



RIVER RUN COLORADO RULES AND REGULATIONS

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EXHIBITS

EXHIBIT "A" PET RULES AND AGREEMENT

EXHIBIT "B" REPAIR OR REPLACEMENT, OR INSTALLATION OF NEW ACCESSORY STRUCTURE OR LANDSCAPING

EXHIBIT "C" GRIEVANCE AND APPEAL POLICIES AND PROCEDURES



RIVER RUN COLORADO

**Under development by River Run Colorado QOZB, LLC,
a Delaware limited liability company**

RULES AND REGULATIONS

1. INTRODUCTION

These Rules and Regulations have been developed to assure the fair and consistent operation of River Run Colorado (the “Project”) and the maintenance of good relations with its residents.

All capitalized terms appearing in these Rules and Regulations are defined in Section 3 below.

2. RULES AND REGULATIONS INCORPORATED INTO PARCEL GROUND LEASE

The following Rules and Regulations are a part of the Parcel Ground Lease executed by Owner and River Run Colorado QOZB, LLC, “Developer” of the Project. A violation of these Rules and Regulations is also a violation of the Parcel Ground Lease. Further, any violation of the Parcel Ground Lease shall be deemed a violation of these Rules and Regulations and enforceable hereunder, including, without limitation, against a Resident who is not a party to the Parcel Ground Lease. Please read these Rules and Regulations carefully and keep them on file, as they constitute a binding agreement between you and the Developer. The Developer and its designated manager, (the “Manager”) will interpret and enforce these Rules and Regulations as either Developer or Manager determines in good faith to be reasonable in the applicable circumstances.

3. DEFINITIONS

The definitions set forth below shall apply unless the content in which the defined term is used indicates that a different meaning is intended:

- A. “Consent” or “approval” shall mean Manager’s written consent. Consent of or approval by Manager or other similar terms as used in these Rules and Regulations, or in other documents referred to in these Rules and Regulations, means that Manager must issue prior written approval to a Resident before such person commences any action requiring such consent or approval. If Manager’s consent or approval is required, a written request must be submitted to the Manager describing the action proposed to be taken and requesting Manager’s consent or approval prior to taking any such action.
- B. “County” shall mean Garfield County, Colorado.
- C. “Developer” means River Run Colorado QOZB, LLC, a Delaware limited liability company.
- D. “Guest,” means and includes all agents, invitees, permittees, licensees, or other persons in the Project or at the Home at the invitation, request, or tolerance of a Resident, subject to the limitations set forth in Section 7 below.
- E. “Home” shall mean the “Improvements” as defined in an Owner’s Parcel Ground Lease.
- F. “Home-Based Business” shall mean any business operated solely from the Home without regard to whether a business license is required. A Home-Based Business shall be allowed to operate in the Project only so long as the following criteria are met: 1) the Home continues to be used primarily for residential purposes; 2) the business does not involve any advertisement that includes the address of the Home or the Project; 3) the business does not involve any employees, clients, customers, vendors, contractors, subcontractors, business associates, or others of a similar nature visiting the Home; 4) the business does not involve deliveries or pick-ups of mail or packages that, in Manager’s determination, are in excess of a level average for residential occupancy; 5) the business does not involve manufacturing of any kind in the Home or the Project; 6) the business is not a pet-care or child-care business, which are expressly prohibited, and 7) the business is not illegal, does not violate any local ordinances and complies with all applicable business license requirements.

- G. "Home Parcel," shall mean the real property subject to a particular Parcel Ground Lease on which a Home is located. The legal description for each Home Parcel is set forth in Exhibit B to the Parcel Ground Lease.
- H. "Manager" shall mean Camp Colorado River, LLC or other entity that manages the Project on behalf of Developer.
- I. "Owner" shall mean an owner of a Home and the "Lessee" under a Parcel Ground Lease for the Home Parcel.
- J. "Parcel Ground Lease" shall mean the applicable Parcel Ground Lease entered into between an Owner and the Developer, which contains the terms and provisions for an Owner's ground lease of the Home Parcel.
- K. "Project" shall mean River Run Colorado.
- L. "Project Common Areas" shall mean any common use area or facilities located within the Project that are generally available to all Residents, subject to posted rules, the terms of these Rules and Regulations, and the terms of your Parcel Ground Lease. Currently, the Project Common Areas consist solely of the common dog park serving the Project.
- M. "Pet Rules" shall mean the provisions set forth in Exhibit "A" as further described in Section 16.
- N. "Private Residential Purposes" shall mean that Residents must use the Home and Home Parcel for residential occupancy purposes. Residents are expressly prohibited from using the Home and/or Home Parcel (a) primarily for storage of property or (b) for business or commercial activity of any nature; provided, however, that Residents may conduct Home-Based Businesses in accordance with these Rules and Regulations and applicable law.
- O. "Resident(s)" shall mean any person who lawfully occupies a Home, either as an Owner of the Home or as a long-term tenant, in accordance with these Rules and Regulations and the applicable Parcel Ground Lease.

4. COMPLIANCE WITH LAW AND RULES AND REGULATIONS

- A. Residents and Guests may use Resident's Home, Home Parcel and Project Common Areas only in strict compliance with these Rules and Regulations and the provisions of the Parcel Ground Lease.
- B. You, as a Resident, agree to abide and conform with all applicable laws and ordinances, all terms and conditions of these Rules and Regulations, all rules, regulations, terms and provisions contained in the Parcel Ground Lease and such rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Developer. You are responsible for assuring that your Guests abide by and conform to all requirements set forth in these Rules and Regulations and all terms and conditions set forth in the Parcel Ground Lease. You are solely responsible for the acts and/or conduct of your Guest(s) and any damage caused by your Guest(s) within the Project. A violation by a Guest will be deemed a violation by you.
- C. Manager will attempt in good faith and as it deems reasonable under the circumstances to equally and impartially obtain the cooperation and compliance of all Residents and their Guests with respect to the Rules and Regulations and other conditions of residency. You, as a Resident, recognize that Manager's ability to obtain compliance is dependent upon a number of factors, including the cooperation of all Residents and their Guests. You agree, therefore, that the enforcement of the Rules

and Regulations are a private matter between Manager and each Resident individually. You agree that you are not and shall not become a third-party beneficiary of any other agreement between the Developer and any other Owner or Resident in the Project.

- D. Residents agree that they will notify Manager, in writing, regarding any complaints of violations of these Rules and Regulations. The written complaint must be dated and signed by the complaining party. If such a complaint is not in writing, Manager may not take action. Neither the Developer nor the Manager is liable to any Resident for failure to act upon an oral complaint. For violations requiring immediate attention, Resident should immediately email and call the Manager.
- E. You, as a Resident, recognize that Manager will not be liable to you for normal, day-to-day disturbances that may result from the close proximity of other Residents, commercial and quasi-commercial activities and/or persons within the Project. Manager will not be responsible to you for monitoring each routine disturbance, disagreement or minor problem that may occur between neighbors. If you are unreasonably disturbed or bothered by the activity of another Resident or the Guest of another Resident, you should attempt to reasonably resolve any such problem directly with the other Resident. If the disturbance is of a criminal nature, then you should immediately contact the appropriate authorities or law enforcement agency and then contact the Manager and fill out a complaint form. To report an emergency, call 9-1-1.
- F. Any violation of the Rules and Regulations or the Parcel Ground Lease shall be deemed a public nuisance. You, as a Resident, agree that a breach of any of the Rules and Regulations or the Parcel Ground Lease cannot reasonably or adequately be compensated in damages in an action of law and, therefore, Developer shall be entitled to injunctive relief including, but not limited to, restraining you from continuing to breach any such Rules and Regulations as well as the Parcel Ground Lease and all terms and conditions specified therein, or to allow a condition, violation of these Rules and Regulations or the Parcel Ground Lease, term or condition to exist or continue to exist.

5. PROJECT PERSONNEL

Developer shall be represented by Manager, which management may or may not, at Developer's sole discretion, include a resident manager and/or on-site manager.

6. OCCUPANCY

- A. Number of Occupants. The number of occupants of a Home shall be limited to four.
- B. Restriction on Use of Homes. Homes are to be used solely as single-family residences and strictly in compliance with the Private Residential Purposes.

7. GUESTS

You agree to acquaint all Guests with the conditions of occupancy of the Project, including, but not limited to, the Project's Rules and Regulations. You are personally responsible for all the actions and conduct of your Guests. A violation of any occupancy requirements or these Rules and Regulations by a Guest is also a violation by you as such Guest's sponsor. Manager may, at its sole discretion, elect to proceed against the Guest only, you only, or both you and the Guest to enforce the occupancy requirements and Rules and Regulations of the Project.

8. "REPAIR OR REPLACEMENT, OR INSTALLATION OF NEW ACCESSORY STRUCTURE OR LANDSCAPING"

Is attached hereto as Exhibit "B" and incorporated herein by reference.

9. MAINTENANCE OF HOME PARCEL AND HOME

- A. The Home and Home Parcel shall be maintained in conformance with the Parcel Ground Lease and these Rules and Regulations.
- B. Each Resident must maintain his or her Home, structures, improvements and other objects attached to or placed on the Home or Home Parcel in good condition and repair in a neat, clean, attractive and well-kept fashion. If a Resident fails to maintain his or her Home as required by these Rules and Regulations, Manager may serve a notice ("Maintenance Notice") requiring compliance with the specific terms of such notice within fourteen (14) days. If a Resident fails to comply with the Maintenance Notice, Manager may, following a thirty (30) day notice to Resident of the requirement to repair and the failure of the Resident to timely and properly complete such repair, complete any work required to bring the Home and/or Home Parcel into compliance with these Rules and Regulations and charge the Resident for all reasonable fees and costs paid to complete such work or, if necessary, have such work completed by a third party and/or take whatever other legal action that is necessary to obtain compliance. The incurred costs shall be immediately due and payable to Developer by the Resident.
- C. Landscaping and drainage:
- (1) Resident is not permitted to add trees or plantings to the Home Parcel without prior written approval of Manager. Manager retains the right to determine the location of and the type of trees and shrubs that may be planted. Residents shall be responsible for all maintenance including, without limitation, trimming and other care of any tree, shrub or other landscaping feature planted or installed by Resident pursuant to this Subsection.
 - (2) To avoid damage to underground utilities, Resident must obtain Manager's written consent before digging or drilling into the ground. Resident shall be responsible for all costs to repair any utilities or Project property damaged by Resident, whether the digging or drilling was authorized by Manager or commenced in violation of this Rule, and for all costs to repair any other damage to underground utilities resulting from any other activity on the Home Parcel by the Resident.
 - (3) The existing drainage pattern and grading of the Home Parcel may not be changed without Manager's written consent. Any Resident who creates a drainage problem will be required to correct improper drainage at Resident's expense, including, but not limited to, re-leveling or otherwise adjusting Resident's Home or repairing and/or replacing any damage to improvements on adjacent Home Parcel's or common areas.
- D. The Resident shall be, individually and collectively for the entire household, including without limitation all occupants, Guests or invitees, liable and responsible for damage to the Resident's Home Parcel, to any adjacent Home Parcel and to any common areas and Project Common Areas, including, without limitation, the utility systems and the roadways, resulting from landscaping design, maintenance and installation. Pursuant to this Subsection D, if a Resident plants any landscaping upon his or her Home Parcel that causes damage to the common areas and/or Project Common Areas or allows any landscaping damage to the common areas and/or Project Common Areas, then such Resident shall be liable and responsible for such damage.
- E. Developer shall maintain the Home Parcel landscaping installed by Developer, the common roadway system and the Project Common Areas as described in the Parcel Ground Lease, but Developer shall not be responsible for individual driveways, patios or any portion of the Home or Home Parcel (other than Developer-installed landscaping on the Home Parcel). Such areas within the Home Parcel shall be the responsibility of Resident. Developer and Manager shall have the right of entry and access upon the Home Parcel as it deems necessary or advisable to accomplish its duties.

- F. All Owners acknowledge and agree that no Resident shall have any ownership interest in any portion of the Project apart from such Owner's Home. To the extent Developer grants to Residents any rights of use of the Project Common Areas or any other portion of the Project, the same shall be at Developer's sole and absolute discretion.

10. GENERAL MAINTENANCE OF HOME AND HOME PARCEL.

- A. Storage Outside the Home. Storage by Resident of any personal property on the outside of the Home is prohibited. This includes, but is not limited to, storage of boxes, trunks, wood, pipe, bottles, garden tools, mops, ladders, paint cans, bicycles, kayaks and similar sports/recreation equipment or any item that is unsightly in appearance.
- (1) Only outdoor patio furniture and outdoor grills may be used on the covered patios of the Home and the fire-pit area. Manager reserves the right to determine, in its sole discretion, what constitutes outdoor patio furniture and grills.
 - (2) No towels, rugs, clothing or laundry of any description may be hung outside of a Home at any time.
- B. Paving Surfaces. All concrete, asphalt, or other driveway surfaces shall be kept clean and maintained free of oil, rust and all other sticky, grimy or oily substances that will degrade the clean appearance of these surfaces. No concrete, asphalt or similar surfaces may be installed on a Home Parcel without prior written approval of Manager.
- C. Street Area. Resident shall keep the street area in front of their Home Parcel free from debris.
- D. Hazardous Substances. Storage, handling and/or disposal of any hazardous substances must be done in compliance with all applicable local, state and federal laws.
- (1) For purposes of this Section 10(D), "hazardous substance" refers to any flammable, combustible, explosive or toxic fluid, material, chemical or substance (including, but not limited to, paint, motor oil and other vehicle fluids, herbicides, insecticides, poison, chemicals, solvents, detergents or other toxic materials).
 - (2) No hazardous substances may be stored on the Home Parcel except such hazardous substances as are customarily used for normal household purposes, and then only in quantities reasonably necessary for normal household purposes.
 - (3) Resident shall not dispose of any hazardous substances about Resident's Home Parcel, other Home Parcels in the Project, the Project's common areas or any other area of the Project (including, but not limited to, the sewer system or other drainage areas, the street gutters or the driveway areas, accessory equipment or elsewhere on the Home Parcel).
 - (4) In the event that a Resident stores or disposes of any hazardous substance about the Resident's Home Parcel or elsewhere in the Project, such Resident shall immediately and appropriately remove the hazardous substances at the Resident's expense. If the Resident fails to remove the hazardous substances within a reasonable time (as determined by Manager), Manager may remove the hazardous substances, and all of Manager's costs related to such removal shall be immediately due and payable to Developer by Resident. Resident agrees to indemnify Developer against, and hold Developer harmless from, any loss, liability, damage or expense, including, without limitation, reasonable attorneys' fees, which (either directly or indirectly) the Developer may incur or suffer by reason of the storage or disposal by Resident of any

hazardous substances on Resident's Home Parcel, or other Home Parcels in the Project or any other areas of the Project.

- E. Water Shut-off; Irrigation Equipment. If one of the Project's water shut-off valves or other water or irrigation equipment is located on Resident's Home Parcel, it must be kept uncovered and accessible at all times, and Developer and Manager shall have the right of access and use of same.
- F. Garbage and Trash Disposal. Resident is required to contract for and pay for Town of Silt trash pick-up services. Developer will provide an enclosure to screen trash cans curbside. Disposal of garbage and trash shall be limited to normal and customary amounts and types generated by a residential household. Resident may not use adjacent KOA trash collection facilities.
- G. Maintenance and Appearance of Home and Home Parcel by Resident. Resident shall maintain Resident's Home and Home Parcel in a clean and sanitary condition and cause all rubbish and other debris to be removed from Resident's Home and Home Parcel on a regular basis. Resident is responsible for maintaining and repairing Resident's Home and all approved accessory equipment and structures, and Resident must keep such accessory equipment and structures in good condition and repair at all times. Resident's obligation applies, without limitation, to the following: Resident's Home, all approved accessory equipment and structures, walkways and driveways located on Resident's Home Parcel and any utility connecting lines from the meter or utilities to Resident's Home.

11. ADVERTISEMENTS.

All on-site sales are prohibited, including, without limitation, patio sales, moving sales and yard sales. Resident may place a sign in the window of the Home stating that the Home is for sale or exchange, and such sign shall state only the name, address and telephone number of the owner of the Home or Resident's agent. All other exterior advertising, including, but not limited to "open house" signs, and "garage sale" signs, are prohibited.

12. ENTRY UPON RESIDENT'S HOME PARCEL.

Manager shall have a right of entry upon all Home Parcels, without the need for notice to the Owner or Resident, for Manager to perform its duties hereunder, including, without limitation, to maintain Developer installed landscaping and to maintain, repair, operate or replace the irrigation system serving same. Manager shall have the further right of entry upon all Home Parcels for Manager to perform maintenance of utilities, for maintenance of the Home Parcel where the Resident fails to maintain the Home Parcel in accordance with these Rules and Regulations and for the protection of the Project, upon providing reasonable notice and at any reasonable time. Manager may enter a Home Parcel and Home without the prior consent of Resident in the case of an emergency.

13. PARKING

- A. All vehicles within the Project must have current registration and insurance and be in compliance with all applicable law. Upon request, Residents must provide Manager with a copy of a current vehicle registration and insurance card for each vehicle parked at the Project. Vehicles not permitted in the Project include campers, recreational vehicles ("RVs"), motor homes, buses, heavy trucks (weighing more than two (2) tons), tractors, boats and trailers. Unattached trailers are prohibited at all times, unless in the process of being loaded or unloaded. Notwithstanding the foregoing, the parking of a motor vehicle by a Resident is permitted if the vehicle is required to be available at designated periods at the Home as a condition of the Resident's employment and all of the following criteria are met: (a) the vehicle has a gross vehicle weight rating of ten thousand pounds or less; (b) the Resident is a bona fide member of a volunteer fire department or is employed by a primary provider of emergency firefighting, law enforcement, ambulance, or emergency medical services; (c) the vehicle bears an official emblem or other visible designation of the emergency service provider; and (d) parking of the vehicle can be accomplished without obstructing emergency access or interfering with the reasonable needs of other Residents to use streets, driveways, and/or guest parking areas within the Project.

- B. One (1) motorcycle may be parked on Resident's Home Parcel if used by Resident as a primary mode of transportation. The permission to park a motorcycle does not relieve Resident of the obligation to abide by all other Rules and Regulations relating to motorcycles.
- C. Parking is permitted only within the two (2) tandem parking spaces in the driveway of the Home. and not on the landscaped or other areas of the Home Parcel. Parking in fire lanes is prohibited. Unless otherwise posted or permitted by these Rules and Regulations, or other separate agreement with Manager, no parking is permitted on the streets of the Project, except for the purpose of loading and unloading during the hours from 7:00 a.m. to 9:00 p.m. Vehicles belonging to vendors, delivery persons, health care personnel or Project employees may be parked for longer periods of time on the street with permission of Manager.
- D. Manager may permit temporary parking in the streets of the Project for the short-term parking of Guests. However, to regulate traffic and manage noise, Manager reserves the right to prohibit or restrict such Guest parking.
- E. Any vehicle parked in violation of these Rules and Regulations or in violation of signs posted throughout the Project may be towed from the Project at the expense of the vehicle's owner.
- F. Sleeping in vehicles is prohibited.
- G. No automobile may be stored on the Home Parcel. Improper storage shall include, but not be limited to, the parking of an inoperative vehicle for a period exceeding two (2) weeks, the parking of an operative vehicle that is not used for a period exceeding four (4) weeks, or the parking of any vehicle for the purpose of selling vehicles as part of a commercial activity. However, Residents may leave their vehicles in their parking spaces when on vacation.

14. MOTOR VEHICLES AND BICYCLES

- A. No vehicle leaking oil or any other substances or fluids shall be allowed in the Project. Any car dripping oil or gasoline must be repaired immediately.
- B. No maintenance may be performed on any vehicle on the Home Parcel without Manager's written consent.
- C. Washing vehicles on any Home Parcel or on the streets within the Project is prohibited.
- D. For the safety of the Residents and their Guests, no vehicle may be driven in an unsafe manner. All traffic signs must be obeyed. The speed limit throughout the Project is 5 mph.
- E. Pedestrians and bicycles shall be given the right of way.
- F. No vehicle may be operated in the Project by any person who is not properly licensed.
- G. Excessively noisy vehicles are not permitted in the Project.
- H. Motorcycles, motor scooters, mini-bikes, mopeds, golf carts, dune buggies or any two and three-wheeled motorized vehicles entering or leaving the Project must be driven by the most direct route between the Project's entrance and Resident's Home and may not otherwise be driven on any other street in the Project. All such vehicles shall be equipped with mufflers or other necessary noise-suppressing devices. All such vehicles shall be licensed, street legal and driven by a licensed driver only.
- I. Bicycles may only be driven on the roadways. Bicycles must obey the same traffic regulations as cars.

- J. If driven at night or at dusk, bicycles must be equipped with a light on the front and a reflector in the rear.
- K. Manager may in its discretion prohibit or restrict skateboard riding, roller skating or roller blading and/or the operation of drones or radio-controlled models or toys within the Project.
- L. Any vehicle in violation of these Rules and Regulations or in violation of signs posted throughout the Project may be towed from the Project at the expense of the vehicle's owner.

15. CONDUCT

- A. Conduct of any nature, by any person, that may be dangerous or that may create a health or safety problem, or may disturb others, is not permitted at the Project. Such conduct includes, but is not limited to, any unusual, disturbing or excessive noise, public intoxication, loud quarreling, threatening, fighting, illegal conduct, profanity, abusive language, harassment by way of taunting, photographing or intimidation. The use or display of any weapon, including but not limited to, a bow and arrow, BB gun, knife, gun or fireworks, is expressly forbidden.
- B. Persons under the influence of alcohol or any other substance shall not be permitted in any area of the Project that is generally open to Residents and their Guests. The Project is a "Drug Free Property". Residents and their Guests are strictly prohibited from bringing onto, using, manufacturing or trafficking any substance and/or drug classified as a controlled substance in the State of Colorado without a valid prescription within the Project.
- C. Amplifiers, televisions, musical instruments and other devices must be used so as not to disturb others. Ham or CB radios or other radio transmitters may not be operated in the Project.
- D. Residents and their Guests shall not encroach or trespass on any other Resident's Home Parcel or upon any area that is not open for general use by Residents and their Guests. All Project property which is not for the use of Residents and their Guests, including, but not limited to, gas, electric, water and sewer connections, and other equipment connected with utility services and Manager's tools and equipment, shall not be used, tampered with or interfered with in any way by any Resident or Guest. Notwithstanding the foregoing, the utility service connection to the Home owned by a Resident is for the Resident of that Home Parcel's sole use, and said Resident is solely responsible for the maintenance, repair and operation of the utility service connection described herein.
- E. No fires are permitted except in the Home's fire pit or a standard grill.
- F. The violation of any federal, state or local law or ordinance will not be tolerated. No acts or demeanor shall be permitted that would place the Manager, Developer or the Project in violation of any law or ordinance.
- G. The Home and Home Parcel shall be used only for Private Residential Purposes and, except as herein provided for a Home-Based Business, no business or commercial activity of any nature shall be conducted thereon.

16. PETS

Residents are deemed to have fully accepted and assumed, regardless of whether executed by the particular Resident, the "Pet Rules and Agreement" attached hereto as Exhibit "A" and incorporated herein by this reference. The Pet Rules and Agreement must be executed by all Residents who own a pet and the Pet Rules and Agreement shall be adhered to by Residents who own a pet. Manager reserves the right, following notice and opportunity for a hearing as provided herein, to remove a Resident's pet if the pet would pose a threat to

the health or safety of Residents of the Project or consistently constitutes a nuisance as determined by Manager. No more than two (2) dogs or two (2) cats, or three (3) pets overall (e.g. two dogs and one cat, or two cats and one dog), are allowed per Home.

17. RENTING, SUBLETTING OR ASSIGNMENT

- A. No Owner may lease or rent, and no tenant may sublease (i) less than his or her entire Home and Home Parcel; (ii) for transient or hotel purposes, including, without limitation, through any website short-term leasing service such as, but not limited to, Airbnb or Home Away; or (iii) for a term of less than thirty (30) days, unless it is an extension of a lease that was at least six (6) months long.
- B. An Owner shall have the right to lease his or her Home for lease periods of thirty (30) days or longer upon such terms and conditions as the Owner may deem advisable, subject to the following limitations and requirements (which limitations and requirements shall similarly apply to any subleases by tenants of any Owner):
- (1) Any lease, sub-lease or rental agreement related to a Home must be in compliance with all laws, ordinances and regulations.
 - (2) Any lease or rental agreement shall be in writing and shall provide that the lease or rental agreement is subject to the terms of these Rules and Regulations (copies of which are to be furnished to the lessee of the Home by the Owner thereof). Both the Owner and the tenant(s) shall be jointly and severally liable to Developer and Manager for any and all violations caused by said tenants. Leasing of a Home shall not relieve the Owner of his or her rights, responsibilities and obligations under the Parcel Ground Lease and these Rules and Regulations, including, but not specifically limited to, the duty to pay fines, and the same shall be as fully enforceable as to such Owner as though such Owner were itself occupying such Home.
 - (3) The lease or rental agreement shall state that the failure of the lessee or renter to comply with the terms of the Parcel Ground Lease and these Rules and Regulations shall constitute a default and such default shall be enforceable by either the Developer or Manager, including but not limited to, requiring that the Owner evict the lessee from the Home.
 - (4) Manager shall be furnished with a copy of the lease or rental agreement, upon its request.

18. FIXTURES

All landscaping and structures or other improvements, other than the Home, permanently attached to or embedded in the ground shall become a part of the Home Parcel upon their installation and shall belong to Developer under the terms of the Parcel Ground Lease.

19. NO SOLICITATION

Distribution of handbills, door-to-door selling or solicitation are not permitted. All salespeople must make individual appointments with the Residents concerned or interested.

20. COMPLAINTS

Except in an emergency, please do not telephone or contact Manager after normal business hours. The Project's office phone is for business and emergency use only.

- A. Except for emergencies, all complaints must be in writing and signed by the person making the complaint.
- B. All community business is conducted during posted business hours.

- C. Resident shall not request maintenance personnel to perform jobs for Resident, nor shall Resident give instructions to maintenance personnel.

21. THE “GRIEVANCE AND APPEAL POLICIES AND PROCEDURES”

Attached hereto as Exhibit “C” are binding upon all Residents and set forth the procedures by which such parties may have disputes resolved regarding violations of the provisions of the Parcel Ground Lease or these Rules and Regulations.

22. REVISIONS OF RULES; SEVERABILITY; MISCELLANEOUS

- A. Manager reserves the right, upon thirty (30) days’ notice to Owners, to make reasonable additions, deletions, amendments and revisions to these Rules and Regulations from time to time.
- B. If any provision of these Rules and Regulations or any document referred to in these Rules and Regulations is declared to be invalid, illegal or unenforceable, such declaration shall not affect the enforceability of any other provision of these Rules and Regulations or any document referred to in these Rules and Regulations. Rather, the invalid, illegal or unenforceable provision shall be modified to the extent necessary to be declared valid, legal and enforceable and, to the fullest extent possible, reflective of the intention of the parties.
- C. Situations and matters within the Project not addressed by these Rules and Regulations or by the Parcel Ground Lease may nonetheless be resolved by the Developer or Manager by application of its reasonable judgment. Developer or Manager may deviate from any procedures or standards set forth in these Rules and Regulations if in its sole discretion such deviation is reasonable under the circumstances.
- D. Limitation of Liability. NOTWITHSTANDING THE DUTY OF DEVELOPER OR MANAGER TO MAINTAIN AND REPAIR PORTIONS OF THE PROJECT, NEITHER DEVELOPER OR MANAGER SHALL BE LIABLE TO OWNERS, RESIDENTS OR GUESTS FOR INJURY OR DAMAGE, OTHER THAN FOR THE COST OF MAINTENANCE AND REPAIR, CAUSED BY ANY LATENT CONDITION OF THOSE PORTIONS OF THE PROJECT TO BE MAINTAINED AND REPAIRED BY DEVELOPER OR MANAGER, OR CAUSED BY THE ELEMENTS OR OTHER OWNERS OR PERSONS. Further, neither Developer or Manager shall be liable for injury or damage to person or property resulting from any utility, rain, snow or ice which may leak or flow from other properties or from any portion of the Project or from any pipe, drain, conduit, appliance or equipment which Developer or Manager is responsible to maintain hereunder, except for injuries or damages arising after an Owner or Resident has put Manager on notice of a specific leak or flow from any portion of the Project for which Developer or Manager is responsible and Developer or Manager has failed to exercise due care to correct the leak or flow within a reasonable time thereafter. Developer and Manager shall not be liable to any Owner, Resident or Guest for loss or damage, by theft or otherwise, of any property which may be stored in or upon any portion of the Project. Developer and Manager shall not be liable to any Owner, Resident or Guest for any damage or injury caused in whole or in part by Developer’s or Manager’s failure to discharge its responsibilities under these Rules and Regulations where such damage or injury is not a foreseeable, natural result of its failure to discharge its responsibilities. No diminution or abatement of rent under a Parcel Ground Lease shall be claimed or allowed by reason of any alleged failure of Developer or Manager to take some action or perform some function required to be taken or performed by Developer or Manager under these Rules and Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of Developer or Manager, or from any action taken by Developer or Manager to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.
- E. The headings and titles of the paragraphs within these Rules and Regulations are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions of said Rules and Regulations.

**READ AND ACCEPTED.
RESIDENT(S) OF Home Parcel Number**

Date: _____

Signature

Printed Name

Date: _____

Signature

Printed Name

Date: _____

Signature

Printed Name

EXHIBIT "A"

PET RULES AND AGREEMENT

THESE PET RULES AND AGREEMENT between River Run Colorado (the "Project") and the Residents (these "Pet Rules and Agreement") set forth the terms and conditions under which Resident may be granted permission to keep a house pet (as described in Section 16 of the Project's Rules and Regulations) within the Project. Accordingly, the following terms and conditions shall apply:

A. Terms and Conditions of Acceptance and Maintenance of Pets:

1. Only two (2) dogs or two (2) cats, or three (3) pets overall (e.g., two dogs and one cat, or two cats and one dog) per Home will be allowed.
2. The types of pets permitted are limited to either a domestic dog or a domestic cat.
3. The Manager reserves the right, in its sole and absolute discretion, to deny a Resident a pet, or to remove a pet, if such pet reasonably appears to present a threat to the health and safety or general welfare of the Project or its Residents, or if the pet reasonably does not appear to comply with these Pet Rules and Agreement.
4. Licenses and Vaccinations: Each pet must be licensed and up to date on all vaccinations in accordance with local laws.
5. Restriction on Use of Common Areas: Dogs must be kept on a leash at all times, except while under supervision inside the dog park. Dogs must not be left unattended when outside the Home and shall not be allowed to run at large within the Project.
 - a) Any pet running loose in the Project will be impounded at its owner's expense. Pets may only be walked on roadways within the Project.
 - b) Any excrement left by a pet must be picked up immediately and disposed of by the owner of the pet within the owner's Home or in owner's outside trash bins.
6. Pets will not be allowed to cause any unreasonable disturbance, annoyance or harm (including, without limitation, excessive barking, growling, biting, lunging or any other unusual noises or damage to property, such as scratching, disturbing or depositing excrement, etc.) to persons or property in the Project. No exterior pet housing is permitted in the Project. This includes, but is not limited to, "dog houses" and any type of fence or other confining barricade or structure designed or erected for the purpose of confining a pet outdoors on the Home Parcel, to be determined in the Manager's sole discretion. Tying of pets outside the Home and leaving pets unattended outside the Home are prohibited.
7. With the exception of service animals as defined under the Americans With Disabilities Act, Guests are not permitted to bring their pets into the Project unless prior approval is obtained from Manager. These Pet Rules and Agreement apply to all Guests' pets.
8. If the Resident's pet does not comply fully with these Pet Rules and Agreement, Manager may, in its sole discretion, require that the pet be permanently removed from the Project.

Resident hereby agrees that he or she has read and understood these Pet Rules and Agreement and found them to be reasonable. Resident further agrees to take all necessary actions to see that they and their pet complies with these Pet Rules and Agreement and agrees that if they or their pet does not comply with these Pet Rules and Agreement, then it will be reasonable for the Manager to require that the pet be removed from the Project.

Date: _____

Signature

Printed Name

EXHIBIT "B"

REPAIR OR REPLACEMENT, OR INSTALLATION OF NEW ACCESSORY STRUCTURE OR LANDSCAPING

- A. Standards for and Installation of Accessory Structures, Equipment, Concrete or Other Non-permeable Materials and Landscaping. Residents must obtain Manager's prior written approval, and the approval of any government entity and/or utility company, as applicable, prior to installation of any accessory structure, outdoor equipment or other exterior improvement to the Home Parcel. Resident must first apply in writing to Manager with a drawing and description of the intended work and improvement or alteration, including the kind, shape, height, color, materials, and location of the same. Manager will then approve or disapprove the proposal, with or without conditions. If a permit is required, then the approval is a tentative approval until required permit conditions are presented to the Manager for final review and approval. The Resident shall be solely responsible for securing and paying for any building permits, inspections and other costs required by law.
- B. Written approval of Manager must also be obtained for any alteration, change, maintenance, repair, or replacement of the exterior of the Home or the Home Site, including, without limitation, any exterior repainting and landscaping changes. Without limiting the foregoing, the following are the applicable conditions for approval of various specific structures, equipment, and landscaping (including both new improvements and alterations, changes, repairs, maintenance, and replacements):
- (1) Exterior Painting. Plans for repainting an existing Home must be submitted to Manager for approval. Any proposed color that is not in harmony with community standards will not be approved.
 - (2) Exterior Equipment and Appliances. The installation of any exterior equipment or appliance such as, but not limited to, air conditioning condensers or units, swamp coolers or generators, must be approved by Manager prior to installation. Manager may require the removal of any such equipment or appliance that, in Manager's reasonable discretion, adversely affects the utility systems of the Project or materially impacts the quiet enjoyment of neighboring properties. As part of the application for approval of the installation, the Resident must provide in the application the manufacturer's specifications, including, without limitation, the electrical usage (in AMPS) and the noise factors.
 - (3) Water Softeners. Any water softener that discharges into the Project's sewer system is prohibited.
 - (4) Accessory Equipment and Structures. The installation of all accessory equipment and structures shall be completed within ninety (90) days after written approval has been obtained from Manager provided, however, that Manager may specify another timeframe, in writing, during which such installation shall be completed.
 - (a) Building permits, licenses and other similar permission from government or quasi-governmental bodies or agencies must be obtained, if required, before any installation or construction of certain accessory equipment and structures. All such equipment and structures must comply with all federal, state and local laws and ordinances. Before work may commence, all building permits required by any state or local authority must be submitted to Manager for review and approval.

- (b) Prior to commencing a new installation of, or a change in, accessory equipment and structures, or a change in any improvement that is to be connected to the gas, electric, water or other utility service, Resident shall submit for Manager's approval a written plot plan describing in detail the accessory equipment and structures that Resident proposes to install or change.
 - (c) Any accessory equipment or structure or appliance installed or altered without approval by Manager shall be removed by Resident within ten (10) days of receipt of written notice by Manager requesting such removal.
- C. Landscaping. Developer is responsible for the maintenance of the original landscaping upon the Home Parcel. Resident may apply to Manager for an alteration, change or replacement of landscaping.
 - (1) Drainage. The Resident will be responsible for the drainage of his or her Home Parcel and will ensure that any improvements, alterations or changes made to the Home Parcel, including, without limitation, landscaping and structures, do not cause water to collect on the Home Parcel. Water from a Home Parcel may drain onto an adjoining street, but must not be allowed to flow over neighboring parcels or properties unless it can be shown that such neighbor-to-neighbor drainage is the result of a natural and established drainage pattern. No Home Parcel may be regraded without written approval of Manager.
 - (2) Trees & Shrubs. Other than the trees and plantings that come with the Home Parcel, no trees or plantings are permitted on a Resident's Home Parcel without prior written approval of Manager. Prior to removing or planting any trees or shrubs, the proposed landscape plan must be submitted for approval, including any trees or shrubs to be removed and/or any trees or shrubs to be planted, with the type of plant, the size to be planted and the size at maturity. No tree or shrub should be planted that has a root system that will damage, including, without limitation, driveways, foundations or roads.
- D. Concrete. The use of concrete or other permanent impervious material will be limited in its use to driveways.

EXHIBIT "C"

GRIEVANCE AND APPEAL POLICIES AND PROCEDURES

Enforcement. Manager and/or Developer shall have the power and duty to hear and make decisions regarding violations of these Rules and Regulations. Neither Manager nor Developer shall impose a fine or infringe upon any property rights of an Owner or Resident (i.e., removal of a pet, demanding removal of a rental tenant, suspension of a Resident's right to use the Project Common Areas) for violations of these Rules and Regulations unless and until the procedures below are followed. Manager or Developer may determine enforcement action on a case by case basis, and take other actions as it may deem necessary and appropriate to assure compliance with these Rules and Regulations, as the same may be amended from time to time, and to create a safe and harmonious living environment.

Notice of Violation. A written notice of violation, together with a demand to cease and desist from the alleged violation, if applicable (the "Demand for Abatement") shall be personally served upon the alleged violator (or Owner or Resident, if violator was a Guest) or posted on their Home specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation;
- (iii) a time period during which the violation may be abated without further sanction, if such violation is a continuing one. If such violation is not a continuing one, a statement that any additional similar violation could result in the imposition of a sanction after notice and opportunity for a hearing; and
- (iv) that the violator has a right to a hearing to discuss the alleged violation and possible imposition of sanctions, provided that the violator provide written notice of its election to have a hearing within ten (10) days of receipt of the Demand for Abatement. If the alleged violator fails to request a hearing within ten (10) days of receipt of the Notice of Violation, or fails to appear at any scheduled hearing, Developer or Manager has the right to make a decision with respect to the alleged violation based on any available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged violator may be assessed a fine as provided below or other sanction may be imposed, as applicable.

Hearing. If a hearing is timely requested by an alleged violator, the Hearing shall be held affording the alleged violator a reasonable opportunity to be heard. Failure by the alleged violator to attend the Hearing shall be considered an election by the alleged violator to waive his or her right to a hearing and the alleged violator shall be subject to the sanctions set forth in these Rules and Regulations. In no event shall Developer or Manager suspend a Resident's right to use the Project Common Areas for infraction of these Rules and Regulations for a period in excess of 60 days after the infraction ceases. The decision of Manager or Developer shall be final.

Complaints. In the event that Manager receives a written complaint alleging a violation of these Rules and Regulations, Manager shall determine whether the allegations in the complaint are sufficient to constitute a violation of these Rules and Regulations and if action is warranted. If such determinations are made, Manager or Developer shall send a Notice of Violation and the procedures above shall apply.

Sanctions; Schedule of Fines. Any violation of these Rules and Regulations will subject the Owner or Resident to any appropriate sanction as provided in these Rules and Regulations and may also impose a reasonable fine determined by Manager or Developer for each finding of a violation based on the type, severity, repetition and circumstances of each violation based on the following guidelines:

First time or minor violations	\$50
Repeated minor violations	\$100
Repeated or flagrant violations	\$300

Manager or Developer may from time to time establish certain violations as minor or flagrant so that fines are imposed consistently.

In the event of a continuing violation, a daily fine may be levied if Manager or Developer performs a daily inspection to verify that the violation is continuing.

Manager or Developer may institute legal action to enforce any right or remedy hereunder and, in such event, shall receive the reimbursement of all legal fees and costs.

Waiver and Modification of Procedure. Manager or Developer has the option and right to continue to evaluate each enforcement issue on a case by case basis and may grant a waiver of any provision herein. In addition, Manager or Develop is authorized to modify the procedures contained herein, as either may determine appropriate under the circumstances.