

**RULES AND REGULATIONS**  
**TREEHOUSE CONDOMINIUM ASSOCIATION**  
Amended: March 24, 2026

**1. Purpose and Authority**

- 1.1. These Rules and Regulations are adopted to govern the use and enjoyment of the Units and Common Elements located in and on the Property known as the Treehouse Condominiums.
- 1.2. The Project was declared to be a condominium project by the Declarant and, by recording the Declaration, was subjected to the terms and provisions of the Declaration and the Condominium Ownership Act (CRS § 38-33-101 *et seq.*).
- 1.3. The Association is charged with the duty of management, maintenance, and care of the Property and charged with the duty of performing the obligations as set forth in the Declaration.
- 1.4. The Association has elected treatment of the Colorado Common Interest Ownership Act, pursuant to CRS § 38-33.3-118, and in doing so has bound itself to adherence with the same.
- 1.5. The Association may, pursuant to CRS § 38-33.3-302 (f), regulate the use, maintenance, repair, replacement, and modification of the Common Elements.
- 1.6. The Association's Board of Directors (Board) is charged with administering the affairs of the Association and has the authority, pursuant to the Declaration, to adopt, amend, and enforce rules and regulations concerning and governing the Common Elements and promoting and carry out the purposes of the Declaration.

**2. Definitions**

- 2.1. "Association" means the Treehouse Condominium Association, a Colorado nonprofit corporation, duly formed and existing, pursuant to CRS § 7-121-101 *et seq.* and CRS § 38-33.3-101 *et seq.*
- 2.2. "Common Elements" means the General Common Elements and the Limited Common Elements.
- 2.3. "Declaration" means that certain Condominium Declaration for Treehouse Condominiums recorded on May 13, 1974, at reception No. 141305 in the real property records of the County of Summit, Colorado, as amended from time to time, including the First through the Fifteenth Supplements.
- 2.4. "General Common Elements" means the real property described in the Declaration and the improvements thereon, the structural components of the buildings, such improvements as may be provided for common use, service

streets, parking lots, green spaces, and all air above such land, except the Units. Specifically included herein are the Recreational Facilities.

- 2.5. "Limited Common Elements" means those parts of the General Common Elements that are either limited to and reserved for the exclusive use of a Unit or are limited to and reserved for the common use of more than one but fewer than all of the Units, including the balcony, terrace or deck which adjoins a Unit.
- 2.6. "Manager" means any employee, contractor, volunteer, or managing agent who provides, through written agreement for management services to the Association.
- 2.7. "Map" means the engineering survey of the land depicting and locating all the improvements, the floor and elevation plans and any other drawing or diagrammatic plan depicting a part of or all the land and improvements thereon and made an exhibit to the Declaration.
- 2.8. "Owner" means a person or legal entity or any combination thereof, who owns an interest in one or more Units.
- 2.9. "Property" means all the land and improvements submitted by the Declaration and any land and improvements which have been subsequently subjected to the Declaration.
- 2.10. "Recreational Facilities" means certain of the General Common Elements and includes clubhouses, pools, hot tubs, saunas, exercise and game rooms, outdoor playgrounds, and ball courts.
- 2.11. "Unit" means one individual air space that is contained within the perimeter walls, floors, ceilings, windows, and doors of each unit as shown on the Map, together with all fixtures and improvements therein contained but not including any of the structural components of the buildings located within the unit.

To the extent there is conflict between a defined term in these Rules and Regulations and in the Declaration, the defined term in the Declaration shall control.

### **3. Fires**

- 3.1. It is prohibited to start or maintain a fire in or on any General Common Element or Limited Common Element, which includes any balcony, terrace, or deck, or in any Unit, except that gas-burning fires are permitted within the enclosed established fireplace.
- 3.2. It is prohibited to store, maintain, or utilize a gas or charcoal-burning grill in or on a General Common Element or Limited Common Element, except that an electric-powered grill is permitted.

#### **4. Animals**

- 4.1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the property, except that dogs, cats, or other household pets may be kept, provided, however, the Owner of the Unit which houses said dogs, cats, or other household pets must bear the full cost to maintain, repair or replace any real or personal property located within the Unit or in the Common Elements damaged by the pet.
- 4.2. An Owner or the tenant of a Unit shall register a dog, cat, or other household pet that will be kept within the Unit for any amount of time using a form prescribed by the Manager.
- 4.3. No dog, cat, or other household pet shall be permitted to run at large on any part of the Property. All dogs, cats, and other household pets must be leashed and under a person's control at all times outside the Unit.
- 4.4. No dogs, cats or other household pets are allowed to be tethered to any portion of the Common Elements, including on any balcony, terrace or deck, or otherwise left unattended while outside the Unit.
- 4.5. No dog, cat, or other household animal shall cause a loud or disturbing noise while on the Property.
- 4.6. The Owner of a Unit and the tenants thereof must promptly remove and clean all excrement caused by a dog, cat, or other household animal. This includes any condition that permits an offensive or outrageous smell to occur. All pet excrement or other waste shall be promptly and properly disposed of in a trash receptacle or dumpster.
- 4.7. Any person who finds an animal running at large or causing a disturbance should contact the Summit County Animal Control and Shelter for investigation.

#### **5. Noise**

- 5.1. No person shall make or permit to be made any loud, obnoxious, disturbing, or offensive noise or do or permit any act that unreasonably interferes with the rights, comfort, or convenience of any other person at any time on the Property.
- 5.2. The occupants of all Units shall observe quiet hours from 10:00 PM to 7:00 AM, and during such time, no loud or disruptive noise shall be made or permitted.

#### **6. Entry to Units**

- 6.1. Owners are solely responsible to provide Unit keys to any other person, and neither the Association nor the Manager shall supply keys to any person for any purpose, except for those limited circumstances detailed herein.

- 6.2. The Manager may, after verification of Unit ownership, open and unlock a Unit for the verified Owner. The Manager may charge a reasonable fee to provide this service.
- 6.3. All Unit entry doors shall be keyed to a master key that is retained by the Manager. Owners must not change or install locks on entry doors that would remove them from the master key system.
- 6.4. The Manager may enter into any Unit with reasonable notice to make repairs, and, in the event of an emergency, may enter a Unit without notice to prevent damage to the Common Elements or another Unit.

## **7. Parking**

- 7.1. Parking lots are reserved for Owners, their tenants, and guests, and for commercial delivery and service vehicles.
- 7.2. Each Owner shall at all times have the right to park at least one vehicle in a parking lot somewhere on the Property. There shall be no right to park in a specific parking lot.
- 7.3. All vehicles must be registered with the Association at all times they are parked on the Property. All vehicle owners shall ensure that upon parking in an Association parking lot, they obtain a permit using the form and format prescribed by the Association's agent. The Association's agent will patrol the parking lots after 11:00 PM each night to enforce compliance with these Rules and Regulations. A vehicle without a permit may be immobilized or booted for failure to register. The owner of the immobilized vehicle is responsible for paying the booting company to remove the immobilizing device.
- 7.4. Upon proper registration, the Association will issue a permit to the vehicle, authorizing the vehicle to park on the Property. Each Unit shall be allocated permits based on Unit size as follows:
  - 7.4.1. One (1) bedroom – two (2) permits
  - 7.4.2. One (1) bedroom with loft – three (3) permits
  - 7.4.3. Two (2) bedroom– three (3) permits
  - 7.4.4. Two (2) bedroom with loft – four (4) permits
  - 7.4.5. Lower townhomes – Unit garage parking only
  - 7.4.6. Upper townhomes – two (2) permits
  - 7.4.7. All units – one (1) guest permit

- 7.5. No vehicles may be parked on the unpaved portions of the Property unless authorized in writing by the Manager.
- 7.6. Vehicles must be parked in conformance with any traffic control devices, including signs and pavement markings.
- 7.7. During the winter months, after a snowstorm, vehicles must be moved to a new parking location where snow has been plowed at least every forty-eight (48) hours to allow for snow removal in all portions of the parking lot.
- 7.8. The Manager shall designate parking locations where vehicles that are registered with the Association, pursuant to Section 7.9, may be parked for extended periods of time. Vehicles that are otherwise parked properly in designated long-term parking locations shall be exempt from the provisions of Section 7.7.
- 7.9. Any vehicle or trailer parked on the Property must have a vehicle identification number (VIN) in order to be registered with the Association. All vehicles and trailers shall be properly parked in a single parking space. If the vehicle or trailer cannot be parked properly in a single parking space, the owner or operator of the same shall contact the Manager to arrange for parking in a location where there is no or limited impact to the rest of the parking lots. If there is no other location where the vehicle or trailer can be properly parked in a single parking space, then the vehicle or trailer must not be parked on the Property.
- 7.10. It is prohibited to park any oversized vehicle in a parking lot without the approval of the Manager.
- 7.11. It shall be prohibited to sleep overnight or reside in a parked vehicle.
- 7.12. No repairs to vehicles shall be made on the Property, except for minor repairs. Any oil or fluid spill shall be cleaned and repaired by the person responsible for such spill.
- 7.13. The Association shall engage an agent to monitor for compliance with the permit requirements described herein, who will contact a registered booting company to immobilize non-permitted vehicles located on the Property. Immobilization of non-permitted vehicles shall comply with 4 CCR 723-6 and CRS § 40-10.1-101 *et seq.*
- 7.14. The Manager will provide at least twenty-four (24) hours' written notice in advance of any work to be performed in a parking lot, and all motor vehicles parked in that parking lot must be relocated before the initiation of the scheduled work.

## **8. Common Elements**

- 8.1. The owners' clubhouse is for the exclusive use of each Owner and any guests whom the Owner accompanies in the owners' clubhouse. The Association will assign security codes to enter the owners' clubhouse and will provide the same to the Owners. No Owner shall share or distribute the security code to the owners' clubhouse to any non-Owner.
- 8.2. The Association will assign key cards, fobs or other similar devices to each Unit that enable Unit guests to access the guest clubhouse.
- 8.3. The Recreational Facilities, walkways, parking lots, and woodland within the Common Elements are limited to use by the Owners, their tenants, and guests. All users are responsible for their own safety when using the Recreational Facilities, and such facilities are to be used at the users' sole risk and responsibility. Each user holds the Association harmless from all claims for personal injury or damage by virtue of such use.
- 8.4. Recreational Facilities shall be used only for their designated purposes.
- 8.5. Laundry machines are to be used for normal household laundry within the capacity limits of the machine. Rugs, blankets, and bulky items that can overload or clog machines with lint are prohibited. Flammable chemicals and other cleaning substances not designed for machine washers shall not be used in the laundry machine.
- 8.6. It is prohibited to possess any glass item in the pool or spa areas.
- 8.7. Cooking facilities in the guest clubhouse shall only be utilized by a person who has contracted with the Association for such use.
- 8.8. The guest clubhouse may be rented for special occasions by contacting the Manager. The Association may charge a reasonable fee for the rental of the guest clubhouse. Any person renting the guest clubhouse must sign a written agreement which includes, among other things, an obligation to indemnify and hold harmless the Association from all claims for injury or damages as a condition of such use.
- 8.9. While utilizing the Recreational Facilities persons who, understand, and comprehend these Rules and Regulations, any signs posted by the Association, or tend to their own health and safety must be accompanied by another person who is able to read, understand, and comprehend these Rules and Regulations, any signs posted by the Association and tend to both their own health and safety and the health and safety of others.
- 8.10. Any person utilizing a pool who does not have sufficient swimming skills to swim independently must be accompanied by a person with such skills.

- 8.11. No child under the age of five (5) shall use a hot tub, and no child under the age of six (6) shall use a sauna in the Recreational Facilities, pursuant to recommendations made by the United States Centers for Disease Control and Prevention.
- 8.12. All persons using the exercise equipment must be knowledgeable on the proper use of the equipment and physically able to use the equipment.
- 8.13. The Association may suspend the right of any Unit to utilize the Recreational Facilities for violation of these Rules and Regulations for a period not to exceed sixty (60) days or during any period of violation, whichever is greater.
- 8.14. The Association may limit or close any Common Element for a set period of time upon giving notice to the Owners of such closure and the reason for the same if the closure will last longer than seventy-two (72) hours. The Association shall not unreasonably restrict or prohibit access more than necessary to a Common Element and shall give all notice of closures, pursuant to CRS § 38-33.3-302.5.
- 8.15. All persons must at all times conform to standards of acceptable behavior while in or about the Common Elements. Unacceptable behavior is:
- 8.15.1. Failure to comply with the instructions of the Manager.
  - 8.15.2. Verbal or physical abuse.
  - 8.15.3. Physical, sexual, or verbal harassment.
  - 8.15.4. Unruly and offensive behavior.
  - 8.15.5. Vandalism of the Property, materials, or equipment.
  - 8.15.6. Soliciting and panhandling.
  - 8.15.7. Voyeurism and peeping.
  - 8.15.8. Exhibitionism and flashing.
  - 8.15.9. Any other behavior that disrupts the regular and peaceful order of the Property.

Anyone experiencing unacceptable behavior from another person that makes them feel unsafe or that otherwise involves criminal conduct should contact law enforcement immediately for assistance.

## **9. Trash, Rubbish, and Refuse**

- 9.1. Trash, garbage, rubbish, and refuse must be stored at all times in a county-

approved trash receptacle. Portable trash cans located on the Property must be used only for minimal items such as dog waste bags, empty drink bottles and cans, food wrappers and the like and not for bags of household garbage.

- 9.2. It is prohibited to dispose of large or unacceptable items in the trash receptacles. Unacceptable items include, among others, mattresses; furniture; appliances; computers, phones, television sets and other electronics; carpet; remodeling debris; and tires.
- 9.3. It is prohibited to dump, store, or abandon any item or thing whatsoever on a General Common Element. No trash shall be stored on a Limited Common Element (balcony, terrace, or deck), outside the door of any Unit, or on any other Common Elements.
- 9.4. No Unit may accumulate trash, rubbish, or refuse, and each Unit must at all times be kept in a condition which is clean, sightly, and sanitary.
- 9.5. The Limited Common Elements, which include the Unit's balcony, terrace, or deck, at all times must be kept in a condition that is clean and sightly. Except for the limited purposes described in Section 10.10, nothing may be stored on the Limited Common Elements, including on a Unit's balcony, terrace, or deck, that is offensive to sight or unsanitary or that protrudes beyond the edge of the balcony, terrace, or deck.

## **10. Building Upkeep**

- 10.1. It is prohibited to obstruct the common sidewalks, driveways, entrances, and passageways, which shall be solely utilized for ingress and egress. No personal property or any other thing whatsoever shall be left or stored in or on a General Common Element.
- 10.2. Owners are responsible for the maintenance, repair, and replacement of all portions of their Unit, including the internal walls, ceilings, and floors. The Owner may repair, alter or remodel their Unit interior, except that no Owner shall engage in any type of work that involves the structural components of any portion of the building without Association approval and any other authorizations as may be required under the Declaration and county regulations.
- 10.3. Except as described in Section 10.9, there shall be no wiring, which includes, without limitation, electrical or telephone installation, television or radio antenna, extension cord, air conditioning unit, or other similar device originating from a Unit without written authorization from the Association.
- 10.4. Each Unit must have a heat or smoke detector in good working order. A heat or smoke detector that falls into disrepair shall promptly be replaced by the Owner. It is prohibited to disconnect a heat or smoke detector that is hard-wired into the

Property's fire alarm system.

- 10.5. Each Unit must have in good working order a carbon monoxide detector within fifteen (15) feet of any sleeping area pursuant to CRS § 38-45-103.
- 10.6. It shall be prohibited to install washing machines or dryers within a Unit, since the plumbing and electrical wiring in each Unit was not designed with capacity for such use. The townhome Units may install washing machines and dryers, as those Units were specifically constructed to allow for such use.
- 10.7. All Unit windows and doors shall be maintained with a color of white, off-white, or natural wood to the outside so that all buildings are neat and uniform.
- 10.8. It is prohibited to cover windows within a Unit with sheets, blankets, bedspreads, towels, beads, or other similar materials.
- 10.9. Exterior seasonal decorations must be removed following thirty (30) days after the holiday. Decorations and lights are limited to the airspace of each balcony, terrace, or deck and shall not protrude beyond the balcony rail. White lights may be installed in the airspace over each balcony, terrace, or porch year-round.
- 10.10. No balcony, terrace, or deck shall be used for general storage. A Unit may store patio furniture, bicycles, and seasonal sports equipment on a balcony, terrace, or deck as long as the condition of the same is clean and sightly.
- 10.11. Balcony railings must not be used for drying towels or other laundry.
- 10.12. An Owner shall be responsible for the cost of repair and replacement of any other Unit or the Common Elements when such damage is caused by any negligent act or omission caused by the Owner.
- 10.13. Owners shall keep in good repair and condition the supporting walls and the materials, including, without limitation, plaster, dry wall, and paneling.
- 10.14. No Owner shall disturb the lines, pipes, wires, conduits, or systems running through their Unit which serve another Unit.
- 10.15. Owners shall maintain and keep in good repair all fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit.
- 10.16. An Owner is liable to the Association for any reasonable costs incurred by the Association as a result of the Owner's acts or omissions, including (among others) negligence and misconduct, and the Association may collect such reasonable costs, including attorney's fees and court costs, as an assessment for a common expense.
- 10.17. No Owner shall keep their Unit in a condition that will increase the Association's insurance premiums.

- 10.18. In order to avoid unreasonable disturbances to other residents, all flooring materials shall utilize sound-dampening materials to reduce the noise generated from walking on the flooring.
- 10.19. Owners shall remove or cause to have removed any snow or ice from their balcony, terrace, or deck that could cause damage to the Common Elements or to another Unit prior to such damage occurring.
- 10.20. Owners are responsible during the winter months to set their Units' thermostats at sixty-five (65) degrees or at such temperature that will enable the flow of hot water through the heating system and prevent the freezing of pipes.

## **11. Renters**

- 11.1. Owners shall, at the time of move-in and no less than once per year thereafter, or upon any change, provide the Association with information regarding the use of their Unit (Owner occupied, long-term rental, short-term rental) and their contact information (mailing address, email address, phone number).
- 11.2. Owners shall provide copies of these Rules and Regulations to their renters.
- 11.3. Short-term renting is not regulated by the Association. Any person aggrieved by the conduct of the occupants of a Unit that is being short-term rented may contact the Summit County Short-Term Rental Complaint Hotline.

## **12. Signs**

- 12.1. A Unit may install one flagpole mounted to the Unit's deck railing as long as such flagpole does not impact the structural integrity of the building or railing. An Owner shall submit to the Association for approval, pursuant to Section 13, plans and specifications for the flagpole prior to installing the flagpole. The flag posted by a Unit may be of their choosing once the flagpole's location is approved by the Association.
- 12.2. It is prohibited to post any sign that is an advertisement for business or commercial in nature, except that a for sale or for lease sign may be posted in the window of a Unit during such time as the Unit is for sale or for rent.

## **13. Modifications and Improvements**

- 13.1. Owners shall, prior to undertaking exterior, plumbing or electrical improvements, submit to the Association written plans, drawings, specifications, and diagrams showing the kind, shape, heights, materials, locations, approximate cost of the improvements, and an estimate of the time it will take to construct the improvement, and the Association shall within forty-five (45) days respond to the Owner regarding the application.

- 13.2. Any addition or alteration that an Owner undertakes without approval by the Association shall be deemed a nuisance and ordered removed. Failure to comply with an order gives the Association grounds to cure the nuisance at the Owner's expense. The Association may also seek a court order requiring the Owner to comply with the Association's directions.
- 13.3. In evaluating an Owner's submission of any proposed external improvement, addition, or decoration, the Association shall consider only the proposed design's conformity and harmony with existing design and location. The Association shall not unreasonably withhold approval of a proposed improvement.
- 13.4. It is prohibited to make any alterations, additions, or improvements to the Common Elements without the approval of the Association. No awning, canopy, shutter, satellite dish, or antenna shall be affixed to or placed upon the exterior walls, doors, roof, or any part thereof or exposed on or at any window. A satellite dish or antenna may be installed on the Units deck, but not on the railings or sides of the building.
- 13.5. Prior to any Owner undertaking work to modify or replace the flooring in their unit, the Owner shall first obtain the appropriate permit or authorization from Summit County. The Owner shall, once having been approved by Summit County, submit to the Association for approval plans and specifications detailing the proposed flooring installation location and materials. The Association shall base its consideration of flooring on interference with electrical, heating, and plumbing components. Where the proposed flooring does not interfere with electrical, heating or plumbing components and has been granted a permit from Summit County, the Association shall approve the flooring.

#### **14. Interference**

- 14.1. It is prohibited to interfere with a contractor engaged by the Association while the same is engaged in providing services to the Association.
- 14.2. No person shall provide direction to the Association's contractors except for the Manager, Board President, or Board Vice President in the absence of the Board President, and no person shall provide direction to the Manager or the Association's attorneys except for the Board.
- 14.3. It is prohibited for a Unit to be used or maintained in any manner that is in violation of any local, state, or federal law or regulation. The Association may refer to law enforcement any good faith suspicion that unlawful conduct is occurring in a Unit or by occupants of a Unit.

#### **15. Smoking**

It is prohibited for any person to smoke or otherwise consume by inhalation or vaporization any substance, material, or thing whatsoever in the interior portion of any

Common Element, including any balcony, terrace, or deck, or within twenty-five (25) feet of the entrance to any Unit or Common Element.

## **16. Bed Bugs**

16.1. Owners must report to the Association any time they become aware of the known or suspected presence of bed bugs in their Unit. In the event of a bed bug infestation, the Owner shall implement treatment and extermination plans to eradicate the bed bugs, which plans shall be approved by the Association.

16.2. Should an Owner fail to take action to the satisfaction of the Association to eradicate known or suspected bed bug infestation, the Association may take such action as is necessary, which costs shall be collected from the Owner.

## **17. Enforcement**

17.1. The Association will enforce these Rules and Regulations pursuant to its Policy Regarding Policies and Procedures for Covenant and Rule Enforcement as may be amended from time to time.

17.2. Any person who, by reason, information, or belief, perceives another person or persons may be committing acts that are in violation of local, state, or federal laws should refer the matter to the Summit County Sheriff's Office. The Association is not a law enforcement organization, and violations of the law should be resolved by law enforcement.

17.3. To the extent they are applicable, all Owners shall have knowledge of and comply with the Rules and Regulations of the Buffalo Mountain Metropolitan District, as amended from time to time.

17.4. Owners shall direct and control the activities of themselves, their families, tenants, and guests to conform to these Rules and Regulations.

## **18. Miscellaneous**

18.1. Nothing in these Rules and Regulations is intended to reduce, limit, waive, override, or supersede legal requirements for compliance with local, state, or federal law, including but not limited to compliance with rules and regulations adopted by, any licenses or permits issued by, or other authorizations or approvals required by Summit County, Colorado, or the State of Colorado.

18.2. These Rules and Regulations apply to all persons who enter the Property, regardless of their prior knowledge or understanding of these Rules and Regulations.

- 18.3. It is prohibited for any person to engage in any unlawful activity on the Property.
- 18.4. The Association's decision not to pursue enforcement of these Rules and Regulations does not imply a waiver of the same. No consent to waive these Rules and Regulations, either express or implied, is granted absent written authorization from the Association.
- 18.5. Any consent or approval required by these Rules and Regulations shall be obtained in writing prior to the commencement of such activity or action. In no event shall approval be inferred from oral conversation.
- 18.6. The terms and phrases used in these Rules and Regulations are to be applied using the common and ordinary meaning of words and phrases unless specifically defined in these Rules and Regulations.
- 18.7. If any provision of these Rules and Regulations or the application thereof to any person or circumstance is held to be invalid, the remainder of the Rules and Regulations, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect.
- 18.8. For purposes of these Rules and Regulations, the singular means the plural, and the plural means the singular as context may require.