycles, toys and other items which cause a cluttered, unkempt or unsafe environment. No clotheslines are permitted.

19. Garage Unit doors shall be maintained in good repair and remain closed except when vehicles are entering or exiting or for short periods of time when a Garage Unit is in use by its Owner.

20. No exterior air conditioning units, swamp coolers, telephone antenna, television antenna, radio antenna or wiring for any of the foregoing shall be placed, erected, constructed or maintained within the Project without the prior approval of the Executive Board. A satellite dish no larger than 18" in diameter is permitted with the location to be approved by the Executive Board. No satellite dishes may be attached to the Common Elements including but not limited to, the roofs, buildings, and balcony railings. Any fixture permitted to be attached to the exterior of a Building by an Owner shall be painted to match the exterior color of the Building.

21. No enclosure, structure, outbuilding or facility of any kind, including, but not limited to, fences, barriers, animal pens, posts, poles, clotheslines, mailboxes, ditches, trenches, driveways, walkways, stairs, playhouses and sheds, shall be placed, erected, constructed or maintained by any Unit Owner or occupant within the Project.

22. No tree, shrub, bush, other vegetation or landscaping element shall be cut, trimmed, pruned, removed, relocated or otherwise disturbed, nor shall any surface contour be graded, re-graded, altered or otherwise disturbed, without the prior approval of the Executive Board.

23. There will be no loitering, soliciting or posting of hand bills by anyone on the premises.

24. Any damage to the Common Elements, or common personal property caused by an Owner, tenant/renter, guests, and child/children of Owners, tenants/renters or their guests shall be repaired at the expense of the responsible Owner. Each Unit Owner is responsible for the acts of their tenants/renters, invitees or guests. No persons are permitted on the rooftops.

25. Except as expressly allowed in these Rules and Regulations below, no sign, billboard, poster board or advertising structure of any kind shall be placed, erected, displayed or maintained anywhere within the Project, including on the balconies, porches, decks, windows and exterior walls of the Residential Units unless approved by the Executive Board. No sign larger than 18" x 24" will be approved. Notwithstanding the foregoing, an Owner of a Unit may place one (1) sign with a maximum size of 18" x 24" in the window of a Residential Unit (and not outside or within any Common Elements) indicating that the Unit is for sale or rent.

26. Unless applicable law permits further restriction on the display of the American flag and these Rules and Regulations are then modified to further restrict the display of American flags in accordance with such law, the American flag may be displayed by an Owner in a window of a Residential Unit, or on a balcony adjoining the Residential Unit, if the American flag is displayed in a manner consistent with the Federal Flag Code, P.L. 94-344; 90 Stat. 810; 4 U.S.C. 4 to 10 or otherwise in accordance with applicable law. A flag for the Project shall be maintained at the Recreation Center. No flag or flagpole of an Owner shall be installed or displayed within the Common Elements. Any flag to be displayed or pole to be used anywhere on or within a Residential Unit shall be approved by the Executive Board as to location, size, placement and manner of display.

27. Unless applicable law permits further restriction on the display of service flags and these Rules and Regulations are then modified to further restrict the display of service flags in accordance with such law, an Owner may display a service flag bearing a star denoting the service of the Owner or a member of the Owner's immediate family in the active or reserve military service of the United States during a time of war or armed conflict on the inside of a window or door of the Residential Unit or otherwise in accordance with applicable law. No service flag of an Owner shall be installed or displayed within the Common Elements. Any service flag to be displayed or pole to be used anywhere on or within a Residential Unit shall be approved by the Executive Board as to the location, size, placement and manner of display; except that the maximum dimensions of a permitted service flag shall not be less than nine (9) inches by sixteen (16) inches.

28. Unless applicable law permits further restriction on political signs and these Rules and Regulations are then modified to further restrict political signs in accordance with such law, an Owner may display political signs in a window of the Owner's Residential Unit, except that display of political signs earlier than forty-five (45) days before the day of an election and later than seven (7) days after an election day is prohibited. No political signs shall be permitted within the Common Elements. If Douglas County does not regulate the size and number of political signs on residential property, an Owner shall be entitled to have one (1) political sign per political office or ballot issue that is contested in a pending election, with the maximum dimensions of such sign being 18" x 24". If the County does regulate political signs and the restrictions in these Rules and Regulations are more restrictive than any such applicable the County ordinance, then the ordinance of the County shall be deemed to apply instead of the restrictions herein. As used in this section, "political sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official or the passage of a ballot issue.

Vehicles and Parking

29. The Executive Board may regulate all uncovered parking spaces within the Project, including the assignment of an individual parking space to a Residential Unit, the first Owner of which did not purchase a Garage Unit or Carport Unit upon the initial purchase from the developer of the Project. It is contemplated that assignments of uncovered parking spaces shall be made as Residential Units are sold to the first homeowners thereof not having a Garage Unit or Carport Unit

on a first-come, first-served basis and that such parking assignments shall not be modified thereafter. Once an uncovered parking space has been assigned to a Residential Unit, such assignment will remain attached to such Residential Unit and shall not be transferred by the Owner of the Residential Unit for use by any other party, including the Owner of a different Residential Unit. No reassignment of uncovered parking spaces may be made by the Association or the Executive Board without the consent of the Owner having use of the assigned uncovered parking space unless such reassignment is required due to a determination by the Association that such assignment of parking spaces causes the Project not to be in compliance with applicable law or regulation, is required due to governmental regulation or requirement, or is required by the Association due to other unforeseen circumstances and considered necessary. In the event of any required reassignment, the Association shall either determine that no uncovered parking spaces shall be assigned to Unit Owners or make a reassignment on an equitable basis. The Association shall keep on file a map designating all assignments of uncovered parking spaces to particular Residential Units.

30. Parking of motor homes, vehicles with tandem axles, trailers of all types, boats, snowmobiles, ATV's, or any similar vehicle deemed inappropriate by the Executive Board in its reasonable discretion is prohibited; provided, however, that trucks or other commercial vehicles necessary for construction or for the maintenance of the Common Elements, Units or any improvements thereto, are permissible but shall not at any time be parked in the Garage Units or Carport Units. Motor homes may be parked on premises for 48 hours prior to leaving on an extended trip, and 48 hours following the trip. This 48-hour period is allowed for loading and unloading before and after an extended trip.

31. The parking or operation of motorized vehicles in assigned parking spaces (except by Owners having exclusive use thereof), landscaped areas and Common Element areas other than drive lanes and parking areas is prohibited. Parking in the Common Elements is restricted to unassigned parking areas only and for the sole use of Owners, visitors and guests of the Project.

32. All Garage Units shall be used for vehicle parking and storage purposes only. Garage Units may be used only by Owners or occupants of a Residential Unit and may be leased to occupants on a long or short term basis for the purposes provided herein. Any such lease shall expressly state that the tenancy is subject to all of the terms and conditions of the Declaration and these Rules and Regulations. In no event shall any Garage Unit be used for commercial or manufacturing purposes, nor shall any loud noise, nuisance, or excessive utility use be permitted. The Garage Units shall be used primarily for parking of cars and trucks used routinely for transportation by an Owner or occupant of a Residential Unit. Therefore, no Garage Unit Owner shall use such Owner's Garage Unit in a manner that would preclude the parking of one car or truck within the Garage Unit. No parking of inoperable vehicles shall be permitted within the Garage Units.

33. All Carport Units shall be used only for parking of a vehicle routinely used by an Owner or occupant of a Residential Unit for transportation. Carport Units may be used only by Owners or occupants of a Residential Unit and may be leased to occupants on a long or short term basis for the purposes provided herein. Any such lease shall expressly state that the tenancy is subject to all of the terms and conditions of the Declaration and these Rules and Regulations. In no event shall any Carport Unit be used for commercial, vehicular repair, manufacturing or storage purposes, nor shall any loud noise or nuisance activities be permitted thereon. No parking of inoperable vehicles shall be permitted on or about the Carport Units.

34. The following vehicles will be towed away immediately at the vehicle owner's expense:

- (a) Vehicles obstructing traffic, snow removal or trash collection or parked in a drive lane;
- (b) Vehicles obstructing access to any Garage Unit, Carport Unit, or surface parking spaces except when properly parked therein;
- (c) Vehicles parked in posted "No Parking" zones;
- (d) Vehicles blocking access to fire hydrants or otherwise violating fire code or health and safety laws; and
- (e) Vehicles parked in landscaped areas.

The following vehicles will be given one (1) warning and then will be towed in hours at the owner's expenses:

Inoperative vehicles;

Vehicles without current registration; and

Vehicles not moved within 72 hours

35. No person shall do or permit anything to be done within the Project, or bring or keep anything therein which would conflict with health and safety laws or with any insurance policy of the Association or with any rules of the Association or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Project.

36. Notwithstanding any provision in these Rules and Regulations to the contrary, unless applicable law permits further restriction on emergency service vehicles and these Rules and Regulations are then modified in accordance with such law, an Owner shall be entitled to park a vehicle in the Property if the vehicle is required to be available at designated periods at the Owner's residence as a condition of the Owner's employment and all of the following criteria are met:

- a. the vehicle has a gross weight rating of ten thousand (10,000) pounds or less;
- b. the Owner is a bona fide member of a volunteer fire department or is employed by an emergency service provider, as defined in Section 29-11-101(1.6), C.R.S.;
- c. the vehicle bears an official emblem or other visible designation of the emergency service provider; and
- d. parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Owners to use streets and driveways within the Project.

Animals

37. Owners of Residential Units shall be permitted to keep and maintain no more than two (2) household pets at any time in any Residential Unit. **TENANTS/RENTERS MAY NOT KEEP PETS IN THE RESIDENTIAL UNIT AT ANY TIME.** No Owner shall keep in his Unit and

allow within the Project a dangerous animal at any time. No dog shall exceed sixty (60) pounds. Pets are not permitted to run free outside of a Unit at any time. When outside of a Unit, pets should be on a leash, no longer than six (6) feet and in control by their owner at all times. Owners of pets must immediately pick up the waste created by their pets on decks, balconies and outside the Unit, including the Common Elements. Pets may not be kept outside on any deck or balcony for longer than 2 hours. Animals which create a noise problem, such as barking dogs, will not be permitted. Owners are responsible to prevent pets from damaging any landscaping, buildings or property owned by others. Any damage to landscaping or Common Elements caused by any pet shall be repaired or replaced, as necessary, at the Owner's expense. Owners of animals that are aggressive to anyone on the Prairie Walk property will be warned. Any further infractions will be fined. After a warning the Owner of any animal that bites anyone on the Prairie Walk property will be fined \$100.00. Further infractions of biting will cause the Owner to be fined \$200.00. The Association, the Executive Board and all Owners submit to the authority of the local Animal Control office for violations of local law and these Rules and Regulations. Any violation shall be deemed cause for the Association, the Executive Board, the Managing Agent or an Owner to request action by the local Animal Control.

38. No pets are allowed in the Recreation Center including the Clubhouse, weight room or pool areas, provided, however, that animals acting as aides for handicapped Owners or occupants of a Unit shall be permitted.

39. All dogs over the age of three (3) months shall have at all times a valid pet license issued by the proper authority after having been kept on the Project for any consecutive fourteen (14) day period.

Recreation Center

40. The pool and spa area and other facilities within the Recreation Center may only be used by Owners and occupants of Units and their guests. The pool shall be open for use from 8:00 a.m. to 10:00 p.m. from Memorial Day through Labor Day, and the spa from 8:00 am to 10:00 pm year round or such other hours of operation that the Executive Board shall determine from time to time. Owners and occupants of Residential Units, and their guests, must wear suitable attire while using the Recreation Center. Regulation swimwear only is permitted in the pool and spa areas, and there shall be no cutoffs permitted. Guests in the pool must be accompanied by an adult homeowner at all times. No guest of an Owner renting the Clubhouse will have access to the pool or weight room.

41. Public intoxication is not permitted on or about the Recreation Center and no glass containers are permitted. No disruptive, profane or vulgar conduct is permitted on or about the Recreation Center, and no loud music is permitted on or about the Recreation Center.

42. Children under the age of sixteen (16) must be accompanied at all times by an adult while on or about the pool and spa or in the weight room. No one under the age of sixteen (16) may use or be on any of the apparatus in the weight room.

43. Children under the age of eighteen (18) must be accompanied at all times by an adult while in the business center.

44. THERE IS NO LIFEGUARD ON DUTY IN THE POOL AND SPA AREAS, NOR IS THERE ANY ATTENDANT IN ANY OTHER AREA OF THE RECREATION CENTER. OWNERS AND OCCUPANTS OF UNITS AND THEIR GUESTS SWIM AND USE ALL FACILITIES WITHIN THE RECREATION CENTER AT THEIR OWN RISK.

45. Individual facilities within the Recreation Center, including the pool, spa, weight room or other areas, may have specific additional rules and regulations applicable to such facilities physically posted on the premises, and all users of the facilities shall comply with the additional rules and regulations, including permitted hours of use. The Recreation Center, individual facilities therein, and other Common Elements shall be closed at the discretion of the Executive Board when weather, maintenance, safety, security or sanitary conditions warrant. In addition, the individual facilities within the Recreation Center may be occupied or used exclusively at times by Owners or other authorized private parties on such terms as the Executive Board may determine.

Enforcement and Penalties

46. Until such time as these Rules and Regulations are modified to change the address of the Association, all notices to the Executive Board and to the Association shall be directed to the following address:

Prairie Walk Condominium Association
Executive Board
P.O. Box 7240 (mailing address)
20 Eagle Road, Building 1 (physical address)
Avon, Colorado 81620

with a copy sent to the management company for the Project.

47. Owners shall be responsible for informing tenants/renters, guests, invitees and contractors of these Rules and Regulations.

48. Situations and matters not addressed by these Rules and Regulations shall be resolved by the Executive Board in its sole and reasonable discretion.

49. Violations of these Rules and Regulations shall subject the applicable Owner to the following penalties at the discretion of the Executive Board:

- (a) First Violation: A warning notice to the applicable Owner to have the violation corrected within 7 days of the postmark of the warning. In the event the violation is not immediately corrected, a fine of up to \$25.00 per day may be assessed. If the violation is not corrected in fourteen (14) days, additional fines of up to \$50.00 per day may be assessed
- (b) Subsequent Violations: A warning notice or a fine of up to \$50 per day for each same or continuing violation within a ninety (90) day period shall be assessed to the applicable Owner.
- (c) Any Owner whose animal bites anyone on the property, after a warning, will be fined \$100.00. Further infractions will cause the owner to be fined \$200.00.

50. Any Owner notified of a violation shall have ten (10) days from the postmark date of any violation notification from the Executive Board to file a written protest with the Executive Board, and shall have the right to appear in person or by representative at the next Executive Board meeting. A final decision by the Executive Board shall be binding on the Owner.

51. All fees, charges and penalties imposed by the Executive Board and costs incurred by the Association in enforcing these Rules and Regulations shall be considered default assessments enforceable against Units and Owners in accordance with the Declaration.

52. THE EXECUTIVE BOARD, IN ACCORDANCE HERewith, SHALL HAVE THE AUTHORITY TO TAKE ANY ADDITIONAL REMEDIAL ACTION IT DEEMS APPROPRIATE AND ALSO PERMITTED IN THE DECLARATION, INCLUDING, BUT NOT LIMITED TO, THE FILING OF A LIEN, THE FILING OF AN ACTION FOR INJUNCTIVE RELIEF OR MONEY JUDGMENT, SUSPENSION OF VOTING RIGHTS, SUSPENSION OF RIGHTS TO USE COMMON ELEMENTS, SUSPENSION OF OTHER SERVICES PROVIDED BY THE ASSOCIATION, OR THE EXERCISE OF SELF-HELP OR OTHER ACTION TO ABATE ANY VIOLATION OF THE RULES AND REGULATIONS. NOTHING SET FORTH HEREIN SHALL BE CONSTRUED TO LIMIT ANY REMEDY AVAILABLE TO THE EXECUTIVE BOARD IN THE ENFORCEMENT OF THESE RULES AND REGULATIONS.

Amendment of Rules and Regulations

53. Subject to the terms of the Declaration and the Executive Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Owners, the Executive Board may modify, cancel, limit, create exceptions to, or expand these Rules and Regulations. The Executive Board shall send notice to all Owners concerning any proposed action thirty (30) days prior to an Executive Board meeting at which such action is to be considered. The notice shall include the text of the new rule or an explanation of any changes to be made to the rules and regulations. Owners shall have a reasonable opportunity to be heard at an Executive Board meeting prior to such action being taken. Any amendment of or addition to the rules and regulations may be made by a majority of the Directors.

THE ABOVE RULES AND REGULATIONS have been UNANIMOUSLY APPROVED by the Executive Board this ____ day of _____, 2006.

Jeff Barkman

Michael A. Mutter

Brenda K. Miller