

**After Recording Return To:**

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**Restated Rules and Regulations  
Brown Homestead Condominiums Homeowners Association, Inc.  
April 1, 2011**

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The Board of Directors has established the following Rules and Regulations to promote a safe and pleasant environment at Brown Homestead Condominiums. These Rules and Regulations amend and restate and supersede all prior Rules and Regulations. These Rules and Regulations apply to all Unit owners and their respective occupants, tenants, guests, invitees, licensees, agents and contractors.

**1. Parking.**

- a. Vehicles may not be parked, even temporarily, in areas where NO PARKING signs are posted, including in front of the dumpster.
- b. No trailers, recreational vehicles, motor homes, or campers may be parked in the parking lot over night, unless approved in writing in advance by the Board of Directors based upon the need to park at BH lot, including circumstances such as moving, construction, or other hardship. The Board may only grant permission for over night parking for the most limited duration necessary under the circumstances.
- c. Parking in the community parking lot is undesignated. Each upper Unit may park up to three (3) Permitted Vehicles, and each lower unit may park up to two (2) Permitted Vehicles, in the parking lot, subject to the following.
  - i. A **"Permitted Vehicle"** means a motor vehicle or motorcycle licensed under applicable state laws as an automobile or motorcycle with current registration. The following are not Permitted Vehicles: vehicles with expired registration, unlicensed off-road vehicles, boats, and accessories thereto, plows, bobcats, and any other oversized vehicle or equipment, and any abandoned and/or inoperable vehicles of any kind.
  - ii. There shall be no storage of personal property in the parking lot other than a Permitted Vehicles.

- iii. Notwithstanding anything to the contrary, any vehicle owned or used by the Association, its manager, or contractors may park in the parking lot.
- iv. Vehicle or equipment that are in violation of these Rules and Regulations are subject to removal as set forth below.
- v. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted within the parking lot or otherwise on the Common Elements. Further, sleep in, and camping in, any vehicle in the parking lot is prohibited.

2. **Fire Safety.**

- a. Only gas grills are permitted on Unit Decks and on the Common Elements.
- b. For those Units that have wood stoves, all ashes must be stored in a sturdy metal fireproof container.

3. **Personal Property on Unit Decks.** Only the following personal property is permitted on Unit decks:

- i. Deck furniture, consisting of all-weather chairs and tables that are in good condition and repair,
  - ii. Plants
  - iii. Gas Grills
  - iv. One satellite dish may be attached to a each Unit deck, and no other equipment or decorations are permitted on Unit decks. Owners are responsible for any damage to the Common Elements caused by the installation or removal of satellite dishes.
- b. No other personal property of any kind or nature is permitted on Unit decks, including but not limited to trash, bicycles, sports equipment, appliances, automobile parts and tires, cardboard boxes, newspapers, or anything flammable.

4. **Storage of Personal Property on Common Elements.**

- a. Bicycles may be stored within individual units or in the designated bike racks located on the Common Elements, if any.
- b. There is a community storage shed on the Common Elements that Owners (but not tenants), may use for storage of personal property. If the storage shed become over crowded, then the Association will notify Owners that they have up to fourteen (14) days to identify their personal property with a tag, and after

such fourteen (14) days, the Association may remove and dispose of any untagged personal property without liability to any owner thereof, and at the cost of the owner of such personal property, if known. Additionally, if the storage shed becomes over crowded with identified personal property, then upon fourteen (14) days written notice, the Association may equitably direct Owners to remove personal property to reduce such overcrowding.

- c. Other than as specifically provided above, no personal property may be kept or stored on the Common Elements. All such unpermitted personal property is subject to removal and/or disposal by the Association as set forth below.
5. **Trash.** No trash may be stored, even temporarily, on the common elements. All trash must be immediately taken to the common dumpster. Large items or boxes must be disassembled. No construction trash is allowed in the common dumpster.
  6. **Pets.**
    - a. Subject to these regulations, record Owners occupying their Units may have up to two (2) dogs and two (2) cats, and other normal domesticated household pets like small birds and fish. No other animals are permitted in a Unit or on the Common Elements.
    - b. All dogs must wear tags with current registration information, the owner's name, and the owner's telephone number.
    - c. Please be a courteous pet Owner. Do not leave any pet unattended on the Common Elements. All dogs must be on a leash or under voice control at all times when on the Common Elements. Unattended animals are subject to removal by the Association.
    - d. Notwithstanding anything to the contrary, no animal may unreasonably disturb other occupants of the community or otherwise be a nuisance, and no animal may be kept, bred or maintained for any commercial purpose.
    - e. Owners must pick up their pets' waste immediately regardless of season, weather or time of day.
  7. **Noise.** Owners are asked to respect their neighbor's need for peace and quiet. The community has less than ideal insulation, and as a courtesy to your neighbors, please keep doors closed, and try to limit excess noise from stereos and loud voices.
  8. **Situations Causing Damage to Units.**
    - a. If there is a problem causing damage to a unit and the cause is obviously another unit, then that problem is not the responsibility or obligation of the Association and should be resolved between unit Owners.

- b. If there is a problem causing damage to a unit and the cause is unclear, then the Association will investigate the problem to determine the cause and the cost of the investigation will be a common expense. The Association will promptly notify all Owners of units involved of the problem, and whether the Association has determined the cause involves a Common Element/limited Common Element for which the Association is responsible, or a unit/limited Common Element for which a unit Owner is responsible.
9. **Situations Causing Damage to Common Elements.**
- a. If there is a problem causing damage to the Common Elements and the cause is obviously another unit, then the Association will promptly notify the Owner of the Unit causing the damage.
  - b. If there is a problem causing damage to the Common Elements and the cause is unclear, then the Association will investigate the problem to determine the cause and the cost of the investigation will be a common expense. If the problem is finally determined to be caused by a unit, then the Association will promptly notify the Owner of the unit found to be causing the damage.
10. **Emergency Situations.** Notwithstanding anything to the contrary, in the event of an emergency, which means a situation in which an immediate or swift response will lessen damage to Common Elements, Limited Common Elements, or a Unit, or will make such damage less likely, the Association has the right, but not the obligation, to enter a unit to take reasonable steps to address the immediate cause of the emergency. In this case, the Association will as promptly as practicable notify the Owners of the Units involved, and, if the Association has taken steps to address the immediate cause of the emergency, the costs of responding to the emergency shall be assessed to the Unit(s) causing the damage.
11. **Construction Policies.** The following applies to all construction work in the community, including Units. Owners are responsible for the activities of their contractors.
- a. **Notification of Manager; Insurance.** Prior to starting any construction that has the potential to create debris, to require cleaning of the Common Elements, and/or to damage the Common Elements, the Owner must:
    - i. Notify the Association's manager in writing when work is anticipated to start and end, the general scope of work, and who will be doing the work.
    - ii. Obtain from the Owner's contractor proof of current liability insurance and worker's compensation coverage.
    - iii. Obtain a San Miguel County building permit, if required.

- b. **Working Hours.** Construction hours are from 8:00 A.M. to 5:00 P.M., Monday through Saturday, exclusive of federal holidays. No construction is permitted on federal holidays, Sundays, or outside of construction hours.
  - c. **Construction Materials and Debris.** This section applies to construction materials, debris, trash, equipment and appliances (collectively, "**Construction Materials**").
    - i. No Construction Materials may be stored outside of a Unit, in Common Elements or public areas adjacent to the building, unless approved in advance by the Board of Directors.
    - ii. All Construction Materials intended for disposal must be promptly removed from the Common Elements. No Construction Materials may be disposed of in the common dumpster. Construction Materials must either be hauled away or disposed of in an approved dumpster or hauled away by the Owner or contractor. No food may be put in construction dumpsters.
  - d. **Dumpsters.** Dumpsters are subject to prior board approved as to location, size and duration.
  - e. **Clean Up.** Owners and contractors are responsible for prompt and thorough construction clean up. Dirt, sawdust, or other material traced or spilled on hallways and other Common Elements must carpeting must be cleaned up immediately.
  - f. **Damage.** Owners are responsible for all damage to the Common Elements caused by construction work in their Units.
  - g. **Association Costs.** If the Owner or the Owner's contractor fails to comply with these construction policies, then the Association may perform clean-up, dumpster removal and damage repair resulting from a unit Owner's construction and charge the unit Owner the Association's costs, including charges of the manager. All charges for the Association's Manager's time related to an Owner's construction and/or an Owner's compliance with these rules, shall be invoiced to the Owner.
12. **Unit Work Affecting Common Elements.** If any construction or repair work in a Unit affects the Common Elements, including a common utility (such as water), then the Owner or the Owner's Contractor must contact the Association's manager to coordinate that work. The Owner shall reimburse the Association for any costs incurred by the Association, such as, for example, costs related to shutting off common water to allow for repair work in a Unit.

13. Enforcement and Fines.

- a. Owners are responsible for compliance with these Rules and Regulations by their Unit occupants, tenants, guests, invitees, licensees, agents and contractors.
- b. The Board will cause written notice of violation to be sent to the responsible Owner, and the violating party if other than the Owner and if contact information is available to the Association, via email and by certified mail, and for personal property and vehicles, a written notice tagged to the physical object, as follows:
  - i. For trailers, recreational vehicles or campers may be parked in the parking lot over night, 24-hour written notice.
  - ii.
  - iii. For animal violations, seven (7) days written notice,
  - iv. For personal property violations, three (3) days written notice.
  - v. For storage shed personal property, fourteen (14) days written notice.
  - vi. For vehicle and parking lot violations, 24-hour written notice.
- c. Animals, personal property, and vehicles that are in violation of these Rules and Regulations are subject to removal and disposal by the Association after written notice as set forth above, and without any liability to the Association to anyone covered by these Rules and Regulations for claims or damages arising out of such removal. Vehicles in violation will be towed at the vehicle owner's expense. The Association may charge the cost of such removal and disposal to the Owner and violator. Such costs shall be an Association lien against the Unit of the responsible Owner
- d. Any Owner, tenant or guest who violates these Rules and Regulations is subject to a fine by the Association of up to \$200 per incident per day as determined by the Board after at least ten (10) day's written notice of violation and an opportunity for a hearing before the board. Owners are responsible for all fines imposed on persons for whom they are responsible under (a) above. All fines shall be an Association lien against the Unit of the responsible Owner.

These Rules and Regulations shall become effective April 1, 2011. The undersigned officer certifies that these Rules and Regulations were properly adopted by the Board of Directors at its meeting held March 21, 2011.

  
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Sign and Title

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