

RULES AND REGULATIONS  
OF  
SUNBURST CONDOMINIUM ASSOCIATION

The SUNBURST CONDOMINIUM ASSOCIATION, a Colorado nonprofit corporation (the “Association”), by virtue of the authority provided in the Declaration (The “Declaration”), for Sunburst Condominiums (the “Project”), and in the Articles of Incorporations and bylaws of the Association, does hereby publish and declare the following as Rules and Regulations respecting the Project and the units and common elements, all property of the Association for common use, and the use and occupancy by owners, tenants, guests, and invitees of the units and common elements and common property.

1. Purpose. These rules and regulations are made for the purpose of promoting the best interest of the owners and occupants of the units in the Project, to secure full, fair, and safe utilization and enjoyment of the Project by such owners and occupants, to protect and enhance the property values of the units, to protect persons and property against injury or damage, and in general to promote the health, safety and general welfare of the owners and occupants and to make the Project a pleasant place in which to live.
2. Applicability. These rules and regulations are applicable to owners, tenants, agents, guests, and invitees of the owners, and shall be deemed in addition to, and not in lieu of, all applicable provisions of the Declaration, Articles of Incorporation, and Bylaws, which shall control in the event of any inconsistency with these provisions. Each owner is responsible and liable for the acts and omissions of such owner’s tenants, agents, guests, and invitees respecting compliance with these rules and regulations and the Declaration. The Association or its manager or managing agent will make reasonable efforts to warn violators of infractions of these rules and regulations, but failure to warn shall not be an excuse for or defense of such infraction. The Declaration provides that, where these rules and regulations provide for liquidated damage sums in favor of the Association for specific violations, the failure to comply with such applicable rules and regulations shall cause, at the option of the Association and on notice to the owner, such liquidated damage sum to be a special assessment against such owner’s unit, for which the Association shall have lien and collection rights specified in the Declaration, Therefore, in all cases, an OWNER IS LIABLE FOR ALL LIQUIDATED DAMAGE ASSESSMENTS FOR VIOLATIONS OF THESE RULES AND REGULATIONS BY SUCH OWNER AND THE GUESTS, AGENTS, TENANTS, AND INVITEES OF SUCH OWNER. The Association reserves all remedies for collection of such liquidated damage assessments as are specified in the Declaration, including foreclosure of the lien therefor against an owner’s unit.
3. Tenants and Guests. An owner who rents his unit to a tenant or guest should advise the Association or its manager or managing agent in writing so that the Association may be able to advise such tenant, or guest of these rules and regulations, and so that the Association may be better able to prevent or correct violations of these rules and regulations. If an owner executes

a rental management agreement respecting his unit, the owner should promptly notify the Association of such fact and the name and address of the rental management agent.

4. General Rules and Regulations.

- 4.1 Parking. No vehicle belonging to an owner or to a member of the family or guest, tenant, or employee of the owner shall be parked in such a manner as to impede or prevent ready access to or from another owner's parking space. All traffic flow markings and signs regulating traffic shall be strictly observed. To facilitate snow removal, every vehicle shall be removed from the parking area as directed by the managing agent. Vehicles not removed will be towed away at owner's expense.
- 4.2 Vehicle Storage. No camper trailers, horse trailers, motorcycle trailers, utility trailers, inoperative vehicles shall be stored in the project parking area or property.
- 4.3 Obstruction of Halls, Stairs. The walkways, entrances, halls, corridors, stairways, sidewalks, driveways and roads shall not be obstructed or used for any other purpose other than ingress to and egress from individual units.
- 4.4 Exterior Decorating. The exterior of the Units and all other areas appurtenant to a Unit, including fences, shall not be painted, decorated, or modified by any Owner (which term includes all family members, guests, agents, tenants, and invitees of an owner) in any manner without prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- 4.5 Personal Belongings. No articles shall be hung or shaken from the doors, windows, balconies, or patios or placed outside windowsills, rails, or fences of the Unit. All personal belongings of the occupants must be kept within the unit.
- 4.6 Toys. No bicycles, scooters, baby carriages, or similar vehicles or toys or other personal articles shall be allowed to stand in or on any of the general common elements, except in areas designated by the Association or managing agent.
- 4.7 Quiet Time. Quiet time is from 10:00 pm to 7:00 am.
- 4.8 Unit Care. Each owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, or over the fences thereof, any dirt or other substance.
- 4.9 Windows. No awning, window guards, light – reflective materials, hurricane or storm shutters, ventilators, fans, or air conditioning devices shall be used in or about the Units except as shall have been approved in writing by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association or managing agent.

- 4.10 Signs. No sign, notice, or advertisement shall be inscribed or exposed on or at any window, fence, or other part of the Units, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in or over any fence of the Units without similar approval.
- 4.11 Trash. All garbage and refuse from the Units shall be deposited with care in the garbage containers or garbage truck intended for such purposes only in such a manner as the Association or managing agent may direct. All disposals shall be used in accordance with any instructions given to the owner by the Association or managing agent.
- 4.12 Misuse of Water Fixtures. Bathroom, kitchen and other water fixtures in the buildings shall not be used for any purpose other than those for which they were constructed. Any damage resulting from the misuse of any bathroom, kitchen or other water fixtures shall be paid for by the owner of the Unit responsible for the damages.
- 4.13 Storage Closets. Owners of Units shall keep and maintain any storage closet, bin, or area, which may be assigned to such owner as a limited common area, or otherwise, in a neat and sanitary condition at all times. Under no circumstances shall any flammable substance such as paint, gasoline, charcoal lighter, paint thinner, oil, etc., be kept in any storage area.
- 4.14 Antennae. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Units, the roofs thereon, or protrude over any fence, without the prior written consent of the Association.
- 4.15 Access to Units by Association. The agents of the Association or any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, bylaws of the Association, or Management Agreement. Except in case of emergency, entry will be allowed with at least 24 hours prior written notice to the owner.
- 4.16 Play Areas. Owners shall not use any sidewalks, driveways, entrances, halls, stairways, and passageways as a play area.
- 4.17 Pets. Owners of Unit 18, 19, 20 and 21 shall be permitted to keep one dog or one cat within their personal unit. When outside of the Unit, the pet must be kept on a leash at all times. Pet owners shall clean up promptly after their pet and dispose of the waste in suitable containers. Excessive barking or other disturbances shall not be permitted.
- 4.18 Liability for Storage Area. The Association and management shall not be liable for any loss or damage to articles stored in any common area or other storage areas.
- 4.19 Damage to Common Area. Any damage to the general common elements or common personal property caused by an owner shall be repaired at the expense of that owner.

4.20 Door Locks. The Managing Agent or, if there is no Managing Agent, then the Association, shall retain a passkey to each Unit. No owner shall alter any lock or install a new lock on any door leading into the Unit without prior consent, and if such consent is given, the Owner shall provide a key for the Managing Agent's or the Association's use.

4.21 Amendments. The foregoing Rules and Regulations are subject to amendment by a majority vote of the Board of Managers.

5. Enforceable Fines. For each violation or infraction of any rule or regulation specified in Section 4 above, the liquidated damage sum (fine) which may be assessed by the Association on written notice to the owner shall be 1) a warning for the first offense, 2) \$100.00 for the second offense, 3) \$250.00 for the third offense and 4) \$400.00 for the fourth offense and additional legal procedures. And where a violation or infraction is a continuing one, the continuation thereof for each day shall be deemed separate and distinct violation and infraction resulting in a liquidated damage fine. The Association shall promptly notify the owner of the unit in writing of the fine, and such fine shall be promptly paid by such owner. The Unit owner shall have the right to a hearing if the owner wishes to contest the notice of violation.

EXECUTED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Tim Vanderwater, President

\_\_\_\_\_  
Mark Thompson, Vice President

The undersigned Secretary of the Association does hereby certify that the above and foregoing Rules and Regulations were duly adopted by the Board of Managers of the Association.

\_\_\_\_\_  
Steven Brown, Secretary