

**RULES AND REGULATIONS
FOR THE
WOODRUN FIVE TOWNHOUSE CONDOMINIUMS**

These Rules and Regulations for the Woodrun Five Townhouse Condominiums (the "**Rules**"), are promulgated and effective as of December 29, 2009 (the "**Effective Date**"). The following Rules are enacted by the Board of Managers of the Woodrun Five Townhouse Corporation, a Colorado non-profit corporation, pursuant to the Section 4.3(m) of the By-Laws and Section 5.3 of the Declaration. These Rules shall remain in effect unless otherwise amended or repealed by the Board, and shall apply to and be binding upon all Owners and their respective licensees, invitees, lessees, renters, and guests.

RULES AND REGULATIONS

1. **Definitions.** As used in these Rules the following terms shall have the meanings set forth below:

- 1.1 **Articles:** The capitalized term "**Articles**" when used herein shall mean, collectively, the Articles of Incorporation for the Woodrun Five Townhouse Corporation filed with the Colorado Secretary of State on December 4, 1980, as may be amended from time to time.
- 1.2 **Association:** The capitalized term "**Association**" when used herein shall mean the Woodrun Five Townhouse Corporation, a Colorado non-profit corporation, and its authorized agents, contractors, or employees,
- 1.3 **Board:** The capitalized term "**Board**" when used herein shall refer to the Board of Managers of the Woodrun Five Townhouse Corporation.
- 1.4 **Bylaws:** The capitalized term "**Bylaws**" when used herein shall mean collectively the Bylaws for the Woodrun Five Townhouse Corporation adopted December 8, 1980, as may be amended from time to time.
- 1.5 **Crawl Space Areas:** The capitalized term "**Crawl Space Areas**" when used herein shall mean those areas conveyed and quitclaimed to the Owners of Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 15, 16, 17, 18, 19, 20, 21, 29, 30, 31, 32, 33, 34, 36 and 38 in accordance with Section 3 of the Amendment to Condominium Declaration for the Woodrun Five Townhouse Condominiums Snowmass Village, Colorado, recorded in the real estate records of Pitkin County in Book 683 at Page 347, and as depicted on the First Amendment to the Woodrun Five Townhouse Condominium Map (which includes five map sheets (for Phase I, Supplemental, Supplemental Phase I, and Phases IIA, IIC, and IIIA), recorded in the real estate records of Pitkin County in Plat Book 33 Pages 71-75.
- 1.6 **Declaration:** The capitalized term "**Declaration**" when used herein shall mean the Condominium Declaration for the Woodrun Five Townhouse Condominiums

Snowmass Village, Colorado, recorded in the real estate records of Pitkin County, Colorado in Book 401 at Page 630, as amended.

1.7 Original Bedroom: The capitalized term "Original Bedroom", excludes all Crawl Space Areas and means a bedroom that existed at time a Unit first received certificate of occupancy or equivalent.

1.8 Property Documents: The capitalized term "Property Documents" when used herein collectively means: the (1) the Declaration, (2) the Articles, and (3) Bylaws. In the event of any conflict or inconsistency between the Property Documents and the Rules, the Property Documents shall govern and control.

1.9 Owner: The capitalized term "Owner" when used herein, means, collectively, a Unit owner, his families, lessees, renters, invitees and guests.

1.10 Unit: The capitalized term "Unit" means a condominium unit in the Woodrun Five Townhouse Condominiums designated for separate ownership as shown on the recorded map for Woodrun Five Condominiums or from time to time amended.

2. Purpose of Rules. To regulate the use of Crawl Space Areas, which the Declaration (as amended in Book 683 at Page 347 of the Real Estate Records of Pitkin County, Colorado) states, "may not be improved as a ...bedroom" (emphasis added) and that any use thereof must comply with the Property Documents, "and any rules and regulations of the association which may apply to the construction or use" (emphasis added).

3. Use of Crawl Space Areas. The Association deems it necessary for the protection of the common property, the proper management and operation of the Association, and the safety and welfare of the Owners and in accordance with Paragraph 2 above and by authority of the Property Documents, to prohibit (i) any use of the Crawl Space Areas as a sleeping area/bedroom, or (ii) separating the Crawl Space Area from the other areas of the Unit in any manner, way, shape or form such that any Crawl Space Area is being segregated as a separate and distinct area or room. Further, and not by way of limitation, no Owner may place any bed, air or other mattress, convertible sleeper sofa, or other furniture that is intended to be or is primarily and typically utilized for sleeping, in any Crawl Space Area; nor may any Owner create a separate or distinct area or room from any Crawl Space Area by the use, not by way of limitation, of any curtains, free standing partitions, walls, drapes, doors, accordion doors, blinds, pull-downs, glass panels, and the like. This restriction on the use of Crawl Space Area is in addition to any other restrictions in the Property Documents. These restrictions are not intended to prohibit placing furniture whose primary and typical use is not sleep (e.g. non-convertible couches, lounge chairs, etc.) within Crawl Space Areas or otherwise utilizing Crawl Space Areas as a den, living room, etc.

4. Rental Occupancy Limitations. The Association deems it necessary for the protection of the common property, the proper management and operation of the Association, and the safety and welfare of the Owners and in accordance with Paragraph 2 above and by authority of the Property Documents, to restrict the number of lessees or renters that occupy a

Unit to no more than two persons per Original Bedroom plus a total of two additional occupants under the age of twelve. For purposes of example only, a Unit with two Original Bedrooms can be occupied by four people, and two additional children under the age of twelve; a Unit with three Original Bedrooms may be occupied by six people, and two additional children under the age of twelve; a Unit with four Original Bedrooms may be occupied by eight people, and two additional children under the age of twelve. No Owner or agent of any Owner may list a Unit for sale or rent which listing contains an indication or representation that a Unit contains more bedrooms than the number of Original Bedrooms.

5. Enforcement. To ensure compliance with these Rules, all Owners, if they have not already done so, shall provide the Association with a key to their Unit and all interior doors installed with a lockset. All Owners shall provide the Association access to their Unit, including separately lockable areas therein and appurtenant lockers, upon request at a reasonable times for inspection purposes to assure compliance with these Rules. If an Owner is not physically present, the Association may for such inspection purposes enter any Unit, locker and locked areas within a Unit, using these keys. The Association, without limitation to any other right or remedy, may take any self-help remedies that shall not constitute a breach of the peace to enforce these Rules including the removal of furniture from any Crawl Space Area that may be utilized for sleeping purposes. The Association shall, using reasonable care, place any such furniture removed from the Unit in storage and the costs of such removal and storage shall be assessed against the Owner. The Association acting by and through the Board and in accordance with the procedures set forth below shall be entitled to levy and collect from any Owner fines at the rate of \$250.00 per day for: (i) each day the Association is, during reasonable hours, refused access to a Unit, to make inspections to assure compliance with these Rules or (ii) for each day a Crawl Space Area is used in violation of these Rules or (iii) for any failure or refusal by an Owner to deliver a Unit key to the Association within ten (10) days after request is made. A Crawl Space Area shall be deemed used for sleeping purposes and in violation of these Rules if any bed, air or other mattresses, convertible sofa or other furniture that is typically and primarily utilized for sleeping, is placed or kept herein. Any fine not paid within ten (10) days after such fine is assessed shall earn interest at the rate provided in Section 7.3 of the Declaration.

6. Policy Regarding Fines. Before the Association may levy any fine against an Owner, whether for violation of these Rules, or otherwise, the Association shall first provide the Owner written notice, which notice may be given by any reasonable method, including by U.S. mail, to the address on file with the Association, or by a conspicuous posting outside the door of the Unit. The notice shall advise the Owner (i) that the Association intends to levy a fine, (ii) the amount of the fine to be assessed, expressed either as a lump sum or as a per diem accruing charge, and (iii) of the alleged violation. Any Owner receiving this notice may, within 30-days, provide written notice to the Association that the Owner would like to be heard to present facts as to why a fine should not be levied. The Board will then schedule a time and place, no later than 90-days from the date the Owner notifies the Association, for a fact finding process where the Owner may present facts to the Board. No Board member may act as a fact finder, and shall recuse himself or herself, should he or she have any direct personal or financial interest in the outcome of the fact finding process (i.e. receive any greater benefit or detriment than will the general membership of the Association as a result of the outcome of the fact finding process). In the event a majority of the Board members present at the fact finding hearing, at which a quorum is