

Schedule A
Rules and Regulations for
Bear Mountain Townhouse Homeowners Association

Adopted July 7, 2001

By a vote of members who own Lots 95 through 104, inclusive, a replat of a portion of Devil's Thumb Subdivision, Filling No. 6, Boulder County, Colorado, on July 7, 2001 the following Rules and Regulations (pages 1 through 3) are enacted and will be adhered to by all members, members' families, tenants and guests. The Association reserves the right to levy fines or place liens as a consequence of violations of these Rules and Regulations by a unit owner, family member, guest, lessee, tenant or service provider (Declaration of Covenants, Conditions and Restrictions, Article IX, paragraph 1). The officers of the Association are defined as those duly elected as President, Vice-president, Secretary and Treasurer.

1. All vehicles belonging to or under the control of a unit owner or a member of the unit owner's family, guest, lessee, tenant, employee or service provider of a unit own shall not be parked in such a manner as to impede or prevent ready access to any part of the Association property. No permanent parking is allowed in the driveway. All vehicles, including commercial and service vehicles (unless such vehicles are required for the services being provided), shall be parked within the designated parking areas. It will be the responsibilities of the unit owner or occupant to have all vehicles observe these parking regulations. Any traffic flow markings and signs regulating traffic and parking on the premises shall be strictly observed. The Officers of the Association may designate a homeowner to enforce these parking regulations and, if necessary, place reminders on the windshields of violating vehicles or arrange for towing at the vehicle owner's expense. If space is not available in any of the marked ten (10) parking spaces in the parking lot, additional vehicles shall park along the center in the parking line.
2. The Association parking lot is for the use only of unit owners, their family members, guests, tenants, lessees, and commercial vehicles (during business hours in which a service is being provided). One space only is designated per unit on a regular basis. Long-term (defined as "more than a week") parking of any unused or out-of-service vehicle in the parking lot shall be prohibited unless prior written approval of the Board is received. Unauthorized vehicles shall be removed at the expense of the vehicle owner. Any violators of this regulation will have their vehicle removed at the vehicle owner's expense.
3. No articles of personal property shall be placed or stored on or in any of the general common elements or property (such as doorsteps, doors, windows, sidewalks) except for a display of the American flag and decorations only for the duration of legal or commonly accepted holidays. Flower planters are exempted. Other exceptions may be granted by prior written approval of the Board.

4. Unit owners, members of their families, their guests, residents, tenants or lessees shall not use the parking area and driveways as play areas.
5. No modification of any kind shall be done upon the exterior building walls (front or rear) or upon the general common elements by any unit owner without prior written permission of the Officers of the Association. Such work is the responsibility of the Association. Any external unit modifications or additions shall require the approval of the Association followed by the Devil's Thumb Architectural Control Committee.
6. No owner, resident or lessee shall install external electrical or television wiring or external wiring for other purposes, nor shall television or radio antennae, machines or air conditioning units be installed on the exterior of the project or that protrude through the walls or the roof of the Association improvements except as may be expressly authorized per paragraph 5 above.
7. Owners and occupants shall make every reasonable effort to avoid making or permitting to be made loud, disturbing or objectionable noises at all hours of the day and night and are expressly prohibited from using or playing or permitting to be used or played musical instruments, radios, stereos, television sets, amplifiers and any other instruments or devices in such a manner as may disturb owners, tenants and/or occupants of other units. Recognizing the sound transmission characteristics of the common walls, considerable judgment is to be used at all time concerning the use of rooms with furniture audio equipment and cabinets that abut common walls. Construction and commercial work shall not be permitted between the hours of 10 p.m. and 7 a.m.
8. Disposition of garbage and trash shall be only by the use of garbage disposal units or by the use of common trash and garbage dumpster. Unit occupants who have a greater than normal amount of trash and garbage are expected to contact the trash pick-up company used by the Association and arrange for a special pick-up. That unit occupant will be responsible for cost of such special pick-ups. If at any time the trash container is full, unit occupants are expected to keep overflow trash in their garages until there is available space in the dumpster.
9. The terraces, decks or patios shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items. No rugs or other materials shall be dusted from windows by beating or shaking. Temporary drying of a throw rug out of public view is permissible.
10. Each unit is limited to one dog and/or cat per unit. Where such written permission is granted, such permission is revocable if the animal becomes obnoxious (defined

herein as making excessive noise, abusing common areas or appearing threatening or disturbing to other residents). In such an event, the owner or person having control of the animal shall be given written notice to correct the problem. If not corrected within the time specified in the written notice, the Human Society will be contacted and the animal removed.

11. No urination or defecation is allowed on the common property by such animals as described in paragraph 10. Dogs must be on the leash or under voice control whenever in or on common property. The Boulder leash law will be observed. The animal owner is responsible for any clean-up.
12. The Association assumes no liability for nor shall it be liable for any loss or damage to articles left or stored in any common or other area, including items left in vehicles. It is the responsibility of each unit owner, occupant, tenant and/or lessee to provide insurance for household articles and any other insurance coverage not specifically provided for by the Association blanket policy. A copy of the Association insurance policy is available upon request from the insurance company with whom the Association maintains a contract.
13. Any damage to the general common elements or common property caused by a unit owner, tenant, lessee, guest, their pet or worker contracted by the unit resident or owner shall be repaired, replaced or become the financial responsibility of the unit homeowner. If repairs are not timely, upon written notice by the Association, the Association may contract for such repairs and assess the homeowner for the expense.
14. All homeowners and their tenants or lessees must file an information form with the Officers of the Association of the Association. The form will indicate, among other items, receipt of a copy of and agreement to abide by the Rules and Regulations of the Association. A copy of the Rules and Regulations must be included as part of a sales agreement in the event a homeowner sells their property. It is strongly recommended that a copy of the Rule and Regulations be provided a Realtor at the time a homeowner contracts with said Realtor.