

RULES AND REGULATIONS FOR RED HAWK CROSSINGS

THESE RULES AND REGULATIONS (the “Rules and Regulations”) are adopted by RED HAWK CROSSINGS, a rental townhome community (“Red Hawk Crossings” or the “Community”), by the owner of the Community, Red Hawk Crossings, LLC, a Colorado limited liability company (“Owner”).

W I T N E S S E T H :

WHEREAS, the Owner of Red Hawk Crossings has promulgated the following Rules and Regulations for the purpose of protecting and enhancing the rights and interests of the residents of Red Hawk Crossings, and preserving the quality of the Community;

NOW, THEREFORE, the Owner of the Community hereby establishes, makes and adopts the following Rules and Regulations of the Community, which are hereafter subject to periodic change as may be directed from time to time by the Owner of the Community:

ARTICLE I

DEFINITIONS

All capitalized terms herein shall have the meaning provided herein.

ARTICLE II

USE RESTRICTIONS

Section 2.01. Use of Townhome and Community. The Community includes sixty (60) residential, rental townhomes (the “Townhomes”, or individually, a “Townhome”). No Townhome located within the Community shall be used for any purpose other than housing and the related common purposes for which the Community was designed with respect to the Townhomes. Each Townhome shall be used as a residence for a single family or such other uses as are permitted by these Rules and Regulations, and for no other purpose whatsoever. No Townhome or other portion of the Community may be used for any purpose which is unlawful or which fails to comply with the Rules and Regulations, or which constitutes a nuisance or disrupts the reasonable use and enjoyment of the property by other tenants within the Community.

Section 2.02. General Use Restrictions.

(a) No tenant or occupant shall operate any machines, appliances, electronic devices, accessories or equipment in such a manner as to cause, in the judgment of the Owner or property manager, an unreasonable disturbance or nuisance to others, or cause any damage to or overloading of any mechanical, electrical, plumbing, or any other system serving the Community. So as not to disturb other tenants, there will be no noxious smells or odors, or loud noises or playing of musical instruments, radios, stereos,

televisions, etc. in such a manner as to disturb or annoy other tenants or residents. Volumes shall be appropriate between the hours of 10:00 p.m. to 8:00 a.m., and at all other times, as determined by the Owner or property manager. Nor shall any resident or tenant engage in any activities which are or might be unsafe or hazardous to any other resident or tenant of the Community, or their guests, invitees, or licensees.

(b) Each tenant shall maintain his/her unit within the Community in good condition and in good order and repair, at the tenant's expense, and shall not do or allow to be done in his/her Townhome or within the common areas of the Community anything which may increase the cost or cause the cancellation of insurance on other Townhomes or on the common areas of the Community, or increase any risk of loss to said Townhomes or the common area within the community. This shall include, but not be limited to, use of the roadways, streets, sidewalks, and paths within the community for ingress and egress to the public roadways, as opposed to play areas, recreation areas, parks, or other uses for which the common areas are not designed or intended to be used.

(c) All activities conducted within the common areas of the Community, including, but not limited to, the streets, courtyards, and sidewalks must be conducted in a safe fashion which protects all participants in the activities from potential injury. Such activities must be conducted in a fashion which is visible to any automobile drivers, including, but not limited to, persons who are driving into and out of garages, or persons who are operating automobiles in the streets.

(d) No industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Townhome except as hereinafter provided in Section 2.02(e).

(e) The Townhome restrictions set forth in Sections 2.01 and 2.02(d) of the Rules and Regulations shall not, however, be construed in such a manner as to prohibit a Townhome resident or tenant from: (i) maintaining his/her personal professional library in a Townhome; (ii) handling his/her personal business or professional telephone calls or correspondence from a Townhome; (iii) maintaining a computer or other office equipment within a Townhome; or (iv) utilizing administrative help or meeting with business or professional associates, clients or customers in the Townhome, so long as such meetings do not disrupt the use of other Townhomes or the common areas by other residents or tenants within the Community. The allowed uses set forth in items (i) through (iv) above are expressly declared customarily incident to the principal residential use of a Townhome within the Community, and not in violation of Section 2.01 or Section 2.02(d) of the Rules and Regulations. Any accessory business use of a Townhome permitted by this Section, must be in compliance with all applicable statutes, ordinances and governmental regulations, must not have any adverse impact on the Owner or the other residents or tenants of the Community, including but not limited to unreasonable use of the common elements and insurance concerns, and must be conducted in accordance with these Rules and Regulations.

Section 2.03. Pets. No animals of any kind, including, but not limited to, dogs, cats, livestock, poultry, lizards, snakes and birds, shall be kept, maintained or raised within the Community, including the Townhomes, except as follows:

(a) No more than a total of two (2) personal household pets may be kept and raised within any Townhome. The Owner or property manager may prohibit keeping within a Townhome certain breeds or kinds of dogs, cats and birds, and other pets, restrict the size of such pets, and impose conditions and restrictions upon keeping such pets, based upon a specific determination that such type or size of pet or that more than one of a particular type of pet may constitute a safety concern or nuisance to other residents and tenants within the Community.

(b) No animal of any kind may be bred or boarded for commercial purposes within any Townhome.

(c) No animals shall be kept or raised within any Townhome for any commercial purpose.

(d) All tenants and residents shall immediately pick up and bag waste and generally shall clean up after their pets and dispose of their pet's refuse in a suitable container as defined from time to time by the Owner or in garbage receptacles located within a tenant or resident's own garage.

(e) Pets shall not be allowed to damage grass, shrubs, trees or any other portion of the Community or to become a nuisance or annoyance to others. Expenses and costs incurred by the Owner as a result of damage caused by any pet shall be reimbursed to the Owner by the owner of the pet responsible for causing the damage.

(f) Pets shall not be allowed outside of a tenant or resident's Townhome unless restrained by its owners with a suitable leash and under the direct control of the pet's owner.

(g) Pets shall not be leashed, chained or tethered to any building, stake, sprinkler, fence, trees or other improvements or landscaping contained within the Community or any of the common areas or common elements or otherwise left unattended.

(h) Townhome residents and tenants agree to comply with:

(i) current inoculations of pets as required by applicable Department of Health guidelines; and

(ii) all other applicable governmental laws and regulations pertaining to keeping, maintaining or raising a pet.

Section 2.04. Signs. Except to the extent in conflict with applicable law, and except for the right of the Owner or its agents to post signs at its discretion, no signs or advertising devices of any nature shall be displayed, hung, stored or used on any part of

the Community, including outside any Townhome, within any Townhome in such a manner as to be visible from any location outside of such Townhome, or in any hallways or elsewhere on the Community, without the prior written permission of the Owner, in its sole discretion.

Section 2.05. Trash.

(a) No resident or tenant shall sweep or throw any debris on or into the common areas of the Community. Townhome tenants, residents, occupants and guests shall keep all common areas within the Community free from trash and debris. Disposition of garbage and trash shall be by the use of garbage cans and receptacles maintained within each tenant or resident's garage, in strict accordance with the rules and regulations adopted or approved by the Owner from time to time, and consistent with any applicable statute, ordinance or governmental regulation. Trash receptacles shall not be used for the disposal of hazardous waste or large items such as, but not limited to, building materials and large quantities of landscape materials, furniture, appliances or hot water heaters. Removal of these items from the property is the responsibility of the party who owns or controls such items.

(b) All roadways and walkways shall be clear for emergency traffic, except for reasonable and appropriate use of designated loading zones. No cars, furniture, bicycles, barbecues, toys or other items of personal property shall be stored, left or parked on a roadway, walkway or any other place within the common areas within the Community.

(c) The Owner and property manager assume no liability for any loss or damage to articles left or stored in any common area within the Community, nor for the improper or unauthorized use of any of the common areas within the Community.

Section 2.06. Flammable Substances. No flammable, combustible or explosive fluids, chemicals or substances shall be kept within the Community except those required for normal household use. In no case shall flammable, combustible or explosive fluids, chemicals or substances be stored upon porches or adjacent to parked cars in any garage within the Community, with the exception that gas grills may be stored within a tenant's garage.

Section 2.07. Parking.

(a) Parking is permitted only in specified areas. Each Townhome's parking is allowed inside the garage only; there shall be no parking in the driveway areas adjacent to the garage directly behind the garage door or in any other portion of the driveway. No vehicle may be parked in such a manner as to impede the driveway or any sidewalk or prevent ready access to any entrance or exit of a building or parking space, nor shall any vehicle be parked on any grass or sidewalks of the Community, block garbage trucks from access to any trash receptacles located in the Community, or be parked in a fire lane or designated "no parking" area.

(b) All vehicles parked at the Community must have current license plates. Inoperative or abandoned vehicles may not be parked on any part of the Community. Vehicles shall be deemed to be abandoned or inoperative if they meet one or more of the following criteria:

(i) has not moved from location for seventy two hours (72) hours or longer, except with the written permission of the Owner;

(ii) the vehicle has a flat tire or other condition rendering it inoperable;

(iii) does not have current license plates; or

(iv) is in an obvious state of disrepair, such as a missing tire, smashed window, missing or damaged body panel or other parts, or the vehicle is on jacks or blocks.

(c) Motorcycles' kickstands must have a block of wood, or some other method to support the stand when in use, so as not to damage the surface beneath.

(d) Except for tire changes, no vehicles may be worked on within the Community unless approved by the Owner.

(e) Vehicles in violation of parking regulations are subject to being towed at vehicle owner's expense and or being fined by the Owner or property manager.

(f) Townhome residents and tenants shall be responsible for guests and other invitees not violating any of the vehicle use and parking restrictions set forth in these Rules and Regulations.

(g) There is very limited visitor parking at the Community. A tenant or residents guests and other invitees may only use designated areas for guest parking within the Community.

Section 2.08. Occupancy.

(a) **Occupancy.** No resident or tenant shall permit his/her Townhome to be occupied by more than two persons multiplied by the total number of bedrooms in the Townhome, except that any child under the age of one year shall not count toward the above occupancy limit.

Section 2.09. Household Items. Rugs, clothing or other household items may not be hung from any window, porch, fence or facade of the buildings. No clothesline of any type shall be allowed which is visible from the common areas, the street or any neighbor's Townhome. Porches are for the storage of standard size outdoor furniture and potted plants only. No boxes, bikes or trash may be stored on the porches. In order to provide a uniform appearance from the exterior of the Townhomes, no resident or tenant shall display, store or use any articles outside the Townhome or which may be visible from the outside of their Townhome (other than draperies, curtains or shades of a

customary nature and appearance with a white or off-white exterior), or paint or decorate or adorn the outside of the Townhome, or install outside the Townhome any canopy or awning or outside radio or television antennae or other equipment, fixtures or items of any kind, without the prior written permission of the Owner, in its sole discretion.

Section 2.10. Fireworks. No fireworks or firearms may be fired or discharged within the Community.

Section 2.11. Wiring; Air Conditioning. No Townhome resident, tenant, occupant or guest may install exterior wiring for electrical or telephone installation or for any other purpose, nor shall any items, including but not limited to, television, satellite dish, cable, or radio antennae, furnace or other vent, machines or air conditioning Townhome vents, be installed on the exterior of the buildings or the common areas or protrude through the walls or the roof of any of the Townhome improvements, except as may be authorized in writing by the Owner, in its sole discretion.

Section 2.12. Satellite Dishes/Television Antennas. No satellite dishes, television antennas, internet, cable or phone wiring or transmission devices, or other wires or transmission devices shall be allowed to be installed on any of the Townhomes, except as may be permitted by the property manager or the Owner, in their sole and absolute discretion, as may be needed to permit television, cable, internet, or phone signals to any Townhome through a property manager and Owner-approved, Community-wide provider.

Section 2.13. Bikes. Bikes shall be stored inside a Townhome or the garage and shall not be locked to any porch or common area within the Community. Tenants and residents, and not the Owner, are solely responsible for securing their bikes and for any theft or damage to any bike.

Section 2.14. Porches. Porches are intended for personal recreational use and may not be used for storage or other purposes, except that seasonal furniture and seasonal plants in leak-proof containers may be kept on porches in season. No boxes, trash, bicycles, motorized vehicles, grills, or tires may be stored on the porches. No charcoal grills shall be used on the porches, except for propane or natural gas grills and then only in compliance with local zoning rules and governmental ordinances. All unattached items must be secured when not in use so as to avoid being blown off the buildings or porches by wind. No object of any type may be thrown, dropped or otherwise cast off the porches. Loud or otherwise disturbing activities on the porches are prohibited. The cost of repairs to a porch caused by a tenant or resident or any of their guests or invitees will be assessed against the tenant or resident involved. Structures or other improvements may not be constructed on a porch unless approved in writing by the Owner, in its sole discretion. Routine maintenance of porches is the responsibility of the resident or tenant of the Townhome served.

Section 2.15. Landscaping. Landscaping of the common areas within the Community is overseen by the Owner and property manager. Residents and tenants

may not plant trees, bushes, or shrubs in the common areas, and may not remove, trim or otherwise alter any trees, shrubs, bushes, or flowers or other landscaping items in the Community. Under no circumstances are any motorized or non-motorized vehicles permitted on the landscaped areas of the Community. Residents and tenants may not modify any irrigation system or adjust irrigation or lighting time clocks. If a resident identifies any irrigation, lighting, downspout, drainage or other problem within the Community, they should promptly report it to the property manager. If a resident or tenant has a hose or sprinkler near their Townhome, they are cautioned about watering within five (5) feet of their foundations, and requested to detach hoses from faucets before any freezing temperatures are expected.

Section 2.16. Non-Delegation. No resident or tenant may assign, delegate, transfer, surrender or avoid the duties, responsibilities and liabilities of a resident or tenant hereunder, or any other rules and regulations hereafter adopted or implemented by the Owner or its property manager; and any such attempted assignment, delegation, transfer, surrender or avoidance shall be deemed null and void.

ARTICLE III

ENFORCEMENT

Section 3.01. Complaint. Any complaint which alleges a violation of these Rules and Regulations shall be made in writing and shall contain substantially the same information as that set forth in the statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:

- (a) the name, Townhome number and telephone number of the complaining party;
- (b) the name and Townhome number of the alleged violator;
- (c) the specific details or description of the alleged violation, including the date, time and location where the violation occurred;
- (d) a statement by the complaining party that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary; and
- (e) the signature of the complaining party and the date on which the complaint is made.

Section 3.02. Notice of Violation. The Owner and property manager shall be notified of the complaint and alleged violation by the property manager or its duly authorized agent. If the complaint is based on conduct of a tenant or resident's subtenant, guest or invitee, such party shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Owner or property manager in a form similar to that which is attached hereto as Exhibit B ("Notice of Violation").

Section 3.03. Cure and Remedy. Beginning on the day after a tenant receives a Notice of violation, the tenant shall have an initial five (5) day period to cure the violation. If a tenant fails to correct the violation during the cure period, Owner shall be permitted to commence eviction procedures. As detailed in tenant's lease, an eviction procedure shall not otherwise relieve tenant of its obligations under the lease, including, but not limited to, continued payment of monthly rent.

Section 3.04. Repeat Violation. If the tenant has received a Notice of Violation for the same or similar type of violation within one (1) year immediately preceding the date of the subject Notice of Violation, then the tenant shall be considered a repeat offender, and the cure period provided for under Section 3.03 shall be reduced to three (3) days.

Section 3.05. Notices. Time is of the essence of this policy. Notices are deemed delivered either:

- (a) at the time of delivery if by personal delivery; or
- (b) at the time of delivery if sent via email; or
- (c) on the second business day after deposit in the United States Mail.

Section 3.06. Non-Exclusive Remedies. The remedies provided for herein are not exhaustive or exclusive, and the Owner or property manager may, in their discretion and in addition hereto, take any action provided at law, in equity, or otherwise to prevent or eliminate violations thereof these Rules and Regulations.

ARTICLE IV

MISCELLANEOUS

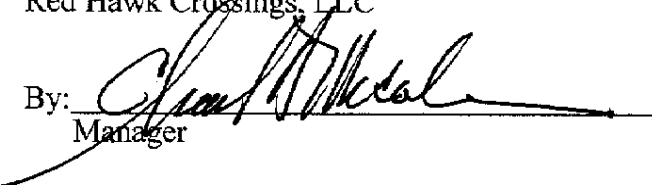
Section 4.01. Lease Prevails. In the event that there is any inconsistency between the provisions of these Rules and Regulations and the lease of any Townhome, the terms the Lease shall prevail.

Section 4.02. Amendment. The Owner may amend, supplement, repeal, replace or modify these Rules and Regulations from time to time as it deems appropriate or convenient, and tenants and residents agree to abide by any such changes when and as made to the Rules and Regulations by Owner.

Section 4.03. Application and Effect. All persons residing in the Community must observe and abide by these Rules and Regulations. Tenants and residents will be responsible for compliance with these Rules and Regulations by their children, co-tenants, sub-tenants, guests, invitees, and licensees.

N WITNESS WHEREOF, the undersigned Manager of the Owner certifies adoption of the foregoing Rules and Regulations of Red Hawk Crossings on the 2 day of May, 2016.

Red Hawk Crossings, LLC

By: 
Manager