

THE AMBLE OWNERS ASSOCIATION RULES AND REGULATIONS

(Adopted as of _____, 202__)

THE FOLLOWING ARE DRAFT RULES AND REGULATIONS THAT DECLARANT INTENDS TO PUT IN PLACE AT THE TIME THE ASSOCIATION BECOMES ACTIVE. THESE RULES AND REGULATIONS WILL BE MODIFIABLE, AT ANY TIME, AS PROVIDED IN YOUR PURCHASE AND SALE AGREEMENT AND THEREAFTER BY THE FUTURE ASSOCIATION EXECUTIVE BOARD.

The Amble Owners Association (the "Association") has adopted these Rules and Regulations (these "Rules and Regulations") pursuant to the Condominium Declaration for The Amble recorded in the Routt County, Colorado real property records (the "Declaration"). To the extent not separately defined herein, capitalized terms will have the meaning as defined in the Declaration.

These Rules and Regulations supplement, but do not change, the obligations of Owners and guests contained in the Declaration, Bylaws and Responsible Governance Policies for The Amble (the "Project" or the "Property"). They apply specifically to all Owners, tenants and guests, as well as to members of their families. In the event of any conflict between the terms of these Rules and Regulations and the provisions of the Declaration or Bylaws, the provisions of the Declaration shall control as primary and the provisions of the Bylaws shall control as secondary.

The Executive Board has the authority to amend these Rules and Regulations and to supplement these Rules and Regulations with other rules from time to time in accordance with the Association's Policy for Adoption and Amendment of Policies and Rules as the Executive Board may deem necessary for the safety, care and maintenance of the Project and to improve the comfort and enjoyment of all Owners, tenants and guests to the Project. The Executive Board and the Managing Agent have the exclusive authority and responsibility of enforcing these Rules and Regulations in accordance with the Association's Policy for Enforcement of Covenants and Rules.

ARTICLE 1 GENERAL RULES AND REGULATIONS

- 1.01 Ingress and Egress. Walkways, entrances, stairways, elevators, sidewalks, parking spaces, and driveways shall not be obstructed or used for any purpose other than ingress to and egress from the Units or Property.
- 1.02 Posted Regulations. Owners and their guests shall comply with all directions and instructions set forth on all posted signage.
- 1.03 Damage. Any damage to the Common Elements or any property owned or controlled by the Association caused by an Owner, or the guests, renters, or subcontractors of such Owner shall be repaired at the expense of such Owner.
- 1.04 Compliance. In addition to any remedies and penalties provided in the Declaration, violators of these Rules and Regulations, the Bylaws and/or Declaration will be subject to the terms and provisions of the Association's Policy for Enforcement of Covenants and Rules, including, without limitation, the imposition of fines.

**ARTICLE 2
RESIDENTIAL USE**

2.01 Use of Condominium Units.

- (a) Condominium Units may be used only as a primary or secondary residence for the Owners and such Owner's guests or for short-term or long-term residential tenants as more fully described in, and subject to, the provisions of Article 10 of the Declaration.
- (b) An Owner may use its Condominium Unit for a home occupation, on the condition that all requirements for a permissible home occupation are satisfied as set forth in Section 10.1 of the Declaration.

2.02 Rental and Leasing.

- (a) Owners are permitted to use their Unit for short-term rental or long-term leasing accordance with the Declaration.
- (b) Third party service providers, third party rental agents and other third party representatives of Owner must comply with the regulations set out in Section 5.15 of the Declaration.

**ARTICLE 3
COMMON ELEMENTS**

3.01 Common Elements.

- (a) Owners and their guests shall comply with all directions and instructions set forth on all posted signage.
- (b) No skis, snowboards, bicycles, skateboards, scooters, strollers, wagons or other personal property shall be placed or stored on any of the Common Elements including, without limitation, the lobbies, pathways, hallways, trash rooms, parking areas, recreational facilities, or plazas without the prior written consent of the Managing Agent except in areas that have been designated for those purposes.
- (c) No Owner or guest may use any Common Element or any property of the Association in any manner that unreasonably interferes with the rights of other Owners or residents in and to the Common Elements or the Association's property.
- (d) All persons using Common Elements including, without limitation, any lobby, elevators, hallways, pathways, plazas, recreational facilities, lounges and storage rooms do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury as a result of or in connection with such use. No owner shall make any claim against the Association, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of Common Elements. Each Owner shall hold the Association harmless from any and all claims, demands, suits, liabilities, obligations, costs and expenses, including, without limitation, attorneys' and consultant fees, asserted against or incurred by the Association as a result of or in connection with the use of any Common Elements by such Owner or such Owner's guest(s) or invitee(s).

**ARTICLE 4
PARKING, STORAGE, TRANSPORTATION AND MOVING**

4.01 Parking.

- (a) All traffic flow markings and signs regulating traffic and parking shall be strictly observed.
- (b) Parking may only occur in designated parking areas. All parking within the parking garage shall be unassigned.
- (c) The parking garage should be strictly limited to its intended use. No recreational skateboarding, rollerblading, bicycle riding, or similar activities shall take place.

- (d) Parking more than one (1) car on the property when in residence will be subject to the discretion of Managing Agent.
- (e) Owners must not leave any vehicle at the Project when the Unit is leased so that Owner's tenants may use available parking. Owners must clearly communicate to tenants in the signed lease that they are restricted to one (1) vehicle. The Managing Agent has no obligation to accommodate tenants who request parking for extra vehicles.
- (f) The Managing Agent may require Owners who host an event to, at their expense, contract with a valet service in order to accommodate additional guest vehicles during the event.
- (g) The Managing Agent will have the ability to manage capacity within the Project garage and to issue guest passes as they see fit.
- (h) Vehicles may only park in any electric vehicle charging station space(s) while charging. If all other spaces are occupied, non-electric vehicles shall be allowed to park in the electric vehicle charging space(s) at the discretion of the Managing Agent.

4.02 Deliveries and Drop-Offs.

- (a) The Project's entry area features short-term loading/unloading spaces that will be monitored for compliance. Owners, guests, and operators shall utilize only designated delivery, drop-off, and short-term parking zones for any such activities.
- (b) Any packages accepted by the Managing Agent on behalf of an Owner must be picked-up by the Owner in a timely manner. Neither the Managing Agent nor the Association holds any responsibility for unclaimed items. Unclaimed items which the Managing Agent or the Association reasonably deems abandoned may be disposed of. The Owner of any unclaimed item may be charged for the cost of its removal.

4.03 Storage.

- (a) Areas designated for storage may be used for customary storage activities in conformance with applicable law and these Rules and Regulations. Items may not be stored in Common Elements or outside of storage areas. Items improperly stored may be removed without notice to the applicable Owner. Unclaimed items which the Association reasonably deems abandoned may be disposed of as determined by the Association. The Owner of any removed item may be charged for the cost of such removal.
- (b) Storage of perishable and flammable items is prohibited in any storage areas or within the garage.
- (c) NEITHER THE ASSOCIATION NOR DECLARANT, NOR ANY MANAGING AGENT, SHALL IN ANY WAY BE HELD LIABLE OR RESPONSIBLE FOR LOSS, DAMAGE OR INJURY ARISING FROM THE USE OF OWNERS' STORAGE OR OF PARKING AREAS, WHETHER BY CASUALTY, THEFT, VANDALISM OR OTHERWISE.

4.04 Exterior Storage.

- (a) No Owner shall store any materials or items on or in any Common Elements, other than those areas designed or designated for that purpose.
- (b) Balconies, terraces, decks and patios of a Unit shall be used only for the purposes intended and shall not be used for drying or hanging garments or for storage of recreational equipment, toys, gear, etc. without the written approval of the Managing Agent, and such approval may be withheld on purely aesthetic grounds within their sole discretion.
- (c) Each Owner shall keep all outdoor space associated with such Unit orderly and in a state of good cleanliness.
- (d) No Owner shall construct or install exterior sheds or storage areas without the prior written approval by the Executive Board as described in Section 17.3 of the Declaration, and such approval may be withheld in its sole discretion.

4.05 Moving.

- (a) No furniture, bulk packages, bulk supplies, bulk merchandise, bulk freight or bulk equipment of any kind shall be brought into the Project without the consent of the Managing Agent.
- (b) Moving of the same into or out of the Project may require the supervision of Managing Agent at such time and in such manner as the Managing Agent shall prescribe.
- (c) If services of the Managing Agent are required by any Owner in connection with any moving activities, the Managing Agent may charge a fee to the Owner for such services.
- (d) Prior to moving any furniture in or out of a Unit, an Owner shall schedule the move with the Managing Agent at least three (3) business days in advance to ensure access to unloading areas and the elevators.
- (e) The Owner will be responsible for ensuring that the elevators and other portions of the Project are clean and undamaged. If the Managing Agent is required to clean the Project as a result of the move, the Owner will be charged the costs of the Managing Agent or of any vendor(s) retained by the Managing Agent to address needed cleaning or repair.
- (f) The moving professionals must provide protective covering for the elevator cab walls during the moving process. It is the responsibility of the professional and the Owner to ensure that these protective coverings are in place prior to beginning the move.
- (g) The Managing Agent will not be responsible for providing any moving equipment whatsoever, and any Association luggage or pull carts may not be used for moving by anyone other than Owners and guests.
- (h) No furniture, boxes, packing materials, etc. are to be left in the vestibules, stairway, elevator, parking areas or other Common Element. Parties must remove all materials from the property promptly after performing services.
- (i) Additional rules related to the use of the elevator may be adopted by the Managing Agent, and all Owners must comply with such procedures.

**ARTICLE 5
TRASH REMOVAL AND OTHER SERVICES**

5.01 Trash Removal. Owner and all their guests shall deposit with care all trash, garbage, recycling and other waste materials in sanitary containers designated for use by the Owners in the trash room located within the parking garage.

5.02 Litter. Owners shall not, and shall not permit their guests to, litter on the Property. No burning of trash, garbage, or other waste material will be permitted at the Property.

5.03 Snow. Owners shall not permit snow to build up on the deck or patio of their Unit in any manner that may create an unsafe condition for the Owner, their guests or other Owners and guests. If such condition exists, the Owner will be notified and must remedy the situation within forty-eight (48) hours. If not remedied within that time period, the Managing Agent may take action to remedy at the Owner's expense.

**ARTICLE 6
CONSTRUCTION AND ALTERATIONS**

6.01 Architectural Control.

- (a) An Owner making interior or exterior modifications must be in strict compliance with all applicable architectural control provisions as described in the Declaration, building, fire and other applicable codes, any City of Steamboat Springs requirements (e.g. building permits and inspections) and these Rules and Regulations as they be further amended by the Association.
- (b) The following projects require the prior approval of the Managing Agent and the Executive

Board in accordance with Section 17.1 of the Declaration, which list is not exhaustive and the Executive Board may reasonably determine the projects that need approval in accordance with Section 17.1 and other applicable provisions of the Declaration.

- i. Any alterations, installation and or work affecting the exterior appearance or the exterior surface of the Project building or the Project's landscaping, exterior lighting, or any utility service.
- ii. Any alterations that affect any General or Limited Common Element (including but not limited to party walls, patios, balconies, structure, mechanical, electrical, plumbing, communications, heating, ventilation, etc.) or affect any other Unit.
- iii. Any project that affects any fixture or equipment in a Unit.
- iv. The addition of any exterior equipment or fixtures, including but not limited to hot tubs, televisions, speakers or other amplification equipment.
- v. Any other project as required by the Declaration.
- vi. Any project that requires a building permit whether or not it is described above.

Approval shall be contingent on submission and approval of plans from licensed architects and/or engineers and of all necessary City of Steamboat Springs permits, as applicable. With respect to exterior elements, Board approval may be withheld on purely aesthetic grounds within the Board's sole discretion. Plans must be submitted at least three (3) weeks prior to scheduled Board meetings.

- (c) The Managing Agent on behalf of the Executive Board must approve remodel work that is not otherwise subject to the approval of the Executive Board including fireplace remodels, interior plumbing, electrical, lighting and drywall work, tile and floor installations, and appliance replacements. Approval shall be contingent on submission and approval of plans from licensed architects and/or engineers and of all necessary City of Steamboat Springs permits, as applicable.
- (d) The plans for all interior remodel work must be reviewed with the Managing Agent to determine any involvement of General or Limited Common Elements (e.g., bearing walls, windows, structural elements, etc.). Any interior remodel work determined to impact General or Limited Common Elements must be approved by the Executive Board.
- (e) The Executive Board reserves the right to regulate furniture, fixtures, grills, lighting, plantings, shade structures, and appliances on decks and patios, including, without limitation, the right to establish general design parameters for the exterior areas of all Units. No outdoor or patio furniture, barbecue grill, landscaping or plant materials or other personal property or improvements may be placed on any balcony or patio except in accordance with these Rules and Regulations or otherwise specifically approved in writing by the Executive Board.
- (f) Owners may not modify the planters, or plantings within the planters, located on balconies or outside windows without the written approval of the Executive Board, and such approval may be withheld on purely aesthetic grounds within its sole discretion.
- (g) An Owner shall be responsible for costs associated with the Managing Agent's or Board's evaluation of a request that requires review by a consultant or engineer.
- (h) Any approval by the Executive Board or the Managing Agreement may be conditioned upon the Owner and/or its contractor (i) entering into an Indemnity and Hold Harmless Agreement indemnifying the Association and Managing Agent, (ii) naming the Association and the Managing Agent as additional insured under the Owner's and/or contractor's liability insurance, (iii) the posting of a deposit or other security with the Association as determined by the Board, and/or (iv) providing such other protections as the approving party may require.

6.02 Construction Requirements. The Owner of each Unit shall ensure that all construction activity that is performed on the Project or within their Unit is performed in accordance with the following requirements.

- (a) All work (interior or exterior) shall be conducted during established dates and hours set by these Rules, the Executive Board and/or the Managing Agent to help ensure proper supervision, compliance to regulations, and to eliminate nuisance.

- (b) All construction work (interior or exterior) shall be performed between the end of the Steamboat Resort ski season and June 15, and/or between September 15 and December 15. Construction work during any other time of the year will be subject to Executive Board and Managing Agent approval. Flexibility of these dates for emergency repairs will be reviewed on a case-by-case basis.
- (c) All construction work (interior or exterior) shall be performed between the hours of 8:00 am and 5:00 pm Monday through Saturday, unless prior written approval from the Executive Board and Managing Agent has been obtained. Flexibility of these hours for emergency repairs will be reviewed on a case-by-case basis.
- (a) Licensed contractors must be used for all work being done by an Owner. Building permits are required as per City of Steamboat Springs building codes. All contractors, designers, architects, shall provide proof of insurance and all applicable licenses.
- (b) The Owner is solely responsible for damage or loss to the Common Elements, to another Unit or to personal property that is caused by the Owner's decorators, plumbers, contractors, electricians, or other party working under Owner. It is the responsibility of the Owner to ensure that adequate and proper insurance including contractor's liability and workers compensations insurance is confirmed with each particular contractor.
- (c) From time to time as requested by the Executive Board or the Managing Agent, access to the Unit involved in a project must be given to the Board, the Managing Agent and/or its representatives to inspect the execution of the project. The Executive Board or the Managing Agent will notify the contractor or the project Owner prior to such inspection.
- (d) Owners must be especially diligent to keep the hallways, elevators and lobby clean, and to keep all construction dirt, dust and debris confined to the involved Unit. These steps might include, for example, wearing booties or hanging plastic sheeting.

6.03 Antennas and Satellite Dishes. A Unit shall not have items protruding, attached to, or hung from the exterior of a Unit including, without limitation, television, video, radio or wireless signal antennas or satellite dishes unless expressly approved in advance by the Executive Board. Any approved protrusion or device shall be removed by the Owner upon the same no longer functioning or the sale of the Unit. It is acknowledged that one (1) exterior antenna or satellite dishes is permitted, subject to the reasonable regulation of the Board, as follows:

- (a) Antennas and satellite dishes must be screened from view as reasonably determined by the Executive Board.
- (b) 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 Unit are acceptable.
- (c) The antenna or satellite dish will be located as determined by the Executive Board with due consideration for safety and appearance.
- (d) The diameter or diagonal measurement of the antenna or satellite dish shall not exceed one meter.
- (e) The Board shall not impose restrictions that (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal.

6.04 Window Coverings.

- (a) All window coverings must be maintained in good condition and must be removed or replaced if they become stained, torn, damaged or otherwise unsightly in the opinion of the Executive Board or the Managing Agent.
- (b) No windows or glass doors within a Unit may have any reflective or tinted substance placed on them, without prior written approval by the Managing Agent, and such approval may be withheld in their sole discretion. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

**ARTICLE 7
ANIMALS**

7.01 Animals.

- (a) Each Owner may keep domestic pets in the Unit in full compliance with all applicable laws, ordinances, rules and regulations, and licensing requirements.
- (b) Each Owner may decide if they would like to allow tenants to have pets within their residence. Tenants with pets must comply with all restrictions regarding animals contained within the Declaration and these Rules and Regulations.
- (c) All pets must be kept on a leash at all times when outside the Unit and Owners shall immediately pick up after their pets and properly dispose of their waste.
- (d) No pet will be allowed to be tied up or otherwise left unattended outside.
- (e) No animals of any kind shall be bred in the Unit.
- (f) Each Owner shall be held responsible for properly managing, training, and supervising their pets, and shall be accountable for all actions of their pet as well as pets of guests, renters or tenants who stay in their Unit. The Managing Agent shall have sole discretion on any and all issues regarding pets that may be deemed offensive to Owners, the public, or the Association.
- (g) No pet shall be allowed to become a nuisance or to create unreasonable disturbance and Owners shall not harbor a pet which exhibits violent or aggressive behavior to humans or other pets, as determined by the Managing Agent, Executive Board, or City of Steamboat Springs. The Managing Agent or Executive Board may require the permanent removal of any pet immediately if such pet is determined to be a nuisance or a danger, subject to notice and the opportunity for a hearing as provided in the Association's Policy for Enforcement of Covenants and Rules.
- (h) Pet owners shall indemnify the Managing Agent, Executive Board and the Association and hold it harmless against loss or liability of any kind arising from their pet(s) or from pet(s) allowed in their Unit.

**ARTICLE 8
NUISANCES, HAZARDOUS ACTIVITIES AND UNSIGHTLINESS**

8.01 Common Elements.

- (a) Use of the lobby/lounge area, pool area, fitness area, locker room and all other Common Elements shall be subject to all rules regarding noise, lighting, smoking, trash, and damage.
- (b) All Common Elements are intended to be shared among all Owners and guests. No user shall prohibit other users from occupying these spaces at the same time.
- (c) Hours of operation may be posted and must be strictly adhered to.
- (d) All signs regulating Common Elements shall be strictly observed, even if such signs include rules not covered in these Rules and Regulations.

8.02 Noise Prohibited. No sound shall be emitted that is unreasonably loud or annoying.

8.03 Lights. No lights shall be emitted that are unreasonably bright or cause unreasonable glare.

8.04 Holiday Displays. Holiday displays, unless otherwise approved by the Managing Agent (and such approval may be withheld in its sole discretion):

- (a) May be limited by the Managing Agent or the Executive Board to the applicable holiday period or season as they determine in their sole discretion.
- (b) Must be maintained in an attractive condition and may not constitute a dangerous situation or fire hazard.

- (c) Shall be extinguished, either automatically or manually, no later than 11:00pm.
- (d) Shall not include roof anchored or inflatable displays.
- (e) Must comply with the noise restrictions in section 8.02 above.

8.05 Smoking Prohibitions and Regulation.

- (a) Smoking is absolutely prohibited in or on all areas comprising the Project other than within an Individual Air Space Unit of a Unit and is prohibited on balconies, Limited Common Elements and all Common Elements. Further, smoke which escapes from an Individual Air Space Unit into another Unit or Common Element shall be considered a nuisance and subject to applicable remedies against the offending Owner, including, without limitation, the imposition of fines in accordance with the governance policies of the Association. The Association may adopt further Rules and Regulations to further define and regulate smoking.
- (b) 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). Smoking shall not be deemed to include smoke-producing or vapor-producing products involved with customary cooking, grilling or other household practices within a Unit.

8.06 Hazardous Activity. No Person shall conduct any activity on the property that might be hazardous, including, without limitation, the mishandling or discharge of firearms.

8.07 Drones. No drones shall be operated on or above the Property without the prior written consent from the Managing Agent, and such approval may be withheld in its sole discretion.

8.08 Temporary Structures. No temporary structures, trailer, travel trailer, mobile home, camper, or other living unit shall be placed or maintained on the Property except as authorized by the Executive Board. No recreational vehicles shall be used for overnight lodging anywhere within the Property.

8.09 Construction. Normal and approved construction activities conducted in accordance with these Rules shall not be considered to violate the terms of this Article 8.

8.10 Owners Acknowledgement. By accepting the deed to the Unit, the Owner acknowledges that noises, lights and odors commensurate with commercial activities, tram lift activities, resort mountain activities, and public traffic and parking activities exist on or near the Property, at any time day or night. Such activities shall not be considered a nuisance.

8.11 Association Powers. The Association has the power to grant variances from the terms and conditions of these Rules and Regulations from time-to-time as it deems necessary.

8.12 Compliance with Laws. Nothing shall be done or kept at the Property in violation of any applicable laws, ordinances, rules or regulations.

8.13 Compliance with Insurance. Except as may be approved in writing by the Association, nothing shall be done or kept at the Property that may result in the cancellation of any insurance maintained by the Association or that may result in increased rates.

ARTICLE 9 SIGNAGE

9.01 Laws and Regulations. No signs or banners whatsoever shall be erected or maintained on the Property, except signs and banner required by legal proceedings and those permitted by this Article 9 below or otherwise with the written approval of the Executive Board. In addition, all permitted banners and signage

must comply with all applicable laws, ordinances, rules & regulations, and permit requirements imposed by the City of Steamboat Springs and the Association.

9.02 Flags and Signage. The Association shall not prohibit any occupant of a Unit from the display of flags or signs, including, without limitation, political or religious flags or signage, on the basis of their subject matter, message or content, subject, however, to the following:

- (a) No person shall display a flag or sign bearing a commercial message.
- (b) No person shall display any flag that is larger than 36" by 48" in size and no sign that is larger than 9" X 16" in size, in each case without prior written consent of the Association.
- (c) Each Unit shall be limited to no more than one (1) flag and one (1) sign.
- (d) Each Unit shall have no more than one (1) political sign promoting or opposing a candidate for office or a ballot issue may be displayed in the window and, subject to applicable law, no such sign shall exceed 36" by 48" in size.
- (e) The Managing Agent or Executive Board has the authority to limit the location of flags and signs in a reasonable non-discriminatory manner.
- (f) Notwithstanding the foregoing, the Managing Agent or Executive Board has the authority to ban flags or signage that contain profanity (or implied profanity), nudity or sexual content, content that negatively targets race, color, religion, gender, sexual orientation, familial status, marital status, disability, national origin or ancestry, or other content objectively considered offensive. By way of example and not of limitation, an unpopular political opinion shall not be considered offensive on its face absent other objectively offensive content.