

LANDMARK RESIDENCES ON MOUNTAIN AVENUE ASSOCIATION

RULES AND REGULATIONS

These Rules and Regulations are adopted in accordance with Article 1.35 of the Declaration of Covenants, Conditions, Restrictions and Easements for Landmark Residences on Mountain Avenue recorded with the Larimer County Clerk and Recorder on May 30, 2017 at Reception Number 20170034685 (“Covenants”). The Covenants govern the Planned Community located at 1032 W. Mountain, Fort Collins Colorado (the “Mixed Use Townhome Project”). The Townhome Project is a Mixed-Use Townhome Project consisting of a Commercial Lot and Residential Lots. Capitalized terms are as defined in the Covenants or these Rules and Regulations. In the event of an inconsistency between these Rules and Regulations and the Covenants, the Covenants shall control.

In adopting the Rules and Regulations, it is recognized that the Townhome Project, by its nature, includes certain Common Elements that are owned and managed by the Association (defined below) for the benefit of the Lot Owners. All Owners are Members of the Landmark Residences on Mountain Avenue Association, a Colorado nonprofit corporation (“Association”). Each Owner through the Association is responsible for the preservation of the Planned Community. Owners and their property values may be impacted by the acts, including but not limited to excessive noise, of other Owners. The Covenants provide for mixed commercial and residential uses within the Townhome Project. It is the intention that these Rules and Regulations are to be applied equitably among all Owners.

1. Exterior Appearance.

1.1 Signage. No banner-type signage shall be hung within the Townhome Project without approval of the Executive Board. Window lettering shall have characters not larger than eight inches in height. Non-window signage shall be in approved signage areas. No neon or flashing signage will be allowed that is visible from the exterior of the Building.

1.2 Draperies/Window Coverings. All window coverings visible from the exterior of the Building shall be of a light color or as otherwise approved by the Executive Board.

1.3 Building Protrusions. No protrusions from the Building, including air conditioning units, antennas, fireplace or other vents, shall be allowed without approval of the Executive Board.

1.4 Balconies. No enclosures shall be allowed on any balcony. No objects shall be dropped from balconies or placed on balcony ledges. Balconies shall not be used for storage and shall be kept in a tidy fashion, so as to avoid the appearance of clutter, particularly to passers by. Table umbrellas shall not be allowed on furniture on any balcony area. Dust and other items shall not be shaken from balconies, including shaking of dust mops, rags or clothing. Hanging or draping clothing or placement of clotheslines (including for drying of clothes) shall not be allowed on balcony areas or from Unit windows. Without the approval of Executive Board, wire

fencing or other mesh-type barriers shall not be erected on balcony railings. No plant hangings will be allowed on balconies or balcony railings without the approval of the Executive Board. No barbecues, chimneys, or similar devices fueled by charcoal, wood or liquid fuels, shall be maintained on any balcony. Owners and tenants are allowed to use liquid petroleum-gas cooking devices that have a container less than 2.5 pounds, however larger tanks are prohibited. These include tabletop grills or cooking devices fueled by a 2-pound camping-style propane cylinder or electric appliances that use an infrared or electric element.

1.5 Moving Arrangements. No item shall be moved into any Unit over any balcony without permission from the Executive Board and without first affording all Owners 24-hour notice by posting. No derrick or other apparatus intended for the movement of any item over any balcony shall be installed on any balcony, the exterior or roof of the Building without Executive Board approval. The Executive Board may require that items may only be moved into Units via balcony areas by bonded moving companies and only after such company provides assurance of adequate insurance coverage to the Executive Board.

1.6 Bird Nesting. Each Lot occupant shall ensure that no birds are allowed to nest on exterior areas of the Building. If an Owner is unable to knock down or otherwise remove and bird nesting area, such Owner shall, upon noticing a nesting area, contact the Executive Board.

1.7 Hot Tubs. Hot tubs shall not be allowed on balconies.

1.8 Windows and Window Frames. In the event any window is damaged or broken, the window shall be immediately replaced with the same type of window glass approved by the Executive Board. No Owner shall replace any window glass or window frame except with a glass or frame approved by the Executive Board.

1.9 Satellite Dishes. Lot occupants shall not affix satellite dishes to the exterior of the Building without the prior written approval of the Executive Board. The Executive Board may designate a portion of the Building rooftop as a location for satellite dishes. The Executive Board may impose a limit of one satellite dish per Lot.

1.10 Windows. The Executive Board may determine to clean the exterior Building windows from time to time and perhaps twice per year (e.g. the 1st Monday in April and the 1st Monday in October). Lot Owners shall allow cleaning personnel access through their Lot for window cleaning purposes.

2. Residential Lot Leases.

If any Residential Lot is leased by an Owner, the Owner shall provide a copy of the Lease to the Executive Board upon written request. No Residential Lot shall be leased for any period of less than one month or longer than twenty-four months except with approval of the Executive Board. If any Lot is leased, any leasing Lot Owner shall, at all times, insure that the Executive Board has contact information for the Lot Owner. Any Owner leasing a Residential Lot shall be jointly and severally obligated with the Tenant for any damages or fines caused by or assessed as a result of the activities of the Owner's Tenant or the Tenant's family, guests or invitees.

3. **Pets.**

3.1 **Number.** At a maximum, two (2) pets shall be allowed per Lot.

3.2 **Noise.** No pet which is a threat to other residents, causes damage or unreasonable noise or is not properly supervised shall be kept in any Lot. All pets shall be licensed and properly vaccinated and cared for.

3.3 **Clean-Up.** All pet messes shall be immediately attended to and disposed of. In the event of a Lot occupant's failure to attend to pet messes, the Executive Board may terminate the occupant's right to keep a pet(s) in the Building.

4. **Parking.**

4.1 **Parking Registration.** Each Owner shall provide the Executive Board annually with license plate numbers of any vehicles to be parked in parking areas. These license numbers are to be provided for security reasons. If vehicles with license numbers other than those which have been registered are found parked in any space, such vehicle may be towed by the Executive Board.

4.2 **Guest Parking.** The Executive Board may elect from time to time to issue, or to revoke, one (1) guest parking pass to be issued to Owners on a first come, first serve basis. Owners are encouraged to recommend that their guests utilize public parking as available on neighborhood streets. If available, the guest parking pass may be issued for up to one week at a time.

4.3 **Inoperable Vehicles.** No inoperable vehicle, trailer, recreational vehicle or oversized vehicle or truck shall be parked in any parking space without permission of the Executive Board.

5. **Storage Areas, Bicycles and Mailboxes.**

5.1 **Storage Areas.** Any Residential Unit with a designated storage area shall maintain that storage area in an uncluttered and presentable fashion. No hazardous or flammable materials shall be maintained in any storage area.

5.2 **Bicycles.** Bicycle storage areas shall be maintained within the Townhome Area or its garage. Persons storing bicycles, including bicycles in bicycle racks, shall provide the Executive Board with a description of the bicycle. The Executive Board may place notices on bicycles at any time that that bicycle will be removed within a certain period of time if not claimed. If, after such period, a bicycle is not claimed, bicycle locks may be cut off and the bicycle may be removed.

5.3 **Mailboxes.** Mailboxes are provided for the Residential Townhomes. The Executive Board may place bulletin boards or other areas for posting notices near the mailboxes.

No postings of handbills, notices or other items will be allowed in mailbox areas without the approval of the Executive Board. Mailbox doors are locking and shall be the responsibility of each Owner to maintain that Owner's mailbox.

6. **Roof-Top Patio.** A portion of the rooftop of the Commercial Lot is available for the use of Lot Owners, their guests and invitees as a Roof-Top Patio subject to the Covenants and the terms and conditions of the Roof-Top Patio Lease & Easement Agreement dated January 24, 2019, as amended from time to time ("Roof-Top Patio Lease"). Subject to the terms of the Roof-Top Patio Lease, the Roof-Top Patio is available for the non-exclusive use of Lot Owners, their guests and invitees. An Owner or tenant, or a family member, shall be present at all times when the Roof-Top Patio is used. The Association may supply Rooftop Patio furniture as determined by the Executive Board. All Lot Owners, and Tenants are subject to the terms and conditions of the Roof-Top Patio Lease and these Rules and Regulations including the following:

6.1 Hours of use and access to the Roof-Top Patio is limited to thirty (30) minutes after sunrise and thirty (30) minutes after sunset each day; and,

6.2 No fire, grills or cooking is permitted on the Roof-Top Patio; and,

6.3 No smoking on the Roof-Top Patio; and,

6.4 No use for any purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinances of the City of Fort Collins, Colorado, and no use shall either permit or suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying property adjacent Roof-Top Patio. No loud or inappropriate music, entertainment or fireworks on the Roof-Top Patio; and,

6.5 Guests will not consume unreasonable amounts of alcohol or other intoxicating substances on the Roof-Top Patio; and,

6.6 No commercial food or beverage service on the Roof-Top Patio; provided, however, the customers, guests and invitees of any business enterprise that owns or occupies the Commercial Lot may utilize the Roof-Top Patio, including the consumption of food or drink purchased from such business, subject to the terms of this Lease; and,

6.7 The maximum number of guests utilizing the Roof-Top Patio will not exceed the most restrictive of governmental restriction, insurance company restrictions or the Rules and Regulations of the Association. The Tenant shall neither permit the Roof-Top Patio, or the walls or floors thereof to be endangered by overloading, nor will the Roof-Top Patio be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous; and,

6.8 Subject to additional rules and regulations that may be adopted, and amended from time to time, by the Association; and,

6.9 Subject to the liquor license laws and regulations, including the laws of the State

of Colorado, and the ordinances of the City of Fort Collins, Colorado, that may from time to time require that the owner or tenant of the Commercial Lot that holds a valid liquor license have the exclusive use and control of the Roof-Top Patio for use only by the customers, guest and invitees of the liquor license holder. For the avoidance of doubt, and notwithstanding any contrary term in the Lease or the Rules and Regulations, the rights of the Association and its Members to use the Roof-Top Patio is revoked, the Association is deemed to waive any rights to use the Roof-Top Patio, and the term of the Lease is tolled during any period of time that such governmental laws and regulations require that the owner or occupant of the Commercial Lot have the exclusive use and enjoyment of the Roof-Top Patio; and,

6.10 An Owner of the Residential or Commercial Lot desiring to use the Roof-Top Patio for an event involving more than twelve (12) people shall first obtain the prior approval of the Executive Board, which approval shall not be unreasonably withheld. The Executive Board may condition approval upon a reasonable agreement including by way of example, and not limitation: (i) the payment of a reasonable damage and cleaning deposit; (ii) evidence of event or other appropriate liability insurance; (iii) professional security services; (iv) type of event and entertainment; and/or, (v) post-event professional cleaning of the Roof-Top Patio, or other impacted areas of the Townhome Project. The Executive Board in its discretion may impose a limit on the number of guests anticipated at any single event; and,

6.11 An Owner may submit a reservation request for exclusive use of the Roof-Top Patio one time per calendar quarter on a first come first serve basis. An exclusive use reservation request shall be submitted to the Executive Board, or designated property management company, no sooner than 120 days before, or no later than 30 days before, the requested exclusive use date. The Executive Board, or designated property management company, may request a reasonable damage and a cleaning deposit. Maximum allowable exclusive time for the Roof-Top Patio shall not exceed six (6) hours; and,

6.12 The Lot Owners utilizing the Roof-Top Patio shall be responsible for cleaning and securing the furniture after each use.

Termination of the Roof-Top Patio Lease for any reason does not invalidate or amend the terms and conditions of these Rules and Regulations including the use restrictions. For the avoidance of doubt, the Owner or Tenant of the Commercial Lot remains subject to these Rules and Regulations, including the restrictions on use, that govern any continued use of the Roof-Top Patio.

7. **Trash.** One trash dumpster is provided for all Lots with an additional recycling container. The trash dumpster and recycling container shall remain within the walled trash enclosure. Excessive trash by a single user may be an additional charge to the owner. Any specific containers required for the Commercial Lot will be required to be maintained, free of obtrusive odors, and all items placed within the container. No dumping items outside of any containers is allowed. All private trash receptacles maintained by an Owner shall be stored within the Owner's enclosed garage or other full enclosure constructed pursuant to applicable building Code and regulations.

8. **Landscaping.** Lot Owners may request from the Executive Board, or designated property management company, consent to place additional landscaping outside of their fencing of their Lot, and if any consent is granted such landscaping must comply with the City of Fort Collins landscape policy. Lot owners are encouraged to place seasonal colorful potted plants on porches. At no time, will any Marijuana plants be placed on the exterior of the property per the City of Fort Collins policies.

9. **Enforcement.** The Executive Board shall have the ability to enforce these Rules and Regulations as allowed by the Covenants, including the imposition of fines as provided under the Policy for Enforcement of Covenants and Rules, as may be amended from time to time. As set forth in the Covenants, any fine shall be in addition to actual costs incurred by the board or any owner which may be assessed against an Owner violating or responsible for a violation of these Rules and Regulations.


CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the Landmark Residences on Mountain Avenue Association (the "Association") certifies that the foregoing Landmark Residences on Mountain Avenue Association Rules and Regulations was approved by the vote of at least a majority of the Association's Directors.

Dated this March 27th, 2019.

LANDMARK RESIDENCES ON
MOUNTAIN AVENUE ASSOCIATION,
A COLORADO NONPROFIT
CORPORATION

By:


_____, Secretary