

Rules and Regulations of Pitchfork Association, Inc.

June, 2002

The following Rules and Regulations were adopted by the Board of Directors of the Pitchfork Association, Inc. as specifically authorized in Paragraphs 2.38, 3.4C, 3.5A, 3.13, and 4.1 of the Declarations and may be added to, amended, or repealed at any time by the Board.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.

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. Use of Lots and Units - *All of the Lots and 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 use restrictions, Design Guidelines and Rules as the Executive Board deems to be reasonable and necessary to carry out the intent of this Declaration. 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. 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.*

A. *Lots shall be improved as described on attached Exhibit B and, except as otherwise provided on Exhibit B, used exclusively for residential purposes. No commercial or business enterprise of any nature shall be allowed within the Common Interest Community, except:*

- i. *As set forth on attached Exhibit B; and*
- ii. *One Home Occupation is permitted per Dwelling Unit, subject to the following restrictions: any noise or activity related to such Home Occupation shall not interfere with the quiet and dignity of the neighborhood and no persons other than the primary dwelling occupants and one employee shall be employed in such Home Occupation; the existence or operation of the Home Occupation is not apparent or detectable by sight, sound, or smell from the exterior of the Dwelling Unit, and does not increase traffic; the Home Occupation conforms to all zoning requirements for the property; the Home Occupation does not increase the insurance obligation or premium of the Association; and the Home*

Occupation is consistent with the residential character of the Common Interest Community and does not constitute a nuisance or hazardous or offensive use, determined in the sole discretion of the Executive Board.

B. No time share estates, time span estates or other interval estates shall be allowed within the Common Interest Community.(4.1)

2. Limits on Unrelated Inhabitants - No Single Family Residence or 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 Dwelling 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.(4.2)

3. Subdivision or Partition of Lots . Except pursuant to the exercise of Development Rights provided herein, no Lot or Unit may be partitioned, separated or subdivided from any other part thereof. (4.3)

4. Approval by Design Review Board and Town . No Improvement shall be constructed on any Lot nor shall any Improvement be altered or demolished except as approved by the Design Review Board and the Town. All Improvements shall comply with the terms, conditions, definitions and objectives as set forth in the Design Guidelines.(4.4)

5. 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 issued by the Executive Board, which may supplement and be more restrictive, but not supersede or be less restrictive than, the provisions of this Section 4.5.

A. No Owner or Permitted User 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.

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

C. 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.

D. Animals may not be kept for any commercial purposes.

E. The Owner of any animal and the Owner of any Lot or 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.

F. *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.*

G. *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.*

H. *Nothing in this Section 4.5 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."(4.5)*

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.

Household pets shall not be allowed to run at large within the Community, but shall at all times be under the control of such pet's Owner and such pets shall not be allowed to litter the Common Elements.

6. 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. No Persons shall park any vehicles on Outlot A, designated on the Plat, except Owners and Permitted Users of Lots 7, 8, 9 and 10.(4.6)*

Owners or residents are prohibited from parking in an assigned parking space other than that which is assigned to such owner or resident. An illegally parked vehicle is subject to towing and impounding in accordance with Crested Butte ordinances. Such action may be initiated by any unit owner or tenant without prior notice. Parking is expressly prohibited on any grass or landscaped area.

Each owner shall maintain Owner's assigned parking space in a clean, safe, and attractive condition and shall keep the same free from litter and debris. No gasoline, gasohol, distillate, diesel, kerosene, naphtha, or similar volatile combustible or explosive materials shall be stored in any parking area except in the fuel tanks of vehicles parked therein and used for transportation purposes.

7. Prohibited Vehicles and Conveances . *The following are absolutely prohibited from within the Common Interest Community and shall not be parked or stored on any street or Lot or in a Garage:*

- A. *Motor homes, recreational vehicles, and campers except a camper mounted on a pickup;*
- B. *All terrain vehicles (ATVs);*
- C. *Trailers of any kind;*
- D. *Snowmobiles;*
- E. *Boats, except kayaks and inflatable rafts, which shall be stored inside or outside in the rear of the Lot if such storage is neat and not visible from any street.*
- F. *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.(4.7)*

8. Hazardous Activities . *No activities shall be conducted on any Lot or within a Unit and no Improvements shall be constructed on any Lot 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 contained pit or other barbecue unit while attended and in use for cooking purposes.(4.8)*

9. Occupancy . *No portion of any Lot or Unit shall be used for sleeping purposes other than bedrooms in a Dwelling Unit for which a certificate of occupancy has been issued. No portion of a basement shall be used for sleeping purposes.(4.9)*

10. Signs . *No signs, window display or advertising of any nature visible from outside a Lot or Unit shall be erected or maintained on any Lot or Unit except as necessary to identify the name, ownership or use of the particular Lot or 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 Lot or 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 Design Review Board 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 Design Review Board and the Town zoning administrator.(4.10)*

11. Light, Sounds and Odors .

A. *All exterior lighting shall be designed and directed as approved by the Design Review Board and in compliance with the Town municipal code. No light shall be emitted from any Lot or 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.*

B. *No sound shall be emitted on any Lot or from any Unit which is unreasonably loud or annoying.*

C. *No odor shall be emitted on any Lot or from any Unit which is noxious or unreasonably offensive to others.* (4.11)

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 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.

12. Refuse .

A. *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 on any Lot. Each Owner of a Lot on which a Single Family Residence is constructed shall provide suitable covered, noiseless, animal-proof receptacles for the collection of such refuse in preparation for regularly scheduled periodic pickup. Refuse shall be stored for such pickup in such containers which shall, in turn, be enclosed in a structure approved by the Design Review Board so as to be screened from public view and protected from disturbance. Except on Perimeter Lots, such containers may also be stored neatly in the rear of a Lot if such containers are not visible from any street. No refuse may be thrown or dumped on any part of the Common Interest Community. The Association may arrange for regular trash removal as a Common Expense, and in such event each Owner shall use the services of such provider, except that the Executive Board may require any Owner to arrange for removal of excessive amounts of trash, garbage or other refuse.*

B. *The burning of refuse shall not be permitted within the Common Interest Community.* .(4.12)

13. Continuity of Construction . *All construction, alteration and demolition of Improvements approved by the Design Review Board or the Town, as the case may be, shall be completed within twelve months of commencement, unless extended by the Design Review Board and the Town for good and sufficient cause. The foregoing sentence shall not apply to construction, alteration or demolition of Improvements by the Declarant.* (4.13)

14. Mobile Homes . *No mobile home or temporary structure shall be permitted within the Common Interest Community, except on a temporary basis for use by Declarant as a construction office.*(4.14)

15. Fences .

A. *The westerly boundary lines of Lots 12 through 26 are fenced to keep out livestock with a fence that is approximately 5 feet west of the Property line of the Common Interest Community. Declarant waives any claim Declarant has or might have for any interest in the land between the Property line of the Common Interest Community and the existing fence under adverse possession or any other doctrine. Owners of Lots 12 through 26 (as such lot boundaries may be amended) shall have the right, subject to review and approval by the Design Review Board, to erect and maintain fences on their westerly property lines. No other Lots shall be fenced, except that (i) fences approved by the Design Review Board shall be permitted in rear yards in accordance with the Design Guidelines, and (ii) Lot 36 of the Common Interest Community may be fenced to comply with federal, state or local laws, rules, regulations governing operation of daycare facilities.*

B. *The Association shall be responsible for maintenance, repair or replacement of the fence between Common Interest Community and adjacent agricultural land as necessary to keep livestock out of the Common Interest Community in accordance with Colorado law regarding fences.*

C. All other fences shall be maintained, repaired or replaced by the Owners thereof in a manner consistent with the Design Guidelines.(4.15)

16. Foundations . No Building shall be approved or constructed within the Common Interest Community unless the foundation for such Building has been designed by a Colorado licensed engineer or architect who has affixed his seal to the foundation plans which shall be based on a site-specific geotechnical study.(4.16)

17. Utilities . All utilities shall be installed underground.(4.17)

18 - Clotheslines. All outdoor clotheslines shall be shielded from view and are subject to prior approval by the Design Review Board.(4.18)

19. Motor Vehicle Repair. 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.(4.19)

20. Camping . No camping shall be allowed within the Common Interest Community.(4.20)

21 - Nuisance . 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 Permitted Users. 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 any Lot or Unit may be regulated or prohibited by the Design Guidelines and Rules. 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 Lots or Units.(4.21)

22. Outside Storage .

A. Nothing shall be stored on any part of the Common Interest Community without prior written consent of the Design Review Board, unless it is not visible from any other location in the Common Interest Community, or in accordance with the Design Guidelines or Rules. Notwithstanding the foregoing, no outside storage shall be allowed on any Perimeter Lot. Outside storage in the front of a Lot is prohibited, except in conformance with the Design Guidelines or Rules. Storage on Outlots A and B shall be subject to the Design Guidelines or Rules.

B. Except on Perimeter Lots on which outside storage is prohibited, outside storage in the rear of a Lot on which a Single Family Residence is constructed is allowed if such storage is neat and is not visible from any street, and in conformance with the Design Guidelines or Rules.

C. No trash containers or recycling bins shall be stored on the front porch or front yard of any Lot or in the rear yard of any Perimeter Lot.(4.22)

23. Solid Fuel Burning Devices . 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(4.23)

24. Snow Storage Easements .

- A. All Lots shall be subject to and encumbered by snow storage easements as depicted on the Plat. All Lots shall be subject to and encumbered by snow storage easements for snow which slides off or falls from neighboring roofs.
- B. All Lots contiguous to the fifteen foot (15') snow storage areas shown on the Plat shall be subject to an additional five foot (5') snow storage easement.
- C. All Lots which are contiguous to the eight foot (8') public parking shown on the Plat shall be subject to a ten foot (10') wide snow storage easement, as shown on the Plat. The Association shall maintain all of such eight foot (8') wide public parking easements.
- D. In the event that normal snow plowing by the Town damages improvements on a Lot, the Town shall not be responsible for such damage if the Town did not deposit snow on the Lot beyond the snow storage easement. As used herein, "normal snow plowing" means plowing of snow by a plow moving along a street parallel to vehicular travel but shall not include plowing of snow or pushing back snow banks by a plow moving in any direction other than along a street parallel to vehicular travel.
- E. In the event that the Town hauls snow removed from rights of way within the Common Interest Community to an off-site location, the Association shall reimburse to the Town 50% of all reasonable expenses incurred to load, haul and dispose of such snow off-site.
- F. No snow from private driveways shall be deposited into the public rights of way.(4.24)

25. Drainage Easements . The Lots within the Common Interest Community are subject to and encumbered by drainage easements as depicted on the Plat, and by drainage swales constructed in accordance with plans approved by the Town.

A. No drainage easements or swales shall be modified without first obtaining the written approval of the Town and the Design Review Board. No such modifications shall cause additional drainage over an adjacent Lot, nor shall the natural drainage of any Lot be modified more than the minimum necessary as approved by the Design Review Board. Drainage swales and drainage easements for underground storm drainage facilities shall not be obstructed. Trees and bushes shall not be planted in swales or over storm drain pipes. No permanent Improvements shall be installed in drainage easements or swales without first obtaining the written approval of the Town and the Design Review Board.

B. Underground storm drain pipes within the Town's right of way and in easements between Lots 18 and 19, Lots 29 and 30, and exiting the Common Interest Community through easements on Lot #12 will be maintained by the Town at the Town's expense. Lot Owners shall not block access to these facilities with trees, bushes, fences, sheds, or other surface features or Improvements.(4.26)

26. Landscaping and Yard Maintenance .

A. Owners of Lots on which Single Family Residences are constructed must complete all landscaping within 45 days after issuance of approval of landscape improvements by the Design Review Board, and in any event, no later than 90 days after issuance of a temporary or permanent Certificate of Occupancy, except that, if a certificate of occupancy is issued between September 15 and May 15, landscaping need not be completed until August 15.

B. Owners of Lots on which Single Family Residences are constructed shall be responsible for maintenance of yards, which shall be kept in a neat and tidy condition at all times, with landscaping watered and lawns neatly cut. The Association, after notice to a defaulting Owner and an opportunity to be heard,

shall have authority to complete landscaping and/or perform yard maintenance and charge the defaulting Owner for all reasonable costs incurred, including reasonable administrative and legal costs.

C. All unreimbursed landscaping and yard maintenance costs shall be a lien upon the Lot until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid assessment as set forth in Article 6 of this Declaration.(4.27)

27. Mandatory Sprinklers . Automatic sprinkler systems to irrigate all front and side yard lawn and landscaping areas are required on all Lots on which Single Family Residences are constructed. Owners shall maintain and repair such sprinklers in operating condition and utilize such sprinklers as often as necessary to maintain all front and side yard lawn and landscaped areas in a healthy, attractive condition.(4.28)

28. 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.(4.29)

29. Leasing . Subject to the remaining provisions of this Section 4.30, an Owner shall have the right to lease his Dwelling Unit in its entirety upon such terms and conditions as the Owner may deem advisable; provided, however, that the right to lease any Dwelling Unit may be restricted in whole or in part so as to comply with any Agency requirements, and (1) a Dwelling 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 4.2 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.(4.30)

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 39 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.

30. Maintenance by Owners . In addition to the maintenance requirements set forth elsewhere in this Declaration, each Owner of a Lot on which a Single Family Residence is constructed shall maintain, repair, and replace, as necessary, such Owner's Lot and the Improvements located thereon. 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 or impair any easement.(5.1)

31. Owner's Failure to Maintain or Repair . In the event that a Lot or 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 Lot or the Unit lies with the Owner of the Lot or the Unit, or in the event that the Lot or 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 Lot or 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 Lot or Unit negatively impacts other Owners or the value of other Lots or Units within the Common Interest Community) shall have the right to enter upon the Lot or Unit to perform such work as is reasonably required to restore the Lot or Unit to a condition of good order and repair, except that no advance 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 Lot or Unit, upon demand. All unreimbursed costs shall be a lien upon the Lot or 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 7 of this Declaration. (5.3)

32. Right of Access . *Any person authorized by the Executive Board shall have the right of access to all portions of any Lot or Unit for the purpose of performing emergency repairs or to do other work reasonably necessary for the proper maintenance of the Common Interest Community, for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing and replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any entry is at a time reasonably convenient to the affected Owner. In case of an emergency, no request or notice is required and the right of entry shall be immediate, and with as much force as is reasonably necessary to gain entrance, whether or not the Owner is present at the time.(5.4)*

33. Neglect by Owner or Permitted Users . *If, due to the act or neglect of an Owner or Permitted Users, loss or damage shall occur or be caused to any person or property other than the Owner's Lot or Unit, such Owner and Permitted User shall be jointly and severally 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.(5.5)*

34. 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.

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

36. 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.

37. 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.

38. 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.

39. 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 29 above.

Owners whose short term tenants violate the occupancy limits set forth in Section 4.2 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 4.11 and 4.21 of the Declarations and Paragraphs 11 and 21 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.

40. 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.

41. 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 Association, Inc.
Notice of Infraction Report

Issue Date: _____

To: _____ (resident)

_____ (unit)

CC: _____ (owner, if different than resident)

_____ (address)

From: _____ Property Manager, Pitchfork HOA

Infraction: _____ (subject & document source)

Notice is hereby given that the Pitchfork 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 Association, Inc.
Findings of Hearing

The Pitchfork 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:

- 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 HOA fee notice.

Pitchfork Association, Inc. Date