

7TH AND MAIN STREET CONDOMINIUMS RULES AND REGULATIONS

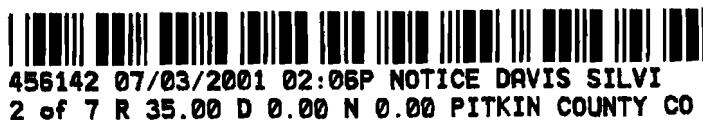
Pursuant to the Condominium Declaration and Bylaws of the 7th and Main Street Condominiums, ("Association" or "Complex" herein), the Executive Board ("Board") has adopted the following Rules and Regulations to govern the use and enjoyment of the 7th and Main Street Condominiums. "Complex" also refers to all condominium units plus the general and limited common elements. The Board desires to ensure the highest possible standards of living experience within the Complex. In order to accomplish this, the Board requests the cooperation of all persons residing in or visiting the Complex in the observance of the following:

1. Pets.
 - a. Permitted. Domestic cats and dogs are permitted on the premises, subject to the provisions contained herein. No other pets of any nature whatsoever shall be allowed on the premises, in a unit or on the complex. The Association shall have the authority to preclude any other pets within the complex, or to approve any other pets, which are precluded by the Condominium Declaration, subject to any conditions the Association determines.
 - b. Restriction on Pets. A maximum of three cats or two dogs or a combination of cats and dogs not exceeding three animals shall be allowed per unit. All pets shall be on a leash at all times they are on the complex. No pets shall be allowed to run at large on the complex, nor shall any pets be tied to or confined or kept in a kennel on any general or limited common element of the complex at any time, including decks and patios. No pets shall be allowed outdoors at night, unless accompanied by the owner and on a leash. No pets shall create a nuisance or disturb the peace of the complex or other owners, including, without limitation, any destruction to landscaping or other common elements on the complex; any commotion, disturbance or littering of trash receptacles or dumpsters on the complex; and the like. Owners shall be responsible to pick up their own pet's excrement.
 - c. Violations. In the event of any violation of these provisions, any owner or the Association may file a complaint with the Executive Board. Upon receipt of any complaint of a violation, the Executive Board shall schedule a hearing as soon as practicable to hear the complaint of a violation, and give the owner of the pet the opportunity to rebut the complaint. After hearing the evidence and arguments presented, the Executive Board shall determine whether a violation has occurred. The Executive Board's decision in the matter shall be final and not appealable. In the event the Board determines a violation has occurred, it shall have the authority to impose a fine or any other enforcement it determines appropriate, except in the case of pets running free in the complex, tied up to or confined on a common element, or causing disturbance

or nuisance. In each of these cases, the fine for each offense shall be fifty dollars (\$50.00) for the first offenses and one hundred dollars (\$100.00) for the second offense. All fines shall be treated as assessments, and the Association shall have the authority to impose an assessment lien for any unpaid fines hereunder. In the event any pet is the subject of any three valid complaints (*i.e.*, complaints the Executive Board has ruled valid), the offending pet shall immediately be evicted from the 7th and Main Street Condominiums. Until the date the pet physically leaves the premises, the owner shall be fined twenty-five dollars (\$25.00) per day for each day after the effective date of the Board's decision until the pet is no longer on the premises. Thereafter, the offending pet's owner shall be precluded from owning any other pets on the premises without prior approval of the Association.

2. Parking and Vehicle Maintenance. Only operable and currently licensed automobiles, trucks, vans and motorcycles, not exceeding 3/4 ton in size, shall be kept or maintained on the Common Elements. No vehicle maintenance or repair shall be carried out at any unit or on recreational vehicles and no trailers shall be parked within the complex. Parking spaces shall be maintained as parking spaces and not be used for any other purpose. Parking of permitted vehicles shall be limited to and restricted to designated on-site parking spaces numbered 1 through 8, and the off-site parking spaces at the Benedict Commons Condominiums used by the Association numbered _____ through _____ ("off-site parking spaces"), for owners and guests. The Association shall have the right to preclude any vehicle or motorcycle that makes excessive noise, in the Executive Board's determination, from parking on the common elements. Owners shall not lease their parking space to anyone except, with prior Association approval, a unit owner may lease his parking space to another unit owner in the 7th and Main Street Condominiums, for that unit owner's personal use. Any owner, guest or tenant parking in unauthorized spaces may be towed, booted and/or fined, in the Association's discretion. Any fine shall not be less than one hundred dollars (\$100.00) per occurrence. Any violation of the prohibition against leasing set forth above shall be subject to a fine equal to one hundred dollars (\$100.00) per each day of violation, and the Association may enforce this fine by assessment lien foreclosure. Owners shall comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements relating to the use of their parking space(s), including any rules and regulations set forth in the Condominium Declaration, the rules and regulations enacted from time to time by the Association.

3. Off-Street Parking Spaces. In addition to the parking regulations set forth in Paragraph 2, the off-site parking spaces are subject to the Condominium Declaration for the Benedict Commons Condominiums, the rules and regulations promulgated thereunder, the Parking Sublease and Agreement between the City of Aspen and the Association relating to the off-site parking spaces and the Parking Lease and



Agreement between the Benedict Commons Condominium Association and the City of Aspen. Owners parking in said spaces shall comply with the rules and regulations set forth therein, including the following:

- a. Cars parked illegally in a numbered space may be towed without notice or warning;
 - b. Cars parked illegally in any area not designated for parking may be towed after one warning; and,
 - c. The following vehicles cannot be operated in the shared parking lot: non-operative vehicles, trailers, large buses, large motor homes and trucks greater than 3/4 ton designation.
4. Use. Except for the commercial unit shown on the map (the "commercial unit"), the complex shall be used solely for residential purposes and for services, activities, and recreation in conjunction with said residential use. No business or commercial use of any nature may be conducted within a unit or on the complex, except for home occupations as defined by the Aspen Municipal Code, as amended, and as approved by the Association and except that the commercial unit may be used for business or commercial purposes, as set forth in the Condominium Declaration and subject to any Rules or Regulations pertaining to the commercial unit promulgated by the Association in accordance with the Condominium Declaration.
5. Insurance. Nothing may be done or stored within the complex that might result in an increase in the premiums for insurance obtained for any portion of the complex, except, subject to the insurance provisions in the Condominium Declaration, for the business conducted in the commercial unit, or which might cause cancellation of such insurance.
6. Violation of The Law. Nothing shall be done within the complex that would be in violation of any statute, rule, ordinance, regulation, permit, covenant or any other validly imposed requirement of any governmental body, including the zoning, subdivision or building restrictions of the City of Aspen.
7. Garbage/Trash. All garbage/trash shall be placed in sealed garbage cans and stored in the unit or in a dumpster or dumpsters provided by the Association until garbage/trash pick up day. Trash, debris, and/or garbage left in the common areas may be removed by the Association, and the Association shall impose a fine in the amount of fifty dollars (\$50.00) per occurrence, assessed against the unit responsible for such trash.
8. Decks & Patios: Common Elements. The following are allowed to be stored on



decks and patios, designated as limited common elements, provided they are stored in a neat and orderly manner:

- a. Patio furniture in good condition and in an amount appropriate to the space.
- b. One (1) gas cooking grill, in good working order, and not a fire hazard.

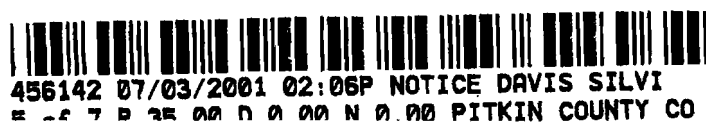
In all cases, the Executive Board will be the final judge as to the condition of the common areas, in order to ensure a pleasing appearance to the entire complex. No unit owner shall obstruct, damage, or commit waste to any of the common elements. Except as provided herein, no unit owner shall change, alter or repair anything in or on any of the common elements without the prior written consent of the Association.

9. Antennas. Radio, satellite, television or other types of radar dishes or antennas shall be allowed on the property, subject to approval by the Executive Board as to location, and compliance with any and all requirements imposed by the Aspen Historic Preservation Commission ("HPC"). Any owner who installs any such dish or antenna with HPC approval shall be responsible for its maintenance, repair, replacement or removal as required. If any such dish or antenna becomes unsightly, dangerous or unstable through lack of maintenance, upkeep or otherwise, the Association may remove it at the owner's expense.
10. Personal Property. Except for property of a current owner stored in the storage area designated for such owner's unit, any personal property left in the general or limited common elements may be presumed abandoned and will be disposed of by the Association at no liability to the Association. The Association shall not be responsible for any loss, due to theft, damage, or otherwise, to any personal property stored or otherwise left on any common element, whether allowed or prohibited by the Rules and Regulations.
11. No Noxious, Offensive, Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the complex nor shall anything be done or placed on or in part of the complex which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. Notwithstanding any provision herein to the contrary, provided that the use of and operations in the commercial unit are consistent with the Municipal Code and Zoning Requirements of the City of Aspen and are otherwise in compliance with all applicable laws, rules, regulations and orders of any governmental authority, the reasonable activities of the owner or tenant of the commercial unit relating to, and considering the nature of, the business conducted therein, shall be deemed not to be noxious, offensive, embarrassing, disturbing or annoying to others. No activity shall be conducted on any part of the project and no improvements shall be made or constructed on any part of the complex which are or might be unsafe or hazardous to any person or property. No

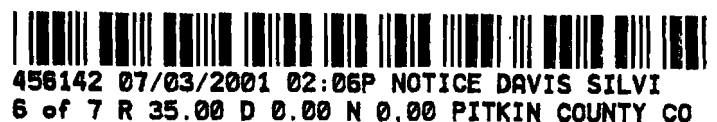


sound shall be emitted on any part of the complex which is unreasonably loud or annoying. No odor shall be emitted on any part of the complex which is unreasonably noxious or offensive to others. No light shall be emitted from any part of the complex which is unreasonably bright or causes unreasonable glare.

12. No Unsightliness. No unsightliness shall be permitted on or in any part of the complex. Without limiting the generality of the foregoing, except for property stored in the storage area designated for each unit, nothing shall be kept or stored on or in any of the common elements. Nothing shall be placed on or in windows and doors of units which would or might create an unsightly appearance; provided that the owner or tenant of the commercial unit may place in the windows and door of that unit reasonable items related to the business conducted therein.
13. Restriction on Signs. No signs or advertising devices of any nature shall be erected or maintained on any part of the complex; except that the owner or tenant of the commercial unit may erect and maintain on that unit a reasonable number of signs that relate to the business conducted therein and provided that such signs are reasonable in appearance and maintained in a good condition and state of repair.
14. Maintenance of Units and Common Elements. Each unit and all improvements, fixtures, and furniture and equipment therein shall be kept and maintained by the unit owner in a clean, safe, attractive and sightly condition and in good repair. No structural alterations within any unit or with respect to any common elements shall be made and no electrical, plumbing or similar work within any unit (except minor repair work localized within the unit not affecting these overall utility systems) shall be done without the prior written consent of the Association and any building or other permits required by the City of Aspen.
15. Owner Caused Damage. If, due to the act of neglect of a unit owner, loss or damage shall be caused to any person or property, including the complex or any unit therein, such unit owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association and the carrier of the insurance has waived its rights of subrogation against such unit owner. The amount of such loss or damage may be collected by the Association from such unit owner as a special assessment against such unit owner, by legal proceedings or otherwise, and such amount shall be secured by a lien on the unit of such unit owner as provided in the Declaration for assessments or other charges.
16. Lease Requirements.
 - a. Any lease shall be in writing and provide that the lease is subject to the terms of the Deed Restrictions, the Declaration, the Bylaws, and these Rules and Regulations.




- b. Any failure to comply with the terms of the Deed Restrictions, the Declarations, the Bylaws, these Rules and Regulations, or any governing documents of the Association shall be a material default under the lease, enforceable by the Association. In addition, whenever the Declaration or any rule or regulation of the Association prohibits any action of, or assigns responsibility to, any unit owner and any provision of the Declaration or rule or regulation is violated by a tenant, licensee or guest of any unit owner (or anyone occupying the premises with his consent), the unit owner shall be liable for any such violation to the same extent as if the unit owner had committed the same (except to the extent that such a liability is prohibited by law).
- c. Each owner shall be individually responsible to send to the offices of the Association or its Management Company: (1) A copy of any current lease between that owner and his tenant(s), as well as the tenants(s) phone number and local mailing address; and (2) A copy of the current Rules and Regulations signed by the tenant(s).
17. No Impairment of Structural Integrity. Nothing shall be done, without the written consent of the Association, in, on or to, any unit or the common elements, or any portion thereof, which might impair the structural integrity of the buildings or which would structurally change the buildings.
18. Bicycles. All bicycles shall be kept in an owner's unit, on limited common elements appurtenant to an owner's unit or in areas specifically designated for bicycle storage on the common elements by the Association.
19. Assessment - Late Payment Interest. Any assessment received after the 5th day of the month shall accrue interest on the unpaid balance at the rate of 1 3/4 % per month.
20. Fines. After fifteen (15) days written notice to a unit's owner, continuing and/or negligent disregard for any of these Rules and Regulations or any other governing covenants of the Association by an owner or guest may result in the offending unit being assessed an additional monthly amount, at the discretion of the Executive Board, of up to two hundred dollars (\$200.00), plus the cost of actual damages. Continuous and repeated violations for more than twelve (12) months may result, at the discretion of the Executive Board, in additional assessment being raised to one thousand dollars (\$1,000.00) per month, plus the cost of actual damages.



These Rules and Regulations of the 7th and Main Street Condominiums are adopted the 2nd day of July, 2001, by unanimous consent of the Executive Board of the 7th and Main Condominium Association.


MARY ROBERTS, President
7th and Main Street Condominium Association


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