

**AMMENDED AND RESTATED RULES AND REGULATIONS
FOR
THE PINNACLE AT CITY PARK SOUTH
HOMEOWNERS ASSOCIATION, INC.**

These Amended and Restated Rules and Regulations are adopted by The Pinnacle at City Park South Homeowners Association, Inc. ("Association"), pursuant to the authority set forth in Article 6 of the Declaration of Condominium for The Pinnacle at City Park South recorded in the real property records of the Clerk and Recorder of the City and County of Denver, Colorado ("Declaration").

Recitals

WHEREAS, Article 6 of the Declaration authorizes the board of directors of the Association ("Board") to adopt rules and regulations to govern the affairs of the Association; and

WHEREAS, pursuant to the authority vested in the Board by the Declaration, the Board has promulgated the following rules and regulations for the purpose of protecting and enhancing the rights and interests of the Members of the Association who are Owners of the condominium Units and preserve the property value of The Pinnacle at City Park South ("Project") subject to the Declaration.

NOW, THEREFORE, the Board hereby establishes, makes and adopts the following Rules and Regulations of the Association.

**Article 1
Definitions**

1.1 All words and phrases herein shall have the meaning provided in the Declaration, unless otherwise defined herein.

1.2 The use of the word Owner herein shall also apply to and include any person who is permitted to be on the Project by an Owner including, but not limited to, an Owner's family, guests, invitees, tenants, visitors or independent contractors.

**Article 2
Use Restrictions**

2.1 Use of Units and Common Elements. No Unit or other portion of the Project may be used for any purpose which is unlawful or which fails to comply with rules and regulations that the Board may enact from time to time or which constitutes a nuisance. Subject to the provisions of the Declaration and the Bylaws of the Association, no part of the Units or their associated Limited Common Elements shall be used for any purpose other than housing and the related common purposes for which the Project was designed. Each Unit shall be used as a residence for a single family or such other uses permitted by the Declaration or by these Rules and Regulations, and for no other purpose.

2.2 General Use Restrictions.

a. No Owner or Occupant of a Unit shall operate any machines, appliances, electronic devices, accessories or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or cause any damage to or overloading of any mechanical, electrical, plumbing, or any other system serving the Project. So as not to disturb other Owners, there will be no loud noises or playing of musical instruments, radios, stereos, televisions, etc. in such a manner as to disturb other residents. Appropriate volumes shall be used between the hours of 10:00 p.m. to 8:00 a.m., and at all other times, as determined by the Board.

b. Each Owner shall maintain his/her Unit(s) in good condition and in good order and repair, at the Owner's expense.

c. No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit except as provided in Section 2.2(d) below.

d. The restrictions set forth in Section 2.1 and 2.2(c) shall not, however, be construed in such a manner as to prohibit an Owner of a Unit from: (i) maintaining his/her personal professional library in a Unit; (ii) handling his/her personal business or professional telephone calls or correspondence from a Unit; (iii) maintaining a computer or other office equipment within a Unit; (iv) utilizing administrative help or meeting with business or professional associates, clients, or customers in the Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Section 2.1 or Section 2.2(c). Any accessory business use of a Unit permitted by this Section 2.2(d) must be in compliance with all applicable statutes, ordinances and governmental regulations, must not have any adverse impact on the Association including but not limited to unreasonable use of the Common Elements and insurance concerns, and must be conducted in accordance with the Declaration, Bylaws, and these Rules and Regulations of the Association.

e. No play or loitering in the stairways, hallways, elevators or entryways, nor in any storage, parking or maintenance areas shall be permitted. Children under the age of fourteen (14) are not allowed to use any of the recreational facilities without constant parental supervision.

f. Waterbeds will be permitted in the Units only with prior written approval of the Association.

2.3 Pets. No animals of any kind, including but not limited to dogs, cats, livestock, poultry, lizards, snakes, and birds, shall be kept, maintained or raised within the Project, including the Units, except as follows:

a. No more than a total of two (2) personal household pets may be kept and raised within any Unit. The Board may prohibit keeping within a Unit certain breeds or kinds of dogs, cats and birds, and other pets, restrict the size of such pets, and impose conditions and restrictions upon keeping such pets, based upon a specific determination that such type or size of pet or that more than one (1) of a

particular type of pet may constitute a safety concern or nuisance to other Owners. Birds, fish and other small household pets (other than dogs and cats) shall be kept in appropriate cages or tanks in the Unit.

- b. No animal of any kind may be bred or boarded for commercial purposes within any Unit.
- c. No animals shall be kept or raised within any Unit for any commercial purpose.
- d. All Owners shall immediately clean up after their pets and dispose of their pet's refuse in a suitable container as defined from time to time by the Board.
- e. Pets shall not be allowed to damage grass, shrubs, trees or any other portion of the Project or to become a nuisance or annoyance to others. Expenses and costs incurred by the Association as a result of damage caused by any pet shall be reimbursed to the Association by the owner of the pet responsible for causing the damage.
- f. Pets shall not be allowed outside of the Owner's Unit unless restrained by a suitable leash or enclosure and under the direct control of the pet's owner.
- g. Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the Project or the Common Elements or otherwise left unattended. Pets may not be left unattended on balconies, patios, or decks for an extended period of time. Outdoor pet houses, shelters or enclosures of any kind are prohibited.
- h. Owners agree to comply with:
 - i. providing proof of current inoculations of pets as required by applicable Department of Health guidelines to the management office, and to provide proof thereof to the Association management office; and
 - ii. all other applicable governmental laws and regulations pertaining to keeping, maintaining or raising a pet.
- i. Any repeated or prolonged disturbance by a pet, such as noise, odor, waste or threatening or nuisance activity, may be cause for imposition of a fine on the pet's owner and or the removal of the offending pet from the Project. Decisions concerning the removal of a pet shall be made by the Board; however, upon the written request of the pet's owner the removal of the pet shall be determined by a vote of the Owners at a meeting of the Association, provided that the pet's owner shall pay the cost of calling and conducting the meeting.
- j. Pets will not be allowed in any Common Elements, except that pets may be brought through hallways, elevators, and the main lobby to exit the Building. Entry/exit into the buildings, whenever possible, should be on the freight elevators.

2.4 Signs.

a. Except to the extent in conflict with applicable law, and except for the rights reserved to Declarant pursuant to Article 15 of the Declaration, and as set forth in Section 4.6 of the Declaration, no signs or advertising devices of any nature shall be displayed, hung, stored or used on any part of the Project, including outside any Unit or within any Unit in such a manner as to be visible from any location outside of such Unit, without the prior written permission of the Board.

b. Except as may otherwise be provided in the Declaration, so long as any Unit is owned by Declarant in the Project and remains unsold, no Owner of a Unit shall be permitted to place any sign on or in the Project, in his Unit, or elsewhere on or in a Building advertising his Unit for sale or lease, without the prior written permission of the Declarant which can be withheld in Declarant's sole discretion.

c. All advertisements and postings must be approved in advance by the Manager.

Any signs not in conformance with the foregoing restrictions may be removed by or on behalf of the Association or Declarant, and any damage caused by the placement and removal of such nonconforming sign shall be paid for by the Owner responsible for the placement of such sign.

2.5 Trash.

a. No resident shall sweep or throw any debris onto the Common Elements. Unit Owners, tenants, Occupants and guests shall keep all Common Elements free from trash. Disposition of garbage and trash shall be by the use of leakproof bags and the common trash facilities in strict accordance with the rules and regulations adopted or approved by the Board from time to time and also with any statute, ordinance or governmental regulation. Trash receptacles shall not be used for the disposal of hazardous waste or large items such as, but not limited to, building materials and large quantities of landscape materials, furniture, appliances, or hot water heaters. Removal of these items from the property is the responsibility of the Unit Owner.

b. All roadways and walkways shall be clear for emergency traffic. No furniture, bicycles, barbecues, toys or other items of personal property shall be stored, left or parked on a roadway, walkway or any other place within the Common Elements.

c. The Association assumes no liability for any loss or damage to articles left or stored in any Common Element or other area.

d. Nothing shall be thrown or tossed from the patio, deck or balcony of any Unit, including but not limited to cigarettes, cigars, food, water, stones, missiles, incendiary or explosive devices. "Incendiary or explosive device" shall include, but not by way of limitation, any device consisting in whole or in part of flammable material or other material having the capability of exploding, igniting or burning. The proper authorities will be called to investigate such activity. Any staff or residents witnessing such activity may sign a complaint against the offending party.

e. No foreign substance which may tend to impede the flow of liquid through the sanitary system shall be deposited in the sanitary sewer system from any Unit, including but not limited to trash, paper, rags, etc. The expense of any breakage, stoppage, including clogs, or damage resulting from such action shall be borne by the Owner of the unit.

2.6 Flammable Substances. No flammable, combustible or explosive fluids, chemicals or substances shall be kept within the Project except those required for normal household use. In no case shall flammable, combustible or explosive fluids, chemicals or substances, including, but not limited to furniture containing flammable materials, be stored in exterior patios, decks, balconies, storage spaces, or parking spaces.

2.7 Parking.

a. Subject to any contrary provisions contained in the Act, no vehicle may be parked in such a manner as to impede or prevent ready access to any entrance or exit of a building or parking space, nor shall any vehicle be parked on any grass, sidewalks or patios of the Project, block garbage trucks from access to any dumpsters in the Project, or be parked in a fire lane or designated "no parking" area.

b. All vehicles parked at the Project must have current license plates. Inoperative, abandoned or unlicensed vehicles may not be parked on any part of the Project. Vehicles shall be deemed to be abandoned or inoperative if they meet one or more of the following criteria:

- i. The vehicle has a flat tire or other condition rendering it inoperable.
- ii. The vehicle does not have current license plate tags.
- iii. The vehicle is in an obvious state of disrepair, such as a missing tire, smashed window, missing or damaged body panel or other parts, or the vehicle is on jacks or blocks.

c. Designated Visitor Parking is subject to the following rules:

- i. Since Visitor Parking is limited, be advised that that Visitor Parking is intended for occasional guests only. Visitor Parking is not intended to function as an additional parking space for any resident, roommate, or significant other.
- ii. Overnight Visitor Parking Passes for occupants of the guest suite will be issued by the concierge and shall indicate the date range of the visitor's stay. All vehicles parked in Visitor Parking overnight must display a Visitor Parking pass. The parking pass is specific to each vehicle and is not transferable.
- iii. Project residents may use visitor parking to pick up mail or packages but are limited to sixty (60) minutes.

d. Motorcycle and scooter parking are subject to the following rules:

- i. Motorcycles' kickstands must have a block of wood, or some other method to support the stand when in use, so as not to damage the surface beneath.
- ii. Designated scooter parking areas may be used by Scooter style motorcycles (step through frame) which are owned by residents and registered with the management office.
- iii. Motorcycles (step over frames) may not use the designated scooter parking areas and must be parked in the owners' assigned parking space. They may be parked in front of a car as long as the car does not extend beyond the outside edge of the parking number painted on the garage floor.
- iv. Since all parking levels will have designated scooter parking areas, residents are required to use the scooter area on the level where their parking space(s) is/are located first.

e. Bicycles should be transported in the freight elevators whenever possible. Bikes are not allowed in the lobby of either building. Bikes should be stored in garage bike parking areas. They may also be stored in front of a vehicle in an owners space only if the vehicle does not extend beyond the edge of the numbers painted on the garage floor. If a bike rack is used, it must be the association approved and installed bike rack only.

f. Owners and Occupants may park their vehicles only in LCE Parking Spaces assigned to the Unit they occupy. An Owner may lease a LCE Parking Space to another Owner or Occupant, provided that a copy of such lease agreement is submitted to the Board in accordance with Section 3.6 of the Declaration.

g. Vehicles in violation of parking regulations are subject to being towed at the owner's expense and or being fined by the Board, after notice and an opportunity for a hearing. Vehicles parked in violation of Section 2.7(a) above may be towed immediately, without prior notice to the Owner. Vehicles parked in violation of Section 2.7(b) or Section 2.7(c) above may be towed only after written notice to the Owner by the Board, giving the Owner five (5) days within which to remedy the violation. Vehicles parked in violation of Section 2.7(d) may be towed immediately upon the request of the Owner of the LCE Parking Space to the towing company, it being the intent of this sentence that the Owner of the LCE Parking Space, and not the Association, bears the responsibility for contacting the towing company for the removal of an improperly parked vehicle.

2.8 Occupancy/Leasing.

a. *Occupancy.* No Owner shall permit his/her Unit to be occupied by more than two (2) persons multiplied by the total number of bedrooms in the Unit, except that any child under the age of one (1) year shall not count toward the above occupancy limit.

b. *Leasing.*

(i) The Owner of a Unit shall have the right to lease his/her Unit subject to Section 15.6 and Section 4.2 of the Declaration. All leases must be in writing and must affirmatively obligate the lessee and all other residents to abide by the provisions of the Association Documents that relate to the use of the Unit or the Common Elements. No leases shall be made for less than a three (3) - month period, except for extenuating situations approved by the Board and except for holdover tenancy at the end of a lease term. The entire Unit (not individual rooms or spaces) must be leased, unless the Unit Owner contemporaneously occupies the Unit. The Owner leasing the Unit must screen potential lessees through a reputable, professional screening organization; provided that such screening shall not violate federal, state or local discrimination laws. The Board or Association management may maintain a list of such organizations for referral purposes, without warranty of work performed. The Owner leasing the Unit shall deliver a copy of the signed lease to the Board within ten (10) days after the lease is executed and prior to occupancy by the tenant. The Board may prohibit a tenant from occupying a Unit until the lessor-Owner complies with all leasing requirements prescribed by this Section 2.8(b) and/or other provisions of the Association Documents. A failure by the lessee to comply therewith shall be a default under the lease and shall constitute a violation of the Declaration or these Rules and Regulations by the Owner of such Unit. The owner of the unit forfeits all privileges to use amenities such as the pool, exercise room etc. in favor of the renter of the unit.

(ii) Section 2 of the Bylaws authorizes the Board to require all Owners to register certain information with the Association. In order to ensure the health, safety and welfare of all residents of the Project, the Board believes it is necessary to establish reasonable procedures for registering non-Owner Occupants and maintain records as Owner and non-Owner Occupants move in and out of the Project's buildings. It is also important that the Association establish controls

(iii) Each Unit is entitled to one move-in and one move-out without any fees until the title to the Unit has been transferred to a separate, non-affiliated person or entity. All additional moves, in or out of the Unit are subjected to (a) a moving fee of \$250 and (b) an orientation fee of \$100.

(iii) Upon request, the Association or its managing agent may distribute leasing or sales information to perspective buyers or renters but may not show any units to either perspective tenants or buyers. The Association and its Management will not collect rent payments, deposits, or fees related to the rental of an owner's unit.

2.9 Household Items; Architectural Restrictions.

a. Rugs, clothing or other household items may not be hung from any window, balcony, terrace, fence, or facade of the buildings. No clothesline of any type shall be allowed which is visible from the Common Elements, the street, or any Unit. In order to provide a uniform appearance from the exterior of the Units, no Owner shall display, store or use any articles outside the Unit or which may be visible from the outside of his/her Unit (other than draperies, curtains or shades of a customary nature and appearance with a white or off-white exterior).

b. No propane gas, wood, or charcoal grills or other cooking or heating/firepit equipment shall be used on the balconies or terraces. Only grills using permanent natural gas lines installed by Declarant and meeting the requirements of the Denver Fire Department are permitted.

c. Additional exterior electrical lighting is prohibited from being displayed on balconies, patios, terraces or other limited common elements.

d. No flat screen televisions, including plasma and LCD televisions, and no audio speakers may be installed or hung on demising walls (walls between Units).

e. The Project is subject to recorded architectural covenants contained in the Declaration and Alteration Guidelines. Subject to any contrary provisions contained in the Act, no Person may modify or change the appearance of the exterior of any Unit except in accordance with Article 16 of the Declaration. No Person shall paint or decorate or adorn the outside of the Unit, or install outside the Unit any canopy or awning or outside radio or television antennae or other equipment, fixtures or items of any kind without the prior written permission of the Board. Subject to any contrary provisions contained in the Act, if any exterior change is made without approval by the Board, the Association has the right to remove the unapproved items at the expense of the Unit Owner.

2.10 Fireworks; Firearms. No fireworks may be fired or discharged within the Project. Firearms, airguns and other devices of any kind designed to fire a potentially lethal projectile may not be fired, discharged or carried on or within the Project, except for carrying the device to and from a public place.

2.11 Wiring; Air Conditioning. No Owner, tenant, Occupant or guest may install exterior wiring for electrical or telephone installation or for any other purpose, nor shall any items, including but not limited to, television, cable, or radio antennae, furnace or other vent, machines or air conditioning unit vents, be installed on the exterior of the Common Elements or protrude through the walls or the roof of condominium improvements, except as may be authorized in writing by the Board. If an Owner wishes to install air conditioning equipment outdoors, this equipment may only be installed within the patio or balcony area of the Unit.

2.12 Satellite Dish. Unit Owners may install satellite dishes of one meter (39.37") or less and wireless cable antennas of one (1) meter or less in diameter or diagonal measurement within their Unit and on their Limited Common Element patios and balconies, provided, however, that such dish or antenna is installed (a) in such a way so as to be wholly situated within such patio or balcony, (b) so as not to protrude beyond the patio wall or balcony railing, and (c) so as not to be visible from the street. Written notice of the proposed size and location of the dish or antenna shall be given to the Association or the Manager prior to installation. No dish, antenna or related wiring may be installed on or in any portion of the General Common Elements (including the roof and exterior walls of Dwelling Units) or Limited Common Elements allocated to more than one (1) Unit without the prior approval of the Board. The Board will review applications on their individual merit, and will consider aesthetic, safety and practical issues.

2.13 Parking Facilities. Except as authorized in writing by the Board, an LCE Parking Space may not be used for storage, nor may an LCE Parking Space be converted to another use which would prevent the parking of a vehicle in the space. Owners, Occupants or guests shall not store any flammable, chemical, odorous, explosive or other inherently dangerous materials within the LCE Parking Spaces. The Association reserves the right to require Owners to promptly remove any contents of an LCE Parking Space that the Association believes might constitute a hazard in the Project. Owners agree to remove such contents upon receipt of written notice from the Association. Subject to any contrary

provisions contained in the Act, Common Element parking areas may not be used for parking or storage of any vehicles, trailers, boats, recreational equipment, or other personal property. Parking may be limited for safety purposes during periods of snow removal or maintenance.

2.14 Repairs; Installations.

a. The Association shall have the right to designate and approve in advance all electricians, plumbers and other contractors that do work or perform repairs in any of the Units or the Common Elements.

b. Except as set forth below, in order to minimize sound transmission between Units, the Owner of any Unit, other than Declarant, shall not install any additional hard surface floor materials including, without limitation, tile, marble or wood in his/her Unit without prior written approval from the Board. Hard surface floor coverings are permitted in Units only in areas where floor coverings of that nature were originally installed as a part of the construction of the Unit. All other areas of a Unit must remain carpeted using materials and installation methods comparable with those used as a part of the construction of the Unit.

c. Owners and Occupants are prohibited from making any change to a Unit that could affect or damage the walls, floors or ceilings separating their Unit from adjoining Units, such as the installation of recessed lighting, speakers or similar equipment into the ceilings or walls of the Unit.

d. Without limiting the Board's discretion in considering any request, the Board may condition its approval of any such installation upon any or all of the following:

- i. The limitation on the area where hard surface floor covering materials may be installed stated in Section 2.14(b) above.
- ii. A requirement that the Owner provide the Board specifications regarding the floor covering materials.
- iii. A requirement that the Owner install such sound dampening material underneath the floor material as the Board deems necessary.

2.15 Keys; Locks.

a. The Board, or as authorized by the Board, the Manager, may retain a passkey to each Unit, and no Owner shall alter or permit the alternation of any lock, or permit the installation of any new lock or any exterior door of such Owner's Unit without the prior written consent of the Board. If such consent is given, the requesting Owner shall forthwith deliver to the Board or Manager, if any, a key that opens such altered or new lock.

b. When access to a Unit is required, at least twenty-four (24) hours prior notice shall be provided to the Occupants of the Unit, except when said Occupants have no objection to earlier entry and except in the case of an emergency.

c. Each Owner shall deposit with the Board a duplicate set of keys for all locks required for entry to his/her Unit.

2.16 Personal Property. No articles of personal property shall be placed on or in any of the Common Elements, including, but not limited to, door mats, plants, and other decorations adjacent to Unit entrances; except for those articles of personal property which are the common property of all of the Owners, and except for doorbells or door knockers. Holiday or seasonal decorations and wreathes may be placed on the entrance doors and limited to only the entrance doors to the Units during the Seasonal and Holiday decoration period. The Seasonal and Holiday decoration period is defined as the Monday prior to Thanksgiving through the last Sunday in January. The Association is not responsible for any valuables or personal property brought into the Common Elements, including but not limited to the swimming pool, the plaza area, the community room, or the exercise facilities.

2.17 Balconies, Patios, Decks and Terraces. Balconies, patios decks and terraces are intended for personal recreational use and may not be used for storage or other purposes, except that seasonal furniture (excluding umbrellas) and seasonal plants in leak proof containers with saucers may be kept on balconies, patios, decks or terraces in season. In no case shall flammable, combustible or explosive fluids, chemicals, materials or substances be stored in or on exterior patios, balconies, decks or terraces, including any furniture made with or comprised of flammable or combustible material or fabric. No boxes including coolers, trash, bicycles, motorized vehicles or tires may be stored on the balconies, patios, decks or terraces. All unattached items must be secured when not in use so as to avoid being blown off the buildings by wind. No objects, such as flower pots, clothing, towels, or other items may be hung or draped over railings. No object of any type may be thrown, dropped or otherwise cast off the balconies, patios, decks or terraces. Loud or otherwise disturbing activities on the balconies, patios, decks and terraces are prohibited. The cost of repairs to a balcony, patio, deck, terrace or roof caused by an Owner or Occupant, or their guests, will be assessed against the Owner's or Occupant's Unit. Structures or other improvements may not be constructed on a balcony, patio, deck or terrace unless approved in writing by the Board (see Alteration Guidelines promulgated pursuant to Article 16 of the Declaration.). Routine maintenance of balconies, patios, decks and terraces is the responsibility of the Owner or Occupant of the Unit served. Other maintenance, repair and replacement will be performed by the Association and the cost assessed against the Unit served.

2.18 Community Room The Association maintains a community room. In an effort to preserve the quiet enjoyment of those residents living in adjoining Units, and to protect the Association from unwarranted liability, the following rules and regulations apply to the use of the community rooms:

a. The community room is available for general use by all Owners and Occupants of the Project. However, the community room may be reserved for private, Owner-hosted functions up to three (3) months in advance, with priority based upon the time of application, by individual Owners. No commercial activities, sales, or for profit functions may be held in any community rooms. Owners reserving the community room may not reserve the community room more that six (6) times each calendar year unless the room is available 1 month prior to the reservation. A copy of the catering contract should be submitted to the office prior to the event. Owners may be required to pay a fee and a deposit, may be required to sign an agreement covering the user's obligations for clean-up and related matters, and must be in attendance at the event during the reservation period.

b. The community room is not designed to host functions which generate significant noise or disturbance, since the room is located in close proximity to other Units. If there is any question as to the appropriateness of a function, please check with the Manager.

c. No function involving attendees other than Owners and Occupants may be held if alcoholic beverages are consumed at the function, unless the host Owner signs an agreement to indemnify the Association against all liability arising out of the activities of attendees during or following the function. There are no similar restrictions on Association-sponsored functions at which alcoholic beverages are served if there are no attendees other than Owners and Occupants.

2.19 Guest Suites

Guest suites will be provided for use by guests of Owners and Occupants. The following rules and regulations have been approved for the use of the guest facilities.

a. A guest suite may be occupied only by a bona-fide, temporary guest of an Owner or Occupant. A guest suite may not be used for parties or other functions, and may not be occupied by more than three (3) people, one of whom is eighteen (18) years of age or older. A guest suite may be reserved by the same Owner for a maximum of seven (7) days in any thirty (30) -day period, and may not be occupied by the same guest for more than seven (7) days in any thirty (30) -day period.

b. A guest suite is available by advance reservation only, with priority based upon the time of application. Persons reserving a guest suite may be required to pay a daily fee and a deposit, and to sign an agreement covering obligations for clean-up and related matters.

2.20 Pool; Plaza; Exercise Facilities. Rules governing the use of the swimming pool, the plaza area and exercise facilities will be posted in the respective facilities. All Owners and their guests, tenants and invitees use the swimming pool and exercise facilities at their own risk. Owners must be present when guests or invitees use these facilities. Each Owner and/or Owner's Agent shall be responsible for any property damage or personal injuries that such Owner and/or Owner's Agent may cause by intentional or negligent acts while accessing or using said facilities.

a. The following rules and regulations apply to the Fire Pit portion of the Plaza:

i) The fire pit and associated community room are available for general use by all Owners and Occupants of the Project. However, the fire pit and associated community room may be reserved for private, Owner-hosted functions (maximum of 20 people) by advance reservation, with priority based upon the time of application. Owners reserving the fire pit and community room may be required to pay a fee and a deposit, and to sign an agreement covering the user's obligations for clean-up and related matters, and must be in attendance during the reservation period. Reserving the fire pit and community room does not entitle guests access or use of the pool area beyond the Owner's or tenant's allotted pool passes (as defined in Section 2.20 b i and ii).

b. The following rules and regulations apply to the Pool area of the Plaza:

- i) Each residence will be issued four (4) wearable pool passes. Any Owner, occupant, or guest must have the pool pass with him or her while using the pool area. Failure to have the required Pool Pass present may result in a fine.
 - ii) On non-holiday weekends, , should a resident wish to occasionally entertain more guests that his or her pool passes allow, resident may borrow up to four (4) additional passes from a fellow Pinnacle resident or the concierge desk. On Holiday weekends, residents are limited to their personal allotment of pool passes only.
 - iii) Pool passes may be obtained from the Building Management and will be issued only to owner's current with all assessments and that have reviewed and signed an acknowledgement of Pool Rules and Regulations. Lost pool passes may be replaced at the cost of \$5 each for the first occurrence and \$10 each thereafter. Should the lost passes be recovered, the replacement passes must be surrendered and a refund for replacement passes will be issued. Any person using both original; and replacement passes may be subject to revocation of pool privileges. Guest suite users shall be issued a temporary pool pass (subject to a maximum of three (3) per suite) for use during their stay.
 - iv) All persons aged fourteen (14) or less must be accompanied at all times and supervised by a guardian, relative, or resident aged sixteen (16) or older while on the pool deck.
 - v) Any child who isn't potty trained is required to use a swim diaper and the cost of any contamination of the pool or hot tub may be assessed to the owner.
 - vi) Personal flotation devices (arm bands, floatation jackets, etc.) may be used. All other flotation devices are prohibited.
 - vii) Running, jumping into the pool, jumping from the hot tub into the pool, and climbing on the pool furniture or the pool deck railings are prohibited.
 - viii) Projectile toys (balls, Frisbees, etc.) are prohibited. Sudden wind gusts occurring on the pool deck can easily veer these items off course and strike others or land unexpectedly on the Park Home roof top decks.
 - ix) No child under the age of 5 who isn't potty trained or wearing a swim diaper may use the hot tub.
- c) The following rules and regulations apply to the entire outdoor Plaza:
- i) Smoking is only permitted in the western area of the fire pit (the area between the fire pit and the railing) and all smoking materials must be deposited in designated receptacles.

- ii) Amplified music is not allowed on the Plaza. Music may be enjoyed through personal music players and headphones.
- iii) Glass is not permitted anywhere on the Plaza. All items brought out onto the Plaza must be in non-breakable containers. Prohibited items include glasses, beer and wine bottles, china and glass plates, and glass cookware. Offenses may be subject to a fine of up to \$250 per occurrence. Residents responsible for any glass breakage on the deck shall be charged the cost to clean up the deck including draining and cleaning the pool, in addition to the \$250 fine. For reference only, the cost to perform this work is currently estimated to be approximately \$3,000.
- iv) Lounges, chairs, and the northern grill area are first-come, first served and may not be reserved for future use. Beach towels are required to be used on the lounge chairs while using the pool.
- v) The Plaza is a quiet zone from 10 pm until Midnight and from 6 am until 8 am. The Plaza is closed from Midnight until 6 am. Excessive noise during these times or trespassing after hours may result in fines.

2.21 Non-Delegation. An Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of an Owner under the Association Documents; such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

Article 3 Enforcement

3.1 Any complaint which alleges a violation of the Declaration, Bylaws and/or Rules and Regulations shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:

- a. The name, Unit number and phone number of the complaining witness.
- b. The name and unit number of the violator.
- c. The specific details or description of the violation, including the date, time and location where the violation occurred.
- d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
- e. The signature of the complaining witness and the date on which the complaint is made.

3.2 The Owner shall be notified of the complaint and alleged violation by the Association or its duly authorized agent. If the complaint is based on conduct of the Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B ("Notice of Violation".)

3.3 Any Owner charged with a violation of the Rules and Regulations is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:

a. Within seven (7) days after the Notice of Violation has been delivered on the Owner, the Owner must complete the Request for a Hearing form, which is attached to the Notice of Violation (see **Exhibit B**), and return it to the Association or its Manager.

b. If a request for a Hearing form is timely filed, a hearing on the complaint shall be held before the Board. The hearing shall be conducted no later than twenty-one (21) days after receipt of the Request for a Hearing form, as determined by the Board. An Owner may request an expedited hearing.

c. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation within 10 days of the hearing. Following a hearing, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Owner and Association.

d. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as **Exhibit C**.

3.4 If no Request for a Hearing form is filed within seven (7) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default and appropriate sanctions shall be imposed at a meeting of the Board, if violation is determined to exist. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted.

3.5 If an Owner is found to have violated personally or is otherwise liable for a violation of the Declaration and/or Rules, the following shall occur:

a. If found to be guilty of a first violation of a given provision of the Declaration and/or Rules and Regulations, the Owner shall be notified of the finding by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that if any further violations occur a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine.

b. If found to be guilty of a second or continuing violation of the same provision of the Declaration and/or Rules and Regulations, the Owner shall be notified of the finding by the Association or its duly authorized agents. The Owner shall be assessed a fine.

c. Where a fine is imposed, unless expressly provided in another section of these Rules, it shall be in the amount of one hundred dollars (\$100) for a single incident of violation of a Rule, two hundred dollars (\$200.00) for a second single incident of violation of the same Rule, and three hundred fifty dollars (\$350.00) for a third or subsequent single incident of violation of the same provision of the Declaration and or Rules and Regulations; or the sum of twenty five dollars (\$25.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF SUCH ELIMINATION.

d. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to pay for any damage or any unauthorized condition on the

Project for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Association, or to pay any legal expenses and costs incurred by the Association as a result of the violation. Any damage to the Common Elements, which has been repaired by the Owner, must be inspected by the Board's representative to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Owner as part of his/her share of the Common Expenses.

3.6 Any Owner assessed herein shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed herein shall be added to the Owner's account and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.

3.7 Time is of the essence of this policy. Notices are deemed delivered either:

- a. At the time of delivery if by personal delivery; or
- b. On the second business day after deposit in the United States Mail, postage prepaid.

3.8 The remedies provided for herein are not exhaustive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or Association Bylaws to prevent or eliminate violations of the Declaration or these Rules and Regulations.

Article 4 Miscellaneous Fees

Owners may be charged a fee for services or materials. The services, materials and related fees that may be charged include, without limitation, transfer fees, fees for duplicate copies of Association Documents and other Association information, and fees for certifications regarding the status of payment of Assessments.

Article 5 Miscellaneous

5.1 Declaration Prevails. In the event that there is any inconsistency between the provisions of these Rules and Regulations and the Declaration, the Declaration shall prevail.

5.2 Amendment. The Board may amend, supplement, repeal, replace or modify these Rules and Regulations from time to time as it deems appropriate or convenient; *provided, however*, that no rule may be adopted or amended by the Board such that it is in conflict with or limits any express rights granted to Unit Owners in the Declaration.

5.3 Waivers. Waivers from the provisions of these Rules and Regulations for specific situations may be granted by the Board for good cause shown if, (a) in the judgment of the Board the waiver will not violate the Association Documents or law, nor interfere with the rights of other Owners or Occupants, and (b) the waiver is granted to other Owners and Occupants under the same circumstances. However, waivers will not be granted unless an emergency or highly extenuating circumstance exist.

IN WITNESS WHEREOF, the undersigned President of the Association certifies adoption of the foregoing Rules of The Pinnacle at City Park South Homeowners Association, Inc. by the Board on the _____ day of _____, 200_.

President.

EXHIBIT A
VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Reporting Witness Name _____ Date _____

Unit # _____ Area Code - Phone number _____

ADDITIONAL WITNESSES

Name & Address _____ Area Code - Phone Number _____

Name & Address _____ Area Code - Phone Number _____

INFORMATION CONCERNING THE VIOLATOR

Violator's Name _____ Area Code - Phone Number _____

Unit # _____

Unit Owner's Name, Address & Phone No. if different than the Violator. _____

INFORMATION CONCERNING THE VIOLATION

Violation Date _____ Time _____ Location _____

Section(s) of Declaration, Bylaws or Rules and Regulations that was violated _____

Reporting Witness' Observations:

Were any photographs or sound recordings made? Yes _____ No _____ By whom? _____ Include any audio or videotapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph(s), the date it was made, the location it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL FULLY COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL _____ WILL NOT _____ APPEAR TO TESTIFY AS A WITNESS.

Signature _____

EXHIBIT B

TO: _____
(Unit Owner/Tenant)

Date: _____

NOTICE OF VIOLATION

Re: Violation of Declaration, Bylaws or Rules and Regulations

You are hereby notified, as the Owner/Tenant of the Unit # _____ at (Address, City) _____, Colorado that you violated the Association's Declaration, Bylaws or Rules and Regulations. The actions complained of occurred on or about _____, 20__ and are described as follows:

UNDER THE ASSOCIATION'S RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN 7 DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR MONTHLY ASSESSMENT.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, THE ASSOCIATION MAY CORRECT THE VIOLATION AT YOUR EXPENSE.

Please consult the Association's Rules and Regulations for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form within 7 days to the Association at the address below.

Very truly yours,

THE PINNACLE AT CITY PARK SOUTH HOMEOWNERS ASSOCIATION, INC.

By: _____

Title: _____

Address

City, State, Zip

Area Code and Phone #

EXHIBIT B-2

REQUEST FOR A HEARING

I hereby request a hearing on the statements made against me as contained in the Notice of Violation dated _____, 20__ alleging a violation of the Declaration, Bylaws or Rules and Regulations of The Pinnacle at City Park South Homeowners Association, Inc.

Owner/Resident's Name (printed)

Address

City, State, Zip

Area Code and Phone #

Signature

Date

EXHIBIT C

TO: _____
(Unit Owner/Tenant)

Date: _____

NOTICE OF DETERMINATION REGARDING VIOLATION

On _____ 20__ you were notified of a violation of the Declaration, Bylaws, or Rules and Regulations of the Association. Pursuant to the Association Rules and Regulations:

- () A hearing was held at your request regarding the alleged violation.
- () You have admitted to the violation by default and waived your right to request a hearing. After considering the complaint and evidence, the following determination has been made and the following action(s) will be taken:
 - () You were found not guilty and no action will be taken.
 - () A 1st, 2nd, 3rd or subsequent violation (circle one) of the Association Declaration, Bylaws or Rules and Regulations has occurred and a fine in the amount of \$_____ is now due.
 - () A violation of the Association's Declaration, Bylaws or Rules and Regulations of a continuing nature has occurred and a fine in the amount of \$_____ per day from _____, 20__ is now due. A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
 - () Damages & expenses in the amount of \$_____ have accrued and are due.
 - () Legal expenses in the amount of \$_____ have been incurred by the Association and are due.
 - () Damages have occurred or an architectural violation exists, as charged in the complaint. The Association will proceed to have the damages or violation corrected or repaired at your expense.
 - () As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the fees and expenses incurred will be assessed to you.

THE PINNACLE AT CITY PARK SOUTH HOMEOWNERS ASSOCIATION, INC.

By: _____
Title: _____
Address: _____