

## THE PLAZA AT WOOD CREEK CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

These Rules and Regulations (“**Rules and Regulations**”) of the Plaza at Wood Creek Condominium Association (the “**Association**”) are hereby adopted by the Board of the Association for the mutual benefit of all of the Owners of the Condominium Project, pursuant to the terms of the Amended and Restated Condominium Declaration for the Plaza at Wood Creek recorded in the real property records of Gunnison County, Colorado, on January 12, 2017, at Reception No. 644353 (the “**Amended and Restated Declaration**”), the Articles, the Responsible Governance Policies, the Bylaws and the authority of the Colorado Common Interest Ownership Act, Section 38 33.3 101, C.R.S., et seq. All capitalized terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to them in the Amended and Restated Declaration.

1. Animals. No animals or pets of any nature shall be allowed, kept, or maintained at the Condominium Project; provided, however, each Owner may keep and maintain domesticated dogs or cats so long as such pets are not a nuisance or obnoxious or troublesome to any other Owner, lessee or guest. The right to maintain domesticated dogs or cats as herein set forth shall be subject to the following conditions and regulations:

1.1 At all times when a domesticated dog or cat is upon the Common Elements of the Condominium Project, the dog or cat shall be under the direct physical control of the Owner. “Direct physical control” means upon a leash not more than seven feet in length held by the Owner responsible for the pet, in a travel cage, or in the arms of Owner responsible for the pet.

1.2 The Owner shall assume full responsibility and liability for any damage to persons or property caused by the pet.

1.3 The Owner shall be responsible for the pick-up and disposal of all animal feces deposited on the Common Elements of the Condominium Project.

1.4 Guests of an Owner shall be permitted to keep or maintain one pet upon the Condominium Project, provided that each guest shall pay a nonrefundable pet fee in the amount of \$50 per day of occupancy in a Residential Unit to the Association.

1.5 Lessees of an Owner with a short-term lease or rental agreement, pursuant to the terms and conditions of Section 4.7(c) of the Declaration, shall be permitted to keep or maintain one pet upon the Condominium Project, provided that such lessee shall pay (i) a nonrefundable pet fee in the amount of \$50 per day for any period of occupancy in a Residential Unit less than one week in duration or (ii) a nonrefundable pet fee in the amount of \$250 for any period of occupancy in a Residential Unit that exceeds one week in duration.

1.6 Lessees of an Owner with a long-term lease, pursuant to Section 4.7(b) of the Declaration, shall be permitted to keep or maintain one pet upon the Condominium Project, provided that each long-term lessee shall pay a nonrefundable pet fee in the amount of \$250 per lease term to the Association.

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1.7 The right to maintain a pet upon the Condominium Project is subject to revocation and termination at any time by the Board in its sole discretion that such pet is either vicious, a nuisance, obnoxious, or dangerous to any Owner, lessee or guest.

2. Occupancy of Common Elements.

2.1 Owners, guests and lessees shall maintain as low a noise level as is reasonably possible at all times, and in no event may maintain noise levels which are offensive to other Owners, guests and lessees within the Condominium Project, particularly between the hours of 10:00 p.m. and the following 8:00 a.m.

2.2 Owners, guests and lessees shall not use the Common Elements, including the Recreational Amenities, within Condominium Project as play areas.

2.3 No Owner, guest or lessee shall solicit sales or distribute advertising materials upon the Common Elements of the Condominium Project without the prior approval of the Board or the Managing Agent.

2. Recreational Equipment. No recreational equipment shall be parked, stored, or maintained in the Parking Garage for a period of more than two weeks without the permission of the Board or the Managing Agent. "Recreational Equipment" means boats, campers, and trailers of every nature and description, tents, snowmobiles, motorcycles, or other similar equipment or devices.

3. Home Occupations. No home occupations of any nature shall be allowed within the Residential Units or the Employee Housing in the Condominium Project.

4. Motor Vehicles. No more than two motor vehicles shall be kept, maintained, or allowed in the Parking Garage for each Residential Unit. No motor vehicles shall remain parked in the Parking Garage unless the same are in a good working condition and used for actual transportation.

5. Compliance with Rules and Regulations. Each Owner, guest and lessee agrees to comply with and abide by these Rules and Regulations, as the same may be amended or adopted by the Board from time to time. These Rules and Regulations shall in no way amend or alter the Amended and Restated Declaration, the Articles, the Responsible Governance Policies or the Bylaws.

6. Violation of Rules and Regulations. The Responsible Governance Policies shall govern any financial penalties and procedures for violations of these Rules and Regulations.