

RIVERFRONT TOWNHOMES ASSOCIATION RULES AND REGULATIONS

The following rules and regulations of Riverfront Townhomes Association ("Rules and Regulations") apply to all Owners and their families, lessees, employees, agents, invitees and guests with respect to the use of the Units and any other portion of the Project. Capitalized terms not specifically defined in these Rules and Regulations shall have the same meaning as given to such terms in the Declaration of Covenants, Conditions, Restrictions and Easements for Riverfront Townhomes (the "Declaration").

Ownership and Occupancy

1. The Riverfront Townhomes Association ("Association") assumes no liability for any loss or damage to articles of personal property stored in any Common Area or other storage areas.
2. Any damage to the Common Area or Exterior Maintenance Area caused by an Owner, or by any member of an Owner's family, or by an Owner's guests, invitees, or tenants, shall be repaired by the Association at the expense of such Owner pursuant to Section 6.3 of the Declaration. The Owner shall also be responsible to immediately pay any charges resulting therefrom, together with any legal fees and costs.
3. Pursuant to the Association's Policy for Collection of Unpaid Assessments and Other Charges and as more particularly set forth therein, unpaid assessments and other charges will attract further penalties including interest, late fees and returned check charges, all of which unpaid amounts constitute a lien on the Owner's Unit(s).
4. Residential Use Only. All Residential Units shall be used and occupied solely for residential purposes and such other purposes as are incidental to residential use and occupancy. No Residential Unit shall be used at any time for any commercial activity except for home offices that do not create foot traffic or impact parking.
5. A copy of any lease or rental agreement shall be given to Association's Manager. Any lease or rental agreement must provide that it is subject to the Association Declaration, Articles of Incorporation, Bylaws, Declaration, and these Rules and Regulations (collectively, the "Governing Documents"). It is the responsibility of the Owner/lessor to ensure that tenants/lessees are informed of and comply with these documents.

Exterior Appearance

6. The exterior of the Residences and all other areas appurtenant to a Residence, including any balconies, decks and patios, shall not be painted, decorated or modified by any Owner, family member, guest, tenant, employee, invitee, licensee, agent or other authorized representative of an Owner in any manner without prior written consent of the Executive Board of the Association in accordance with Section 16.3.1 of the Declaration. Such consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
7. To provide a cohesive, exterior appearance among the Residences, all window coverings or treatments must consist of off white-backed drapery or shades. Tinting is not permitted on windows or glass doors.
8. A Residential Unit shall not have items protruding, attached to, or hung from the exterior of a

Residential Unit including, without limitation, awnings, clotheslines, radio or television antennas, radio speakers or satellite dishes unless expressly approved in advance by the Executive Board. An application to install any such protrusion or device can be obtained from the managing agent for the Association pursuant to the design review guidelines herein and the Governing Documents. Any approved protrusion or device shall be removed by the Owner upon the same no longer functioning or the sale of the Residential Unit. The main criteria for approval include:

- (i) Satellite dishes must be screened from the view of adjacent properties and from any roads or rights of way. Screening may also utilize a portion of an existing building; however, a fence for the sole purpose of screening may not be used.
- (ii) Satellite dishes may be wire mesh or solid, but must be a solid color without logos attached. Earth tones or those colors matching the exterior of the Residence are acceptable. One satellite dish per Residence will be allowed given that it is able to satisfy all of the criteria established.
- (iii) The satellite dish shall be located with due consideration for safety.
- (iv) The maximum diameter of a satellite dish shall be one meter in diameter or less.

9. No awnings, window guards, light reflective materials, shutters, ventilators, fans or devices or other machinery or equipment shall be placed in such a location so as to be visible from the exterior of any Residence, except as shall have been previously approved in writing by the Executive Board of the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

10. No bicycles, skis, barbeques other than gas grills, toys or other personal articles shall be allowed to be stored in or on any balcony, deck, patio or any part of the Common Area, except in the areas designated by the Association and unless the Association requests that such items be moved or removed. All such areas shall be kept in a neat and tidy condition at all times. Outdoor tables and chairs shall be permitted on the balconies and patios and appropriate chairs and benches shall be permitted in the exterior areas.

11. No motorcycle, motorbike, snowmobile, golf cart or other recreational equipment or vehicles shall be maintained, parked or operated on or within the Property or upon the Common Area, other than within an enclosed garage of a Residence. This restriction shall not apply to regular bicycles. Vehicles can park in the driveway

12. Except as otherwise provided for in the Declaration or by the Colorado Common Interest Ownership Act, C.R.S. § 38-33.3-106.5, no sign, notice or advertisement shall be inscribed into or displayed upon any portion of the Property or any Residence therein, except such as shall have been previously approved in writing by the Association.

Utilities

13. The Residential Units must be heated as necessary to maintain a minimum temperature of 55 degrees Fahrenheit from October 1 through May 30 every year.

14. All rubbish, garbage, and debris will be regularly removed from and will not be allowed to accumulate. Townhome residences shall set up individual trash and recycling removal services with the Riverfront Townhome Association approved service provider. All trash, garbage and other debris will be disposed of in accordance with the normal practices and procedures of and in places designated by the Association or Master Association, as may change from time to time.

15. Owners shall purchase and maintain an owner's policy covering their personal property, household goods and unit improvements/betterments including but not limited to all portions of the Owner's Unit and Party Walls. The owner shall also purchase and maintain general liability insurance against claims arising in

the ownership in the amount deemed sufficient by the owner and will be at least \$1,000,000 in coverage in accordance with section 9.12 of the Declaration.

Recreation Services Easement

16. The Owner(s) of each Residential Unit is entitled access to Ski Storage/Valet service when in residence only.

17. The Owner of a residence is entitled to enjoy full privileges at the Riverfront Club. Please refer to the Riverfront Club Rules and Regulations.

Health, Safety and Quiet Enjoyment

18. No Owner shall make or permit any noises that may disturb or annoy the occupants of any other Residence, or do or permit to be done anything which may interfere with the rights, comfort or convenience of the other Owners or their guests.

19. Smoking is absolutely prohibited in or on all areas comprising the Project other than within a Residential Unit and is prohibited on patios and decks and all Common Areas and the Exterior Maintenance Area. Smoking shall be deemed to include the use of smoke-producing or vapor-producing products such as, but not limited to, cigarettes, cigars, pipes, marijuana, hookah and electronic smoking devices (e.g. vaping).

20. The Association, or the property manager on the Association's behalf, shall maintain a current passkey or code to each Residence. No Owner shall alter any lock or install a new lock on any door of the Residence without providing a new key/code to the Association or property manager.

21. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purposes permitted under the terms of the Declaration, Bylaws of the Association or Management Agreement. Except in case of an emergency, entry will be made by prearrangement with the Owner.

Access, Vehicles, and Parking

22. All owners must complete the Key Access Agreement and return to the homeowner association manager. This agreement requires entry keys for each unit to be kept by homeowner association manager in case of emergency and defines the process for registering rental guests and key distribution.

23. No vehicle belonging to any Owner shall be parked in such a manner as to impede or prevent ready access to or egress from another Residence or Owner's parking space. All traffic flow markings and signs regulating traffic shall be strictly observed.

24. Walkways, entrances, sidewalks, parking spaces, driveways and roads shall not be obstructed or used for any purpose other than ingress to and egress from Residences within the Project.

25. Each unit will have a garage with one designated spot in front of the garage. Parking is not permitted on the drive or on Riverfront Lane.

Animals

26. No Owner may keep or maintain within a Residence more than two commonly accepted household

pets such as domesticated dogs, cats, caged birds, and aquarium fish (each a “Pet”) unless approved by BOD

27. Owners with pets are required to sign and adhere to the Rules and Regulations for Pets in the Riverfront Village policy.

28. No Pet shall be left unattended outside the Residence or allowed to roam free on the Common Area. When outside the Residence, Pets shall be accompanied by the Owner and in the Owner’s control at all times. All Pet waste must be immediately cleaned up and properly disposed of. No Pet will be allowed to engage in any conduct that may unreasonably disturb or annoy the occupants of any other Residence. Permission to keep a Pet in any Residence is revocable by the Association if the Pet becomes noisy, menacing, obnoxious to other Owners or their guests, interferes with the quiet enjoyment of any other Owner or causes the Common Area to become damaged or dirtied.

29. The Executive Board may take such action or actions as it deems reasonably necessary to correct any violation of these Rules and Regulations regarding Pets, including, after notice and the opportunity for a hearing as provided in the Association’s Policy for Enforcement of Covenants and Rules, directing permanent removal of the animal(s) from the Community and/or the imposition of fines during any period of violation.

Enforcement, Interpretation and Amendment

30. Owners shall be responsible for informing tenants, guests, invitees and contractors of these Rules and Regulations.

31. Situations and matters not addressed by these Rules and Regulations shall be resolved by the Executive Board in its sole and reasonable discretion.

32. The foregoing Rules and Regulations are subject to amendment from time to time at the discretion of the Executive Board of the Association.

33. The Governing Documents are to be read and interpreted as a whole. In the event of a conflict between or among any of the Governing Documents, the following shall govern in terms of highest to lowest priority:

- (i) Declaration and Maps;
- (ii) Articles of Incorporation;
- (iii) Bylaws;
- (iv) Responsible Governance Policies
- (v) Rules and Regulations.

THE FOREGOING RULES AND REGULATIONS have been UNANIMOUSLY APPROVED by the Executive Board of the Riverfront Townhomes Association this ____ day of _____, 2019.

Christina Wright

Jim Telling

Laura Campbell

