

**Rules and Regulations of  
Pitchfork Townhomes Association, Inc.  
June, 2002**

The following Rules and Regulations were adopted by the Board of Directors of the Pitchfork Townhomes Association as specifically authorized in Paragraphs 3.8.1, 7.1, 7.3, 7.4, and 7.6 of the Declarations and may be added to, amended, or repealed at any time by the Board.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 Declaration of Pitchfork Townhomes.

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. 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 are shown in italics with paragraph references in parentheses. These rules 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. General Use Restrictions** . *All of the Units shall be held, conveyed, used, improved, occupied, owned, resided upon and secured, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration. These restrictions are general in nature and the Executive Board shall have the power and duty to adopt, amend, repeal and enforce more specific and restrictive design and architectural guidelines, rules, regulations, restrictions and policies as the Executive Board deems to be reasonable and necessary to carry out the intent of this Declaration. The Units are intended to be used for the purposes specified in, and use of the Units is limited by, this Declaration. Each Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Unit shall be used and occupied only as a residence as a single housekeeping unit, operating on a noncommercial basis with a common kitchen and dining area and for home operated businesses, so long as such business is (i) allowed by zoning resolutions; (ii) is not apparent or detectable by sight, sound, or smell from the exterior of the Unit, (iii) does not increase traffic within the Project; and (iv) does not increase the insurance obligation or premium of the Association. Each Owner and Owner's Agents may use the Limited Common Elements allocated to his or her Unit and the 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 Units and 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, restrictions or policies.*(7.1)

**2. Master Declaration and Master Plat Restrictions** . *The Units shall be used in strict compliance with the applicable provisions of the Master Plat and Master Declaration, which are incorporated herein by reference. OWNERS ARE ADVISED TO FAMILIARIZE THEMSELVES WITH THE PROVISIONS OF THE PITCHFORK DECLARATION, WHICH, IN CONJUNCTION WITH THIS DECLARATION, CONTROLS AND REGULATES USE OF THE UNITS. In the event of a conflict between the provisions of this Declaration and the Pitchfork Declaration, the more restrictive provision shall control.*(7.2)

**3. Use of Common Elements.** Each Owner and Owner's Agents may use the Limited Common Elements allocated to his or her Unit and the 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 Limited Common Elements and 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, restrictions or policies.(7.3)

**4. Occupancy Restrictions .** Subject to the Special Declarants Rights reserved under Article 14, all of the Units shall be held, conveyed, used, improved, occupied, owned, resided upon and secured subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration. These restrictions are general in nature and the Executive Board shall have the power to adopt, amend, supplement, repeal and enforce more specific and restrictive rules, regulations, restrictions, and policies as the Executive Board deems to be reasonable and necessary to carry out the intent of this Declaration.

A. Lots shall be improved as described in the Master Declaration and, except as otherwise provided in the Master Declaration, used exclusively for residential purposes. No commercial or business enterprise of any nature shall be allowed within the Common Interest Community, except as set forth in the Master Declaration.

B. No improper, offensive or unlawful use may be made of the Property. Owners and Owner's Agents shall comply with and conform to all applicable laws and regulations of the United States, the State of Colorado and all other governmental ordinances, rules and regulations; violations thereof shall be a breach of this Declaration, subject to enforcement by the Association.

C. No Unit shall be inhabited by more than the following number of occupants:

<u>Residence Size</u>	<u>Maximum Number of Occupants</u>
1 bedroom	3
2 bedrooms	4
3 bedrooms	5

Notwithstanding the foregoing, no Unit shall be inhabited by more persons than are permitted by the ordinances of the Town or as otherwise provided by law, whichever is more restrictive.(7.4)

**5. Material Increase in Insurance Rates** Except as may be approved in writing by the Executive Board, nothing shall be done or kept which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.(7.4D)

**6. No Partition** Except pursuant to the exercise of Development Rights provided herein, no Unit may be partitioned, separated or subdivided from any other part thereof(7.4E).

**7. Improvement Compliance** No Improvement shall be constructed on any Lot nor shall any Improvement be altered or demolished except as approved by the Architectural Review Committee and the Town. All Improvements shall comply with the terms, conditions, definitions and objectives as set forth in any design guidelines adopted by the Executive Board.(7.4F)

**8. Animals** No household pet or animal shall be allowed in or about the Common Interest Community, including Common Elements, except in compliance with the terms of this Declaration and in compliance with

*additional rules, regulations, restrictions or policies issued or adopted by the Executive Board, which may supplement and be more restrictive, but not supersede or be less restrictive than, the provisions of this Section 7.4.G.*

1. *No Owner or Owner's Agent shall keep more than two (2) dogs or cats or more than three (3) of a combination of dogs and cats at any time. Vicious and habitually barking, howling or yelping dogs shall be deemed a nuisance and prohibited.*

2. *All household pets shall be confined to the Owner's Unit or controlled on a leash. No dog shall be tied up outside for more than one hour at a time.*

3. *Owners will be held responsible for any litter, waste, mess or damage created by their pets in the Common Elements and for any offensive or prolonged noises created by their pets. All dog waste shall be immediately cleaned up and properly disposed of.*

4. *Animals may not be kept for any commercial purposes.*

5. *The Owner of any animal and the Owner of any Unit where the animal is visiting or staying shall be jointly and severally personally liable and responsible for all actions of such animal and any damage or violation of this Declaration caused by such animal. The right to keep animals as household pets shall be coupled with the responsibility to pay for any damage caused by such animals, and any damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration.*

6. *The Association is specifically empowered to impound any dog, cat or other animal running at large within the Property. Upon impoundment, the owner of the dog, cat or other animal, if known, shall be notified and the animal shall be taken to the nearest facility which accepts impounded dogs, cats or other animals. It is the duty of the owner of such dog, cat or other animal to recover the animal from such facility and if the animal is not recovered by the owner in accordance with the rules and regulations of such facility, the facility may destroy the animal without liability.*

7. *The Common Interest Community is adjacent to agricultural land used for livestock grazing. Owners of dogs should be aware that Colorado law allows owners of livestock to destroy dogs that harass livestock.*

8. *Nothing in this Section 7.4 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." (7.4G)*

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

The Board shall have 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 reasonable 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 Community.

**9. Parking** *Parking of vehicles on a Lot is permitted only within garages or designated parking spaces, except that vehicles may be parked temporarily in other areas as an expedience while loading and unloading. Personal property storage in each garage shall be limited so as to enable the intended number of motor vehicles to be stored in each such garage.*

*The following are absolutely prohibited from within the Common Interest Community and shall not be parked or stored on any street or Unit or in a garage:*

- 1. Motor homes, recreational vehicles, and campers except a camper mounted on a pickup;*
- 2. All terrain vehicles (ATVs);*
- 3. Trailers of any kind;*
- 4. Snowmobiles;*
- 5. Boats, except kayaks and inflatable rafts which shall be stored inside, or in a garage;*
- 6. Abandoned or inoperable vehicles of any kind. An abandoned or inoperable vehicle shall mean any vehicle which is not capable of being driven under its own propulsion or does not have current registration. (7.4H)*

**10. Prohibited Activities** *No activities shall be conducted within a Unit which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms, archery equipment, or fireworks shall be discharged within the Common Interest Community. No open fires shall be lighted or permitted except in a barbecue grill while attended and in use for cooking purposes.(7.4J)*

**11. Sleeping Areas** *No portion of any Unit shall be used for sleeping purposes other than bedrooms in a Unit for which a certificate of occupancy has been issued. No portion of a basement shall be used for sleeping purposes.(7.4K)*

**12. Signs** *No signs, window display or advertising of any nature visible from outside a Unit shall be erected or maintained on any Unit except as necessary to identify the name, ownership or use of the particular Unit and its address, or as necessary or desirable to give directions, advise of rules and regulations, or caution or warn of danger, to advertise a Unit for sale, or as may otherwise be necessitated by law. Any signs which are permitted under the foregoing restrictions shall be erected or maintained only with prior written approval by the Architectural Review Committee in compliance with the Town municipal code and in compliance with any sign guidelines adopted by the Executive Board. Approval shall be given only if such signs are of attractive design and are as small in size as is reasonably possible. Signs shall be placed or located as directed and approved by the Architectural Review Committee and the Town zoning administrator.(7.4L)*

**13. Lighting, Noise and Odors** *All exterior lighting shall be designed and directed as approved by the Architectural Review Committee and in compliance with the Town municipal code. No light shall be emitted from any Unit which is unreasonably bright or causes unreasonable glare. All exterior lights shall be shielded to reduce to the extent practicable visibility of such exterior lights from adjacent property and shall be directed downward. No mercury vapor lights shall be permitted. No sound shall be emitted from any Unit which is unreasonably loud or annoying. No odor shall be emitted from any Unit which is noxious or unreasonably offensive to others.(7.4M)*

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



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loud noises, stereos, and televisions which can be heard in neighboring homes. Power tools may not be used between 10:00 P. M. and 7:00 A. M.

**14. Refuse** No refuse, including without limitation trash, garbage, lumber, grass clippings, shrub clippings or tree clippings, plant waste, compost, ashes, metals, bulk materials, or scrap materials shall be allowed to accumulate in or around any Unit. Refuse shall be disposed of in containers provided by the Association, except that the Executive Board may require any Owner to arrange for removal of excessive amounts of trash, garbage or other refuse. The burning of refuse shall not be permitted within the Common Interest Community.(7.4N)

**15. Vehicle Maintenance** 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 Common Interest Community except within a fully enclosed Garage. The foregoing restriction shall not be deemed to 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.(7.4O)

**16. Noxious Activities** No noxious, offensive, dangerous or unsafe activity shall be conducted or permitted to exist in or on the Common Interest Community, nor shall anything be done or permitted, either willfully or negligently, which is or may be or become an unreasonable annoyance or nuisance to the other Owners or Owner's Agents. Habitually barking, howling or yelping dogs shall be deemed a nuisance. The use of exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices on or from any Unit may be regulated or prohibited by the design guidelines, rules, regulations, restrictions or policies adopted by the Executive Board. The terms "annoyance" and "nuisance" shall not include any activities of Declarant which are reasonably necessary to the development and construction of, and sales activities on, the Units.(7.4P)

**17. Solid Fuel Burning** All wood burning stoves, fireplaces and other solid fuel burning devices (except barbeque grills) are prohibited within the Common Interest Community. No coal or solid fuels of any kind shall be burned within the Common Interest Community except charcoal in barbeque grills.(7.4Q)

**18. Satellite Dishes** All satellite dishes and devices or facilities to transmit or receive electronic signals, radio or television waves are subject to Rules and guidelines adopted by the Executive Board in conformance with applicable federal law.(7.5R)

**19. Deed Restricted Units** . Certain specified Units within the Project (collectively the "Restricted Units") are deed restricted in accordance with the Pitchfork Occupancy and Deed Restriction, Agreement and Covenant recorded as Reception No. 507107 as modified by the Modification of Pitchfork Occupancy and Resale Deed Restriction, Agreement and Covenant recorded as Reception No. 510376 of the Gunnison County records ("Deed Restriction"). All occupancy and leasing of Restricted Units shall comply with the terms of the Deed Restriction.(7.5)

**20. Leasing** . Subject to the remaining provisions of this Section 7.6, an Owner shall have the right to lease his Unit in its entirety upon such terms and conditions as the Owner may deem advisable; provided, however, that the right to lease any Unit may be restricted in whole or in part so as to comply with any Agency requirements, and (1) a Unit may be leased only for the uses provided herein; (2) any failure of a lessee to comply with the terms of any of the Association Documents shall be a default under the lease enforceable by the Association as a third party beneficiary, whether or not the lease contains such a provision; and (3) all leases shall be subject to rules adopted by the Executive Board; (4) all leases shall be in writing and shall provide that the lease is subject to the terms of the Association Documents and a copy of the Association's rules are provided to the Lessee with the lease; and (5) the lease shall limit the number of occupants to the maximum permitted under Section 7.4.C. herein. The Executive Board shall be entitled, from time to time, to adopt, amend, revise, add to or repeal, rules that define, and differentiate between,

*short term and longer term occupancy arrangements, except that, in no event shall the Executive Board be entitled to adopt a rule that eliminates or prohibits, or has the practical effect of eliminating or prohibiting, leases or occupancy arrangements, whether short term or otherwise. Without limiting the scope of the foregoing sentence, such rules may, at the discretion of the Executive Board, differentiate between short term and longer term leases or occupancy arrangements, in the enforcement of this Declaration and the rules, as well as any fines imposed for violation of the same (for example, the Executive Board may adopt a rule that imposes a larger fine for excessive number of occupants during a short term occupancy arrangement). The Executive Board shall strictly enforce the occupancy limits specified herein, regardless of the type of occupancy arrangement.(7.6)*

A short term lease shall be defined as any lease with a term of two weeks or less. Per the provisions set forth above, the Board has established special enforcement procedures and fines which are set forth in Paragraph 37 below. The purpose of the special enforcement procedures is to minimize the potential impact on neighbors from short term tenants who do not abide by the limitations on occupancy, noise and nuisance, or other rules set forth in the Declarations and these Rules and Regulations.

**21. Neglect by Owner or Owner's Agents** . *If, due to the act or neglect of an Owner or Owner's Agents, loss or damage shall occur or be caused to any person or property other than the Owner's Unit, such Owner and/or Owner's Agent shall be liable and responsible for the payment of same. The amount of such loss or damages and any costs incurred by the Association in connection with the enforcement of the Association's rights shall be subject to all of the Association's rights with respect to the collection and enforcement of assessments as provided in this Declaration.(7.7)*

**22. No Partition, Subdivision or Combination** . *No portion of the Project shall be subject to an action for partition or division and no Units shall be subdivided, resubdivided or combined.(7.8)*

**23. Zoning Restriction** . *No Unit shall be used for any purpose not permitted by the zoning ordinances of the Town of Mt. Crested Butte, this Declaration, or not in compliance with any local, state or federal law, statute or other ordinance, regulation or rule.(7.9)*

**24. Additional Rules** . *In addition to the restrictions on use and occupancy set forth above, the Association shall have and may exercise the right to control Owners' use and occupancy of their respective Units in any reasonable and lawful manner approved by the Executive Board.(7.10)*

**25. Party Walls** . *The walls that are constructed as a common part of adjacent Units and which are located between such Units constitute party walls, as shown on the Plat.*

*Party Wall Maintenance. Except as is otherwise provided herein, the cost of repairs, maintenance and replacement of each party wall shall be the joint expense of the Owners of the Units adjacent to such wall.*

*Party Wall Finished Surface Maintenance. Except as otherwise provided herein, the cost of repairs and maintenance of the drywall and finished surface of the party wall located within a Unit shall be the sole expense of the Owner of that Unit.*

*Damage to Party Wall. If the party wall is damaged or destroyed by the act, fault or negligence of the Owner of a Unit, such owner shall rebuild said wall and shall compensate the other Owner for any damage to the property of the Owner of a Unit adjacent to such wall (including, but not limited to, the drywall and finished surface of the party wall located within the Unit of the other owner).*

*Insurance. To the extent that damages to a party wall are covered by insurance, the insurance proceeds shall be used and applied to repair, restore and replace the party wall. Any deficiency*

*shall be the joint expense of the Owners, without prejudice, however, to the right of any Owner to demand a larger contribution from the other Owner under the provisions of this Declaration or under any rule of law regarding liability for negligent or willful acts or omissions.*

*Owner's Negligence. Notwithstanding any provision of this Declaration to the contrary, an owner who by his negligent or willful act or omission causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.*

*Utilities. Except as otherwise provided herein, an Owner shall have the right to maintain and repair any utility installations located within a party wall and in so doing, shall restore the party wall to its original condition. Notice shall be given to the adjoining Owner prior to undertaking any such action. All such undertakings will be done so as to avoid or minimize damage to the adjoining Owner's property.*

*Common Systems. Notwithstanding any other provision of this Article 2 to the contrary, all utility lines, pipes, wires, conduits, electrical, plumbing, heating/cooling, mechanical and other systems serving more than one Unit shall be maintained, repaired and replaced by the Association, and the expense therefor shall be a Common Expense.(2.1)*

**26. Maintenance by Owners** . *Except as otherwise provided herein, each Owner shall maintain, repair, and replace, as necessary, all portions of such Owner's Unit, as well as Limited Common Elements appurtenant to such Owner's Unit. Each Owner shall maintain and keep in good repair the interior of his Unit, including the fixtures thereof to the extent repair or maintenance shall be necessary in order to avoid damaging other Units, Owners and Common Elements. All utility lines, pipes, wires, conduits, systems, fixtures and equipment serving only a single Unit, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of such Unit, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will affect the Common Elements, or impair the structural soundness or integrity of the Common Elements. An Owner shall do no act nor any work that will impair any easement or hereditament or do any act or allow any condition to exist that will adversely affect any other Unit or its Owner.(2.2)*

**27. Owner's Failure to Maintain or Repair** . *In the event that a Unit (including the allocated Limited Common Elements) is not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Unit lies with the Owner of the Unit, or in the event that a Unit is damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Unit for which the Owner is responsible to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board (after a determination by the Executive Board that the condition of such Unit negatively impacts other Owners or the value of other Units within the Project) shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit to a condition of good order and repair, except that no advance notice or approval shall be required in the event of an emergency. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 4 of this Declaration.(2.3)*

**28. Limited Common Element Damage** . *In the event of damage or destruction of a Limited Common Element from any cause other than the negligence or tortious acts of an Owner or Owner's Agent, the then Owners of the Units to which the Limited Common Element is appurtenant shall bear equally the expense to repair or rebuild the Limited Common Element to its previous condition. The Owner shall bear the cost of such damage to the extent of such Owner's or Owner's Agent's negligence or tortious acts.(2.6)*



**29. Emergency Access** . *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 and the Expansion Property, including all Units and all Common Elements in the proper performance of their duties. All Owners shall permit a right of entry to the Executive Board, or any other person authorized by the Executive Board, whether the Owner is present or not, for access through each Unit, from time to time, as may be necessary for the routine maintenance, repair, or replacement for any of the Common Elements located adjacent thereto or accessible therefrom or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit. In order to facilitate the aforesaid maintenance, repair and replacement, all Owners shall provide the authorized management company a key to their respective Unit.*

*For routine maintenance and non-emergency repairs, entry shall be made only on a regular business day during regular business hours, after service of at least one day's notice in writing to the Owner. In case of emergency, entry may be made at any time provided that a reasonable effort according to the circumstances is made to give notice of entry. The Executive Board or its agent is granted the authority to use such reasonable force as is necessary to gain entry into the Unit in the event of an emergency, if no other means of entry are available in view of the circumstances. So long as the Owner has provided the authorized management company a key as set forth above, the Association shall bear the full responsibility and expense of all damages incurred to the Unit and/or Common Elements because of such forcible entry. All damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the improvements, at the instance of the Association, shall be paid for as part of the Annual Assessment by all of the Owners. No Owner shall be entitled to diminution or abatement for inconveniences or discomfort arising from the making of repairs or improvements or from action taken to comply with any law, ordinance or order of any governmental authority. Restoration of the damaged improvements shall be substantially the same as the condition in which they existed prior to damage.*

*Notwithstanding the foregoing, if any such damage is the result of the failure of an Owner to provide the authorized management company with a key to their respective Unit and/or the carelessness or negligence of any Owner, then such Owner shall be solely responsible for the costs of such repairing such damage. In the event the Owner fails within a reasonable time upon proper notice to pay the cost of the damages incurred, the Board may pay for said damages and charge the Owner responsible as a Default Assessment.(8.6)*

**30. Specific Easement** . *The Plats of any portion of the Property and the Expansion Property may create nonexclusive easements for ingress, egress, designated assigned parking, unassigned parking, and utilities for the benefit of Owners of Units within such property, or property adjacent thereto.*

*No parking of vehicles shall be allowed on the common driveway or parking/driveway area of the designated easements so as to impede access thereto or to any Unit or parking area in the easement area.*

*Snowplowing and maintenance expenses relating to the easements shall be Common Expenses, except that any such expense that benefits property not within the Association shall be equitably allocated by the Executive Board to such other property.*

*No motor vehicles shall be parked in unassigned parking spaces for more than 48 hours in any 7 day period.(8.7)*

**31. Mechanic's Liens**

*No Liability* . *If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit, nor the Association, 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 Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit.*

*Indemnification . If, because of any act or omission of any Owner, any mechanics or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.(9)*

**32. 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.

**33. Storage Spaces** - No gasoline, gasohol, distillate, diesel, kerosene, naphtha, or other volatile, combustible, or explosive materials shall be stored in any storage space.

**34. Electronic Apparatuses** - 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.

**35. Waiver of Summary Abatement** . - The Declarant and the Association waives the right to use summary abatement or similar means to enforce the restrictions herein contained. Judicial proceedings must be instituted before any items of construction can be altered or demolished.

**36. 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.

**37. 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 Paragraph 3.14 of the Declaration of the Association. 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 fifteen (15) days. Late payments will be subject to an interest rate of 18% per annum. 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.

First Offense: A warning letter will be sent to unit owner (and tenant).

Second Offense\*: A \$25 fine may be assessed against the unit owner.

Third Offense\*: A \$50 fine may be assessed against the unit owner.

Fourth and Subsequent Offenses\*: A \$100 fine may be assessed against the unit owner.

\*Must occur within one year of the report date of the previous violation of the same regulation.

The Board of Directors has also established a special schedule of fines which will be apply only to owners leasing their units on a short term basis as defined in Paragraph 20 above.

Owners whose short term tenants violate the occupancy limits set forth in Section 7.4 of the Declarations and Paragraph 2 above shall be fined \$200 for each day such violations exists.

Owners whose short term tenants violate the noise and nuisance rules set forth in Sections 7.4M and 7.4P of the Declarations and Paragraphs 13 and 16 above shall be fined \$50 for each day such violations occur.

All other violations of these Rules and Regulations by short term tenants shall result in the fines set forth in the schedule above being doubled.

**38. Appeal of Warning/Fine** - If an owner/tenant wishes to file an appeal, they must do so in writing within 10 days of the issue date of the warning notice or fine notification. They must also appear before the board at its next appeals meeting and present their appeal. If another owner/tenant is involved (i.e. filed the complaint), the Board will notify him/her of the appeal meeting, which he/she may also attend. All decisions of the Board of Directors are final.

**39. 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.

**Pitchfork Townhomes Association, Inc.  
Notice of Infraction Report**

Issue Date: \_\_\_\_\_

To: \_\_\_\_\_ (resident)

\_\_\_\_\_ (unit)

CC: \_\_\_\_\_ (owner, if different than resident)

\_\_\_\_\_ (address)

From: \_\_\_\_\_ Property Manager, Pitchfork Townhomes HOA

Infraction: \_\_\_\_\_ (subject & document source)

Notice is hereby given that the Pitchfork Townhomes Association (hereafter "the Association") has received a report that the above named person(s) has/have violated the following provision of the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations:

If an above named person believes that the alleged infraction did not occur, or if he/she would like to present other information related to the infraction, he/she may request a hearing. If an above named person wishes to request a hearing, he/she must make that request to the Association President within 10 days of the "issue date" of this notice. To make this request, call the managing agent at 444-7575.

The Association Board of Directors (hereafter referred to as "the Board") will schedule an appeals hearing upon request. Persons attending the hearing may produce any statement, evidence and witness on their behalf and relevant to the alleged infraction. If another owner/tenant is involved (i.e. filed the complaint), the Board will notify him/her of the hearing. If an above named person requesting the hearing misses their hearing, the penalty for the infraction will be enforced. If a tenant/owner filing a complaint does not attend the hearing, the penalty will be dropped.

If no hearing is requested, or if the Board at the hearing decides that the infraction has indeed occurred, the Association may proceed to protect its rights as its rights are specified under Colorado law and in the legal documents governing the property, including the recorded Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, the Rules and Regulations of the Association, and any other documents or covenants in relation to the property, or as such rights may exist by law. All decisions of the Board of Directors are final.

In this case, the penalty for the above infraction would be a fine in accordance with section 39 of the Association Rules and Regulations. If no hearing is requested, this penalty will be assessed.

**Pitchfork Townhomes Association, Inc.  
Findings of Hearing**

The Pitchfork Townhomes Association Board of Directors (hereafter "the Board) upon hearing the case of \_\_\_\_\_ who was notified in a report issued \_\_\_\_\_ concerning Owner's role in an infraction of \_\_\_\_\_ (document), finds on the \_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_, that an infraction has \_\_\_\_\_ occurred.

The Board has come to this decision given the following information, which was discussed during the hearing:

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- ☐ Given this decision, the Board drops all charges of the infraction against the above person.
- ☐ Given this decision, the Board claims damages on behalf of the Association and imposes a penalty of \_\_\_\_\_ in accordance with section \_\_\_\_ of the Association Rules and Regulations. This penalty (if monetary) will be assessed and included in your next Association fee notice.

\_\_\_\_\_  
Pitchfork Townhomes Association, Inc.

\_\_\_\_\_  
Date