

RULES AND REGULATIONS
FOR
WESTHAVEN CONDOMINIUMS ASSOCIATION

The following rules and regulations have been hereby approved and adopted by the Board of Directors of Westhaven Condominium Association pursuant to the Condominium Declaration for Westhaven Condominiums. At all times, each Condominium Unit owner of record will fully comply with these rules and regulations and it will be the unit owner's responsibility to require family members, guests and lessees to comply with all the rules and regulations which are set forth herein. The unit owner will also be fully responsible for any damages done to the common-owned buildings, facilities, grounds, etc. which the unit owner, it's family members, guests or lessees may cause. In the event that a violation(s) occurs, the owner will be given a letter from the Board of Directors, stating the violation(s) and requesting compliance. If such violation(s) still continues a fine will be levied against any owner found to be in violation. The second offense shall be a fine of \$25.00. Repeated offenses will double the price of the fine for each offense, i.e. - \$50.00, \$100.00, etc.

1. ANIMALS. No animals or pets of any nature shall be allowed, kept or maintained at WESTHAVEN CONDOMINIUMS; provided, however, that a unit owner may keep and maintain one domesticated dog or cat (that is, no more than one animal per unit) so long as such pet is not a nuisance or obnoxious or troublesome to any other unit owner, tenant or guest. The right to maintain one domestic dog or cat as herein set forth & shall be subject to the following conditions and reservations;

1.1 Dogs shall be confined inside the unit; provided, however when the pet is not inside the unit, it must be on a leash no longer than 8 feet and will not be left unattended. Persistent or repetitive barking is considered a nuisance.

1.2 When pets are taken outside of the unit the pet owner is required to immediately clean up and properly dispose of any mass made by the pet

1.3 The owner shall assume full responsibility and liability for any damages to persons or property caused by their pet.

1.4 Guests, invitees, and lessees of owner shall not be permitted to keep or maintain any pet on the WESTHAVEN CONDOMINIUM premises.

1.5 The above right to maintain one pet upon the condominium is subject to revocation and termination at any time by the Board of Directors upon its sole determination that such pet is either vicious, annoying other members or otherwise a nuisance.

2. RECREATIONAL EQUIPMENT. No recreational equipment shall be parked, stored or maintained by any unit owner within the WESTHAVEN CONDOMINIUM premises for more than three consecutive nights, unless the same is parked, stored or maintained within the condominium unit or owner's limited common element garage. Recreational equipment is defined as boats, golf carts, campers, motorhomes, trailers of every nature and description, tents or other like equipment or devices. Under no circumstances are trailers or motorhomes to serve as residences with water hookup upon the WESTHAVEN CONDOMINIUM premises.

3. **MOTORCYCLES.** Motorcycles, motor bikes, mopeds, all terrain vehicles, golf carts and other motorized vehicles shall be used within the WESTHAVEN CONDOMINIUM premises only while in use for actual transportation to and from the premises, and not within the premises for recreational, training, testing repair or other nonessential uses, and no such vehicles, even while in use for actual transportation to and from the premises shall be permitted which are excessively noisy or otherwise cause a disturbance to other residents within the premises.

4. **MOTOR VEHICLES.** No more than two motor vehicles shall be kept maintained or allowed within the WESTHAVEN CONDOMINIUM premises for each condominium unit, without the prior written permission of the Board of Directors. No motor vehicles shall remain parked within WESTHAVEN CONDOMINIUM premises unless the same is in good working condition and used for actual transportation, unless the same is kept enclosed in the garage of a condominium unit. In no event may vehicles of any nature be parked outside the condominium parking area for more than two weeks continuously without the permission of the Board of Directors or Managing Agent. Parking of vehicles shall be done in an orderly fashion. Following any substantial snowfall all owners of motor vehicles shall upon request remove the same from the parking area during snow removal operations.

5. **WALKWAYS AND ENTRY WAYS.** The walkways and entry ways within WESTHAVEN CONDOMINIUMS shall at all times be kept free and clear of all obstructions, snow and ice by the unit owner, guest or tenant, as the case may be. No unit owner, guest, invitee or lessee shall park his motor vehicle on, or in any way obstruct free and unlimited access by the owners, guests, invitees or lessees of any other condominium unit.

6. **NUISANCES.** No obnoxious or offensive activity or behavior of any nature shall be maintained or allowed within the WESTHAVEN CONDOMINIUMS. This includes excessively loud and/or offensive playing of music. Each unit owner, guest, invitee or lessee shall occupy and use his condominium unit in a manner that is not offensive to the other unit owners, guests, invitees or lessees. A violation of this rule will result in action taken by the Board of Directors against the owner and/or tenants through the police department.

7. **HOME OCCUPATIONS.** No home occupation which would utilize the condominium unit as a commercial location open to the public will be allowed. No signs, notices or advertisements of a commercial nature shall be exhibited, inscribed, painted or fixed on any part of the outside or inside of the buildings by any owner.

8. **SIGNAGE.** Only signs advertising a particular unit for sale are allowed, either by a real estate agency or by an owner. Such signs must be neatly affixed and must be plainly readable from the road or parking lot, but must not exceed 24 x 30 inches.

9. **TRASH.** No trash, debris or refuse shall be deposited with WESTHAVEN CONDOMINIUMS except within the trash containers furnished at central locations by the Association. No fires or burning of any trash, debris or materials shall be allowed outside of any unit within WESTHAVEN CONDOMINIUMS, except by written permission of the Board of Directors and in compliance with the applicable regulations of the City of Gunnison. It is the individual unit owner's or their contractor's responsibility to make arrangements for removal from WESTHAVEN CONDOMINIUMS promises of any construction or remodeling debris or for the removal of any large non-compactible items, such as furniture, mattresses, etc.

10. **BUILDINGS AND GENERAL COMMON ELEMENTS.** The exterior of all buildings, including the walls, roofs, windows, door and fences, together with the driveways and common land areas, form the general common elements of WESTHAVEN CONDOMINIUMS. No repairs, alterations, maintenance, improvements, nor the affixing or mounting of any devices, items or fixtures shall be made or accomplished thereto without the prior written permission of the Board of Directors. The fences shall not be used for hanging garments or other articles, nor are any clotheslines permitted in the limited common areas.

11. **COMMON LAND AREAS.** The common land area of the general common elements shall be kept and maintained by the Association. No individual shall place, keep or maintain any items of personal property thereon without the written consent of the Board of Directors. Game equipment such as badminton or volleyball nets or croquet sets must not remain in place overnight. The use of general or limited common elements will be made in such a manner as to respect the rights and privileges of other unit owners.

12. **FIREARMS.** No firearms (including BB guns and air guns) shall be discharged within WESTHAVEN CONDOMINIUM premises.

13. **LIBILITY FOR DAMAGE.** Any damage to the general or limited common elements caused by an owner, their children guests, lessees, invitees or pets shall be repaired at the expense of the owner.

14. **LOCKS.** Each unit owner shall have the right, at the owner's discretion, to provide a member of the Board of Directors with a pass key to his respective unit for emergency use.

15. **SAFETY.** In the interest of safety, it should be remembered that the driveways are used for parking, and are not to be used as a playground. A speed limit of ten (10) miles per hour for all vehicles within the project shall be maintained. Play is not permitted around irrigation water, but owners and lessees are advised to caution a persons that they do so at their own risk.

16. **HEAT IN UNITS.** Unit owners are required to set all heating thermostats in their units to at least 45 degrees at all times when freezing weather can occur. If any plumbing is frozen up under any building where the thermostats am not set to 45 degrees in unit(s), the owner of said unit(s) will be required to pay for all costs of thawing out and/or repair of the plumbing effected.

17. **MAINTENANCE.** Each owner and the occupants of a condominium unit shall maintain or cause to be maintained, in good repair, his condominium unit and all of the fixtures therein, and shall promptly pay all charges for utilities separately metered to such unit. No owner may install any plumbing, electrical wiring, windows or air conditioning equipment, except without the written consent and approval of the Board of Directors.

18. **CONTRACTS.** No purchases, service agreements, contracts or other arrangements for the purchase, acquisition or lease of property services of the use or benefit of WESTHAVEN CONDOMINIUM HOMEOWNER'S ASSOCIATION or the general common elements within WESTHAVEN CONDOMINIUMS may be entered into except by action of the Board of Directors of the Association, or its appointed manager.

19. **TENANT LEASES.** Condominium owners have the right to lease their units to those tenants who agree in writing to abide by the rules and regulations as set forth herein. Said

agreement will be included in the original lease and/or sub-lease agreement. No one night rentals shall be permitted.

20. COMPLIANCE OF RULES AND REGULATIONS. Each owner, guest, invitee and lessee agrees to comply with and abide by all rules and regulations set forth above and as the same may be amended or adopted by the Board of Directors from time to time. The above rules and regulations shall in no way alter or amend the Articles of Incorporation, Condominium Declaration or Bylaws of the Association, but shall only be supplemental thereto.

ADOPTED ON JULY 28, 1993.

/s/ Thomas D. Swineford, Secretary
of Westhaven Condominium Association

**FIRST AMENDED RULES AND REGULATIONS
FOR
WESTHAVEN CONDOMINIUM ASSOCIATION**

The following amendment to the Rules and Regulations of the Westhaven Condominium Association, a Colorado non-profit corporation, are hereby approved and adopted by the Board of Directors of the corporation pursuant to the Condominium Declaration for Westhaven Condominiums and Article XI, Section 11.2 of the Bylaws. Unless amended by this document, the Rules and Regulations previously adopted by the Board of Directors on July 28, 1993 remain in full force and effect.

1. ANIMALS, is hereby amended to provide as follows:

No animals or pets of any nature shall be allowed, kept or maintained at Westhaven Condominiums; provided, however, that a unit owner may keep and maintain one domesticated cat so long as such cat is not a nuisance or obnoxious or troublesome to any other unit owner, tenant or guest. The right to maintain one domesticated cat as herein set forth shall be subject to the following conditions and reservations:

1.1 When cats are taken outside of the unit, the cat owner is required to immediately clean up and properly dispose of any mess made by the cat.

1.2 The owner shall assume full responsibility and liability for any damages to person or property caused by their cat.

1.3 Guest, invitees, and lessees of owner shall not be permitted to keep or maintain any cat on the WESTHAVEN CONDOMINIUM premises.

1.4 The above right to maintain one cat upon the condominium is subject to revocation and termination at any time by the Board of Directors upon its sole determination that such cat is either vicious, annoying other members or otherwise a nuisance.

Provided, however, that those unit owners who, on this date keep a domesticated dog in their unit may keep that particular canine in their condominium unit as an exception to this Rule and Regulation only so long as that canine lives. The death of the canine now in occupancy in an owner's unit shall serve to eliminate his exemption.

Adopted on June 17, 1996.

/s/ Kyle Grossman, Secretary