

**AMENDED & RESTATED RULES AND REGULATIONS
FOR
PROSPECT HOMESTEAD OWNERS' ASSOCIATION**

The Rules and Regulations were adopted by the Board of Directors of **PROSPECT HOMESTEAD OWNERS' ASSOCIATION**, a Colorado nonprofit corporation on November 18, 2008 in accordance with section 8.6 of the Townhome Declaration of Prospect Homestead, and are hereby repealed and replaced with the following Amended & Restated Rules and Regulations on January 13, 2014 in accordance with Section 8.6 of the Townhome Declaration for Prospect Homestead:

1. **NUISANCES.** No obnoxious or offensive activity of any nature shall be maintained or allowed within Prospect Homestead or the common areas and each lot owner or lessee shall use his lot in a manner that is not offensive to the other lot owners, lessees, or guests.

2. **MOTOR VEHICLES.** No motor vehicles shall remain parked upon the property of Prospect Homestead except as follows:

2.1 All vehicles shall at all times be parked in a designated parking area and parking space where applicable.

2.2 No inoperable vehicle may be parked at Prospect Homestead for longer than 72 hours.

2.3 Snowmobile Trailers shall be considered a motor vehicle for purposes of these Rules and Regulations.

3. **TRASH.** No trash, recyclables, debris or refuse shall be deposited upon the common elements of Prospect Homestead except only within trash containers, with lids firmly attached, in the designated areas. No fires, burning of any trash, debris or materials shall be allowed within or upon the grounds of Prospect Homestead. Lot Owners and lessees are responsible, at their cost, for the disposal of any non-household garbage, including but not limited to furniture, tires, appliances, building materials, and other large items. Lot Owners and lessees are further responsible, at their cost, for trash expense incurred by the Association for excessive trash pick-up.

4. **ENTRYWAYS.** The entryways within the Prospect Homestead shall at all times be kept free and clear of all obstructions, snow and ice by the Lot Owners or lessees. No Lot Owner, lessee, or guest, shall in any way obstruct free unlimited access to any of the lots.

5. **COMMON AREAS.** The common areas shall be kept and maintained by the Association. No individual shall place, keep or maintain any items of personal property, landscaping, or other improvements thereon except as provided in these Rules and Regulations or with the prior written consent of the Board of Directors, and a condition of

allowing any improvements or landscaping on the common areas shall be that the requesting individual agrees to maintain and be responsible for all costs related to the improvements. The Association reserves the right to modify, alter, and remove any improvements on the common areas without the consent of adjacent owners.

6. **NOISES.** Lot Owners, lessees, and guests shall maintain as low noise levels as are reasonably possible at all times and in no event may maintain noise levels which are offensive to other occupants within the Prospect Homestead.

7. **USE OF GENERAL COMMON ELEMENTS OR LIMITED COMMON ELEMENTS.** Use of any of the general common elements or limited common elements will be made in such a manner as to respect the rights and privileges of other Lot Owners, lessees, employees, guests, business invitees and customers.

8. **LIABILITY FOR DAMAGE.** Any damage to the general common elements or limited common elements caused by a Lot Owner, lessee, employee of a Lot Owner or lessee, guest or customer of a Lot Owner or lessee shall be repaired at the expense of that Lot Owner or lessee. Any cleaning necessitated shall be at the expense of that Lot Owner or lessee.

9. **TOWNHOME LOTS.** Each Lot Owner or lessee shall maintain or cause to be maintained, in good condition and repair, his Lot and all of the fixtures therein, and shall promptly pay all charges for utilities and Townhome fees. No Lot Owner or lessee may make structural, wiring or mechanical alterations affecting the common elements without the prior written approval of the Board of Directors. No Lot Owner or lessee may install or erect any antennas or satellite dishes on the exterior or roof of any Lot without prior written consent of the Board of Directors. Any additional improvements and/or structures on the exterior of a Lot Owner's Building or Lot (such as decks, hot tubs, gardens, landscaping) may only be added and maintained with the prior written consent of the Board of Directors, and shall be maintained and repaired at the Lot Owner's expense. In the event the improvements are not properly maintained, the Association retains the authority to enter the property and conduct all necessary repairs, replacement, and/or removal and shall invoice the Lot Owner for the cost of all necessary repairs, replacement, and removal.

10. **WINDOW COVERINGS.** No Lot Owner or lessee shall use as window coverings bed sheets, tapestries, blankets, or any other material except for blinds, curtains and drapes made to be window coverings.

11. **COMPLIANCE WITH RULES AND REGULATIONS.** Each Lot Owner, lessee, or, guest agrees to comply with and abide by all Rules and Regulations set forth above and as the same may be amended or adopted by the Board of Directors from time to time. The above Rules and Regulations shall in no way amend or alter the Articles of Incorporation, Townhome Declaration, or Bylaws of the Association, but shall only be supplemental thereto. Any Lot Owner or lessee who violates any of these Rules and Regulations is subject to a fine of \$100.00 per occurrence, the impoundment of any personal property in violation of these Rules

and Regulations, the towing and impoundment of motor vehicles which violates these Rules and Regulations at the owner's expense, or any combination thereof.

12. **AMENDMENT.** These Rules and Regulations may be altered, amended, revised or enlarged by the Board of Directors at any time. Written notice of any such change, amendment or revision shall be furnished to all Lot Owners and lessees following the adoption thereof.