

RULES AND REGULATIONS
BRUSH CREEK VILLAGE HOMEOWNERS ASSOCIATION
Effective January 3, 2011

Pursuant to the Declaration of Brush Creek Village (“Declaration”), the Executive Board (“Board”) of Brush Creek Village Property Owners Association (“Association”) has adopted the following rules and regulations to govern the use and enjoyment of Brush Creek Village (“Project”). The following rules and regulations, except as otherwise expressly stated, apply to all Owners and their families, lessees, employees agents, invitees and guests with respect to the use of the Units and any other portion of the Project. Defined terms not specifically defined in these Rules and Regulations shall have the meaning attached to such terms in the Declaration.

I. Use.

1. The Project shall be used for residential purposes and for services, activities and recreation in conjunction with such residential use.
2. Lease Requirements. An owner of a Unit shall have the right to lease his Unit upon such terms and conditions as he may deem advisable, subject to the following. Any lease shall be in writing and shall provide that the lease is subject to the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association and these rules and regulations. No parking space may be leased to or used by anyone other than an occupant of a Unit. Any failure of a lessee to comply with the terms of the Declaration, the Articles of Incorporation or Bylaws of the Association or these Rules and Regulations shall be a material default under the lease enforceable by the Association. Each Owner shall keep on file at the offices of the Association (1) a copy of any current lease between the Owner and his tenant; (2) the tenant and owner information form; and (3) a copy of the current rules and regulations signed by the tenant.
3. All members subject to these rules and regulations shall respect the peace of their neighbors. In no event shall any such person play musical instruments, shout or operate audio equipment that may be heard outside that person’s unit between the hours of 10:00 p.m. and 8:00 a.m.
4. Each owner, member, guest or tenant is required to know and abide by the governing documents and rules and regulations of the Eagle Ranch Association, and the Wildlife Mitigation Agreement.

II. Residence Exteriors

1. No owner, member, guest or tenant may make any changes to the exterior of any buildings or the Common Areas without first applying to and obtaining the written authorization of the Executive Board. Any resident wishing to install an Owner-Installed Improvement such as, but not limited to, play structures, decks, patios, gardens, fences or must obtain approval of the Executive Board and shall be required to maintain and insure such improvements at their own expense. The Owner of the Unit shall maintain all Owner-Installed improvements in the backyard in a slightly condition. There shall be no reapportionment of Assessments despite any reduced maintenance area by the Association.

2. No Owner, member or tenant shall install satellite dish, television or radio antennae, machines or air conditioning units on the exterior of the project (including any part of the balcony), or protrude through the walls or roof of the unit without first applying to and obtaining the written authorization of the Executive Board. Any fixture permitted to be attached to the exterior of a building shall be painted to match the exterior color of the Building.
3. No personal or household articles shall be placed or stored on or in any of the Common Area or exterior maintenance area. These shall include, but are not limited to, bicycles, sports equipment, or any unsightly materials. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles left or stored in any Common Area.
4. The Association shall maintain all lawn, trees and other vegetation except for any Owner-Installed Improvement.
5. Any damage to general common elements or landscaping shall be repaired at the expense of the person or persons causing the damage.
6. Owners are responsible for the snow shoveling of their backyard walkways and decks. The Association provides shoveling of all front yard and common walkways, but does not represent or guarantee that all common walkways will be kept clear at all times. Conditions of these walkways depend on snowfall and the availability of labor.
7. No charcoal grills, smokers or open flames are allowed on balconies, patios or any Common Area. Outdoor gas and electric cooking devices are permitted.
8. Balconies, patios and decks shall be used only for the purpose intended and not for storage of personal articles such as sporting equipment, toys, strollers, trash cans, pet dishes, for drying of garments, cleaning of rugs etc. No alterations may be made to these areas without first applying to and obtaining the written authorization of the Executive Board.
9. All outside decorating and/or lighting must be clean and in good repair at all times. The color, size, style and design must be appropriate to the character of the structure, neighborhood and surrounding environment. Items are restricted to display or use on the deck or porch only and may not be displayed or used on sidewalks, grounds or common areas without prior written permission. Owners are responsible for any damage to property from installation of decoration or lighting. Seasonal holiday decorations are limited to display three (3) weeks before and two (2) weeks after the holiday. Container gardening is allowed from May 1 to November 1. All gardening containers, pots, brackets, etc. must be stored out of site when not in use with live plants or other appropriate decoration. American flags only, not larger than 3'x5', may be displayed on front porch by standard wall mount bracket.

III. Vehicles and Parking.

1. All garages shall be used for vehicle parking and storage purposes only. Garages may only be used by occupants of a Unit. In no event shall any garage be used for commercial or manufacturing purposes, nor shall any loud noise, nuisance, or excessive utility use be permitted. The garages and driveways shall be used primarily for parking of cars and trucks used routinely for transportation by an occupant of the Unit. Therefore, no Owner shall use such Owner's garage in a manner that would preclude the parking of one car or truck within the garage. No parking of inoperable vehicles, unlicensed or unregistered vehicles or vehicles not routinely used for transportation by an Occupant of a unit shall

be permitted within garages or on driveways. Per County Code, garages cannot be converted to or used for habitation. Driveways are not to be used as storage by any vehicle at any time. "Storage" as it applies to motor vehicles shall mean and refer to any vehicles that are not regularly used by an Owner or Tenant.

2. No motor vehicles shall impede snowplowing of any Association-maintained areas including parking spaces, driveways and roadways. All motor vehicles shall be moved at least once every 72 hours to allow access for snowplowing. No vehicles may be stored upon the Association's property at any time of the year. "Storage" as it applies to motor vehicles shall mean and refer to any vehicles that are not regularly used by an Owner or tenant. If any motor vehicles are suffered or allowed to impede snowplowing, or are unlicensed and/or not moved at least every 72 hours, or belong to anyone other than an Owner, tenant, invitee or guest of an Owner, or, in the reasonable judgment of the Association are stored upon the Association's property, whether or not moved every 72 hours, such vehicle or vehicles may be towed not sooner than 72 hours after placing notice of such violation upon the motor vehicle. Owners and tenants shall notify management if vehicles will not be moved due to extended absence. Unlicensed or unregistered vehicles are not allowed to be parked anywhere on Association-maintained property at any time.
3. No repairs to motor vehicles shall be undertaken on the Project except within an Owner's designated garage.
4. No street, driveway or parking area, unless specifically designated by the Association for such use, shall be used as a parking, storage, display or accommodation area for any type of commercial vehicle, vehicle or hire, or vehicle commonly used in the direct production of income (unless $\frac{3}{4}$ ton or less, unsigned and with all tools and equipment, including ladders, stored so that they are not visible from the street), house trailer, motor home, camper or any type of trailer, except as a temporary expedience for loading, delivery, emergency, etc.
5. Parking on the streets by Owners, Tenants or their Guests is prohibited at all times

IV. Pets.

1. Owners or tenants are allowed a total of two dogs, cats or other common household pets per Unit.
2. All dogs must be on a leash or under the immediate control of their owner or responsible person at all times. Immediate control means that the owner or responsible person is within ten feet (10') of the dog and can exhibit voice control over the dog.
3. Dogs may not be tethered, tied, chained or leashed to an object, plant, or tree anywhere on the Property.
4. Pet owners are responsible for the conduct of their pets and shall not allow them to create any inconvenience, unreasonable noise, hazard or unsightly mess on the common areas or adjoining property. Owners are responsible for the immediate clean up of their pet's waste and for any damage caused to the property by their pets.

V. Garbage & Trash.

1. The Association provides outside garbage containers. All garbage shall be placed in sealed plastic bags and disposed of in the garbage containers provided. There is to be no trash or storage of any kind on any Common Elements.
2. No storage of trash will be permitted outside of any unit. No littering of trash in Common Areas is allowed.
3. Owners and renters are not allowed to use the dumpsters for adjacent property owners.
4. Owners are responsible for disposal of items requiring special treatment including, but not limited to, tires, appliances, furniture, or hazardous materials.

VI. Insurance.

1. Nothing shall be done within the Project which might result in an increase in the premiums of insurance obtained for any portion of the Project or which might cause cancellation of such insurance.
2. Each owner must carry adequate personal property contents insurance pursuant to the Declaration.

VII. Miscellaneous.

1. Nothing shall be done within the Project that would be in violation of any statute, rule, ordinance, regulations, permit or validly imposed requirement of any governmental body. The Board may adopt a fine structure to enforce these Rules and Regulations, which is subject to change.
2. Pursuant to the Declaration, the Board may promulgate such additional rules and regulations from time to time as the Board may deem necessary for the safety, care, cleanliness and maintenance of the Project.

VIII. Enforcement.

Violations are divided into three categories, Type I, Type II, and Parking/Vehicle: Type I are violations that can be corrected immediately. Type II are violations that require time to correct, such as unauthorized alterations to the unit. Second, third, and subsequent, offenses/violations are defined as failure to correct the offense/violation by the date specified on written notice, or repeat offenses/violations of the same section of the Declarations and Rules and Regulations within a six month period.

Type I and Type II Violations:

All Type I and Type II violation notices must be in writing and second and subsequent violation notices must be sent certified mail, from the Management Company, on behalf of the Board of Directors, to the owner(s) of record. This written notice must identify the specific violation and cite that section of the Covenants, Conditions and Restrictions and/or the Rules and Regulations that is being violated. The notice must give the date by

which the violation must be corrected for Type I violations. Homeowners that receive a Type II violation must notify the Board of Directors through the Management Company within ten (10) calendar days, in writing, of their plan to correct the offense. Finally, the notice must provide guidelines for the owner(s) to request a hearing if the owner(s) dispute the violation.

First Notice of Offense/Violation:

Written notice/warning letter to the owner(s). Owner(s) who receive a notice of a Type I violation must correct the offense/violation within ten (10) calendar days of the date on the notice to the Owner(s). Owner(s) who receive a notice of a Type II violation must notify the Board of Directors through the Management company, in writing within ten (10) calendar days of the date on the notice to the Owner(s), giving the date by which the offense/violation will be corrected and how it will be corrected.

Second Notice of Offense/Violation:

Failure to respond or comply with the First Notice of Offense/Violation within the noted time frame will result in a Second Notice of Offense/Violation sent certified mail. Owners who receive a second notice must correct the offense/violation within ten (10) calendar days of the date on the second notice. Failure to respond to the second notice within ten (10) calendar days will result in assessment of a \$50.00 fine against owner of the property where the offense/violation has occurred.

Third Notice of Offense/Violation:

Failure to respond to the Second Notice of Offense/Violation within the noted time frame will result in a Third Notice of Offense/Violation sent certified mail. Owners who receive a third notice must correct the offense/violation within ten (10) calendar days of the date on the third notice. Failure to respond to the third notice within ten (10) calendar days will result in assessment of a \$100.00 fine against the owner of property where the offense/violation has occurred. An additional one hundred dollar (\$100.00) fine will be assessed for each subsequent month the offense/violation is not resolved. The homeowner(s) will be assessed any and all legal fees/costs related with such offense/violation.

Parking/Vehicle Violations:

All Parking/Vehicle violation notices must be in writing and shall be conspicuously placed upon the vehicle and delivered by U.S mail, first class postage prepaid, to the Owner of the Unit or to owner of such vehicle (if such owner can be reasonably ascertained). This written notice must describe the vehicle, identify the specific violation and cite that section of the Covenants, Conditions and Restrictions and/or the Rules and Regulations that is being violated. The notice must give the date by which the violation must be corrected. Finally, the notice must provide guidelines for the owner(s) to request a hearing if the owner(s) dispute the violation. If the vehicle is not removed or the offense/violation corrected within ten (10) days, a written notice that the vehicle will be towed shall be conspicuously placed upon the vehicle and the Association shall have the right to remove the vehicle at the sole expense of the owner of such vehicle if the vehicle is not removed or the offense/violation corrected within seventy-two (72) hours. At the discretion of the Management or Board of Directors, any Parking/Vehicle Violation may

be treated as a Type I offense and enforced as such if it is deemed impractical or undesirable to pursue removal of the vehicle.

Homeowners Right to Hearing

Homeowners who receive a Notice of Offense/Violation may request a hearing to respond and/or dispute the alleged offense/violation. Such request must be made in writing to the Board of Directors through the Management Company within the time period given to correct or resolve the issue. The Board of Directors shall meet within thirty days (30) to hear both sides of the issue and render a decision. A written notice of the decision shall be provided to the owner(s) within ten (10) days of the hearing. The decision shall be final and binding. The homeowner(s) will be assessed any and all legal fees/cost related with such offense/violation.

THE BOARD OF DIRECTORS RETAINS THE RIGHT TO TAKE CORRECTIVE ACTION AS PROVIDED IN THE DECLARATION FOR BRUSH CREEK VILLAGE, ARTICLE 5, SECTION 5.5 (OWNER'S FAILURE TO MAINTAIN OR REPAIR) AND/OR ARTICLE 19, SECTION 19.6 (ENFORCEMENT) IN THE EVENT THE HOMEOWNER REFUSES TO COMPLY WITH THE NOTICE.