

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or any occupant, guest or invitee of any Owner or occupant. Each Owner and occupant shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner or occupant, or the Owner's or occupant's guest or invitee.

**Section 10.4 Pets.** No Owner or occupant may keep any animals, other than a reasonable number of generally recognized household pets, on any property in the community as determined in the discretion of the Board. No pot-bellied pigs, snakes, or other animals determined in the Board's sole discretion to be dangerous animals may be brought into or kept in the community at any time. All pets on any property in the community must comply with Summit County ordinances. The Board of Directors may adopt rules and regulations defining generally recognized household pets.

No Owner or occupant may keep, breed or maintain any pet for any commercial purpose. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while on the Common Elements; provided, however, dogs need not be leashed when within fenced patio, balcony or deck areas when attended. Feces left by pets upon the Common Elements, Limited Common Elements or in Units, including the pet owner's Unit, must be removed promptly by the owner of the pet or the person responsible for the pet.

The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the community upon ten days written notice. If the Owner or occupant fails to comply with such notice, the Board may remove the pet and/or obtain a court order requiring the Owner or occupant to do so.

Any Owner or occupant who keeps or maintains any pet in the community shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet in the community.

**Section 10.5 Vehicles and Use of Garages.**

**10.5.1** No motor vehicle classed by manufacturer rating as exceeding three-quarter ton and no motor home, trailer, detached camper or camper shell, boat, commercial vehicle or other similar equipment or vehicle may be kept or parked on the Project. All vehicles must have current license plates, be in operating condition and in a reasonable state of maintenance and repair. No vehicles shall be parked on the Project with conspicuous "For Sale" signs attached.

**10.5.2** All Owners and occupants shall observe and abide by all parking and traffic regulations as promulgated by the Association or by any municipal or other regulatory authorities. Each Owner or occupant shall park its vehicles, and shall ensure that its guests park their vehicles only in approved parking spaces, but not any spaces that are marked or identified as being restricted or reserved (e.g., handicap only parking spaces) or in any unauthorized areas. The Association may move the location of any restricted or reserved parking spaces from time to time. An Owner or occupant may not park its vehicle, and shall ensure that its guests do not park their vehicles in or on any street or road, or on the shoulder of any street or road located at, on or adjacent to the Project which is not approved for parking. An Owner, occupant or guests may park a vehicle in the driveway in front of such Owner's or occupant's garage as long as the entire vehicle is contained within the driveway boundaries. For the purpose of this Section the term "driveway" shall include only the concrete paved area in front of an

Owner's or occupant's garage and shall specifically exclude the asphalt paved area which is a roadway and must be free of parked vehicles to ensure emergency vehicle access.

**10.5.3** An Owner or occupant or Owner's or occupant's guest may use only his or her driveway and designated garage(s) for regular continuous use. During winter months parking in front of garages is strongly discouraged since the possibility of falling snow and ice is significant and may cause serious damage to vehicles. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by Owner or occupant, or any member of such Owner's or occupant's family, guests, invitees or licensees shall be illegally parked or abandoned on the Property or be damaged by falling snow or ice, the Association shall be held harmless by such Owner or occupant for any and all damages or losses that may ensue and any and all rights in connection therewith that the Owner or occupant of driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Owner or occupant shall indemnify the Association against any liability that may be imposed on the Association as a result of such illegal parking, abandonment or from falling snow and ice and any consequences thereof.

**10.5.4** The garages constructed with each Unit are restricted in use to only parking of the Owner's or occupant's vehicles and vehicles of the Owner's or occupant's guests and shall not be used as residential living areas, work areas or for any purpose other than the parking of vehicles and bicycles, skis, snowboards or other sporting equipment. Garages may also be used as temporary staging and work areas for interior construction projects and for tuning and maintenance of sporting equipment (including skis, snowboards and bikes).

**10.5.5** Except with the prior written approval of the Board of Directors, no vehicle maintenance, servicing, repairing, assembling, disassembling, modifying, restoring, other than emergency work, shall be permitted in the Unit or on the Project, unless all of the following conditions can be met: (a) such activity must be conducted within an enclosed garage with the garage door fully closed; (b) such activity is not undertaken as a business; and (c) such activity will not cause any Owner or occupant to park one or more of its authorized vehicles in an outside location within the boundaries of the Project. The foregoing shall not apply to the washing or polishing of motor vehicles, together with those activities normally incident to such activity. The length of time allowed for emergency work may be determined by the Board of Directors; provided, however, no emergency work shall be permitted for more than a continuous period of 24 hours. Any or all of the foregoing activities, however, may be prohibited entirely by the Board of Directors, if the Board determines that it creates a nuisance.

**10.5.6** Any vehicles parked in violation of these or other parking regulations properly promulgated by the Association may be towed, restrained or disabled at the Owner's or occupant's sole risk and expense. The Association also reserves the right to impose fines in such reasonable amounts as it determines from time to time against Owners or occupants who have parked vehicles, or whose guests have parked vehicles, in violation of these regulations. Any such fines shall be treated as Default Assessments.

**10.5.7** No guests, invitees or visitors shall be permitted to park in visitor parking spaces for more than 7 consecutive days.

**Section 10.6 Heating of Units in Colder Months.** To prevent breakage of water pipes during colder months of the year resulting in damage to the Units or Common Elements, increased Common Expenses and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature setting of 55° Fahrenheit (except during power failures or periods when heating equipment is being repaired) whenever the temperature is forecasted to or does reach 32° Fahrenheit or