

Sunridge at Avon II
Rules and Regulations

Table of Contents

1. Use Restrictions
2. Lease Requirements
3. Insurance
4. Willful and Negligent Acts
5. Violation of the Law
6. Pet Rules
7. Trash and Unsightly Uses
8. Patios and Balconies
9. Grills
10. Parking Area and Vehicle Registration and Restrictions
11. Inoperative, Unused, or Abandoned Vehicles
12. No Automotive Maintenance
13. Exterior Alterations
14. Right of Entry
15. Keys and Locks
16. Exterior Decoration
17. Satellite Dishes
18. Maintenance of the General Common Elements
19. Noise and Nuisances
20. Personal Property
21. Safety
22. Cooking Lard
23. Interior Remodels
24. Plumbing and Water Leaks
25. Roof Access
26. Rule Violations
27. Fines and Charges
28. Additional Rules

Rules and Regulations

Pursuant to Article III, Section 2 of the Declaration of Condominium for Sunridge at Avon II (“Declaration”) and the Bylaws, the Board of Directors (“Board”) of the Sunridge at Avon II Condominium Association (“Association”) has adopted the following Rules and Regulations to govern the use and enjoyment of the Sunridge at Avon II Condominiums (“Project”). The word “Project” includes all Sunridge at Avon II Property, Condominium Units and the general and limited common elements. All Owners, guests, members of Owner’s family, servants, employees, invitees, lessees (tenants), and licensees (collectively known as “Occupant”) are subject to and shall adhere to these Rules and Regulations. The Association desires to insure the highest possible standard of living experience within the Project, and in order to accomplish that objective the Association requires the cooperation of all Occupants.

1. USE RESTRICTIONS

A) The Project shall be used only for residential purposes and for services, activities, and recreation in conjunction with such residential use. No commercial on-site business activities of any kind whatsoever shall be conducted in any Unit, or in any portion of the General Common Elements except as lodging on a lease or rental basis or as may otherwise be permitted pursuant to Colorado law. The Association or any Association designated condominium rental office may conduct reasonable business activities on the Property.

B) The only legal relationship that exists is solely between the Association and its individual Owners of record, not Managers, tenants, guests, friends or family members. As a courtesy, to render assistance, out of necessity or emergency, the Board and/or Management may interact and/or communicate directly with any Occupants, caretakers, Managers or Owner's authorized agents at the discretion of the Board and/or Management.

C) Owners of record shall provide the Association with valid, reliable and updated Owner contact information including at least one working Owner phone number and one Owner mailing address, so that the Association may conduct both its regular and required business, and in case of emergencies.

D) Common areas (landscaped areas, parking areas, sidewalks, and hallways) are for use by any Occupants. Any common sidewalks, driveways, entrances or passageways shall not be obstructed or used for any other purpose than ingress to and egress from the Units (the "Ingress/Egress Areas"), nor shall these be used as play areas. There shall be no loitering, disruptive behavior, excessive noise, or consumption of alcoholic beverages on the Ingress/Egress Areas. There shall be no smoking inside or within 25 feet of an entryway or common areas of the buildings. No Occupant shall place on, plant or remove from the Project grounds, plants of any description without the prior consent of the Board of Directors. External water faucets and electrical outlets located in common hallways are for the exclusive use of designated maintenance personnel and are not to be used by Occupants of the Project. Each Owner shall be responsible for the conduct of the Occupants of their Units, including costs incurred from policing, clean up, repair and any incidental charges including time for Management.

E) At no time in any area and in any way shall anyone ever create or cause any situation that does or could imperil the safety of other individuals or any physical part of, in, or on the Project, nor shall any such situation or condition once discovered be allowed to exist or persist.

2. LEASE REQUIREMENTS

A) Any Owner of a Condominium Unit shall have the right to lease his Condominium Unit upon such terms and conditions as he may deem advisable subject to the following. Any lease shall be written and shall provide, in writing, that the lease is subject to the terms of the Declaration, the Articles of Incorporation, the Bylaws and the Rules and Regulations. Every lease shall provide that only an entire Condominium Unit may be leased and no parking space may be leased separately. The Owner of the Unit is responsible for ensuring their tenants are provided with a copy of the Rules and Regulations and any amendments that may be adopted. Tenants will comply with the Rules and Regulations. Every lease shall provide that any failure of a lessee to comply with the terms of the Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations shall be a material default under the lease enforceable by the Association or its Managing agent.

B) Each Owner who rents/leases their Unit is responsible for informing their tenant(s) and Managers (if any) of the Rules and Regulations. Owners shall be responsible for any costs (including Management costs) incurred by the Association due to the conduct of their tenants. Owners shall provide the Management Company with a copy of any current leases upon demand to the Board of Directors.

3. INSURANCE

A) Nothing shall be done within the Project which might result in the increase in the premiums or possible cancellation of insurance obtained by the Association for any portion of the Project.

B) Owners shall notify the Association in the event of an insurance claim. The Association shall review and investigate any claims to make a decision on whether or not a claim shall be made.

4. WILLFUL AND NEGLIGENT ACTS

A) Costs incurred by the Association due to willful or negligent acts, or lack of action of any Occupant of a Unit will be the responsibility of the Owner of the Unit. These costs may be assessed/charged to the Owner as provided for in the Declarations Article VII, Section 6.

5. VIOLATION OF THE LAW

A) Nothing shall be done within the Project which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body. Each Owner shall reimburse the Association for actual costs and expenses (including policing and Project Management response) caused by a violation of law including by any Occupants of the Owner's Unit.

6. PET RULES

A) No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained within the Project. Dogs, cats or other household pets (not more than two per Unit) may be kept by an Owner of a Condominium Unit, provided that such Owners shall keep their pet(s) on a leash and in control at all times when outside of the Condominium Unit and shall abide by all governmental ordinances and laws. No tenant or guest of an Owner may keep a pet within the Project.

B) Pet owners are to clean up after their pets and dispose of pet waste in a suitable container.

C) The Association or any Owner of a Condominium Unit may summon any appropriate authority, including the police, to enter the Common Elements, which includes, but is not limited to, any balcony, patio or storage closet to remove any pet running at large.

D) No pets shall be kept or tethered outside the Unit, on the balcony or to any portion of the General Common Elements.

E) An Owner may be responsible for any costs associated with cleaning, repair or policing the actions of their Unit's pet.

F) Pets constituting a nuisance, in the sole opinion of the Board, may be ordered by the Association to be kept within the Unit of the Owner or ordered expelled from the Project.

7. TRASH AND UNSIGHTLY USES

A) The Association has provided outside containers for trash. The containers are located adjacent to the parking areas. All trash and garbage shall be placed in sealed plastic bags, and all boxes must be broken down and disposed of in the garbage containers provided. No trash shall be brought in from off of the property. Any oversized items that cannot be placed inside the dumpsters will require a special pickup. Management will arrange for this on behalf of the requesting Occupant and may bill the additional charge to the Unit Owner's account. No part of the Common Elements shall be used either for storage of personal property or for the dumping of any kind of garbage, trash, or waste by any Unit's Occupants. Any charges for janitorial services, cleaning, repairs or any other Management activities related to these violations shall be billed back to that Unit Owner's account.

8. PATIOS AND BALCONIES

A) No Occupant shall store, display or place any items or material in or on any patio or balcony other than (1) outdoor furniture intended for outdoor use, (2) one gas or electric grill as further described below (in Section 9), (3) no more than four bicycles, which cannot be hung or suspended, or propped-up/stacked on top of anything else (4) flower-pots or flower-beds with a drip catcher (and subject to Section 8(g) below), (5) children's toys, and (6) seasonal recreational equipment.

The above must be kept and stored in a reasonably neat and organized manner that does not, in the sole opinion of the Board and/or Management, negatively impact the aesthetic appearance of the Project.

- B) No firewood shall be stored anyplace on the Project (NO wood burning is allowed anywhere, including the fireplaces.)
- C) No laundry, clothing, sheets, rugs or other items shall be displayed, stored, shaken-out, dusted, or hung as shading from any window, balcony, deck or patio.
- D) Nothing shall be located or stored on the patios or balconies which could compromise or damage the structural integrity of the building.
- E) Any item stored on the patio or balcony must not exceed the interior dimensions of the patio or balcony, nor shall any items be placed or stored outside the interior dimensions of the patio or balcony.
- F) No items shall be screwed, bolted, tied, attached or hung from any rafter, beam or siding of the Project.
- G) No flowerpots or flowerbeds can be located and/or suspended from the top of any balcony railings unless properly secured and approved by Management.
- H) No one shall cause anything noxious, dirty, toxic, hazardous, or anything else to fall, drip, drift or be thrown or dropped from one balcony down to another patio, balcony or the ground. Owners may be charged for any associated costs and expenses including cleaning, repairs, policing and Project Management caused by any Occupants of the Owner's Unit.
- I) Any type of fencing or screening in or on a patio or balcony must have written approval of the Association.
- J) No situation shall be allowed that creates any fire (or any other dangerous) hazard or imperils people's safety or the integrity of the property in any way. This includes unsafe grills, unsafe heating devices, any open flames, torches, fire pits, plants, trees, roots, branches, etc.

9. GRILLS

A) Charcoal grills are NOT allowed in the Project. Propane or electric barbecue grills only in safe and good repair are allowed. A fire extinguisher rated for Type A, B, and C fires shall be located in each Condominium Unit with a grill. The Board of Directors may require the use of any additional safety features, which it deems necessary for the safe use of barbecue grills on balconies and patios, or it may prohibit their use in such areas.

10. PARKING AREA AND VEHICLE REGISTRATION AND RESTRICTIONS

- A) Each Condominium Unit is entitled to the use of two unassigned parking spaces. Only one vehicle is allowed to be parked within each parking spot. All vehicles (including motorcycles) must have their valid and correct vehicle(s) license plate registered online with the Association at all times. No physical permits will be issued, and any previous permits are null and void.
- B) Only one online parking account per Unit is allowed. All registered vehicles are associated with an Owner's Unit. The Owner or Occupant that manages a Unit's Parking Passes must cancel their active permits when they move out and/or sell the Unit so that any new Owners or Tenants may register their vehicles immediately.
- C) The Board may elect to allow an additional permit based on the number of bedrooms and other factors to be considered. Additional permits can be revoked at any time with thirty-day notice. Motorcycles shall be counted as vehicles. The Association may designate areas in which motorcycles must be parked.
- D) The Association may designate guest parking areas in which all guests must park their vehicles. The Association may restrict guest parking at any time without notice. All guest vehicles must be registered online. Each Unit may have up to a total of 10 guest nights per month (based upon availability) that cannot be used by another Unit. A Unit's guest nights reset

at the beginning of each month. Any abuse of guest parking may cause this privilege to be revoked at the discretion of the Board.

E) All vehicles must park with a fully visible, completely correct and accurate (letters and numbers) and valid license plate (or temp tag) facing out (towards the road/driving lane).

F) No construction vehicles, trucks, commercial vehicles or recreational vehicles shall be stored or parked within the Project without the prior consent of Management or the Board of Directors. These may include but are not limited to motor homes, motor coaches, buses, vans, pickup trucks with campers, camping trailers, boat trailers, trailers of any type, off-road vehicles and motorcycles, vehicles with exterior equipment, construction type racks, service or platform bodies, storage bins, industrial equipment, ladders, oversized vehicles and unlicensed vehicles. Commercial vehicles also include any vehicle which bears any advertising including but not limited to company names and telephone numbers on the exterior of the vehicle. In its sole discretion the Association may designate parking areas for these types of "Special Vehicles."

G) During the winter months, all vehicles must be moved within 48 hours of every snow fall of more than 2 inches. Vehicles that are not moved after 48 hours may be tagged with a notice to move the vehicle. The vehicle owner shall then have 24 hours to move the vehicle after it is tagged. Failure to move your vehicle may result in booting, towing and/or relocation of the vehicle, all at the Unit Owner's expense.

H) Vehicles shall not be driven or parked on the lawns, walkways, pathways (including the entryways to the fronts of buildings) or in any area other than the paved designated parking spots as indicated, and within the painted lines and other borders, and also not taking up more than one spot per vehicle. The Board of Directors or Management may boot, tow or relocate vehicles that are in violation of the parking rules. Any charges related to the booting, towing, relocation or any other Management activities related to these violations of a vehicle may be charged back to that Unit Owner's account.

I) Vehicles shall only be driven in a responsible manner including at a safe and reasonable speed at all times.

11. INOPERATIVE, UNUSED, OR ABANDONED VEHICLES

A) No inoperative, unused, or abandoned vehicles shall be stored, parked, maintained, or kept upon any part of the Project. "Inoperative, unused, or abandoned vehicle" shall include but is not limited to any vehicle, automobile, truck, van, recreational vehicle, motorcycle, motorbike, boat, trailer, camper, house trailer or other vehicle which is not currently licensed, is not insured, is not registered, has broken windows, broken and hanging car parts, flat tires or is unable to move under its own propulsion, or when a former Unit Owner or former Unit Occupant has sold their Unit and/or moved-out and has abandoned their vehicle, or when anyone has abandoned their vehicle. "Abandoned" shall include but is not limited to any vehicle that has not moved in an excessive period of time, any vehicle whose owner is not reachable in a reasonable fashion (phone, email) or does not respond in a reasonable timeframe, or has been booted and has not responded to the booting company or the Association within a reasonable timeframe. Any charges related to the booting, towing, relocation or any other Management activities related to these violations of a vehicle may be charged back to that Unit Owner's account.

12. NO AUTOMOTIVE MAINTENANCE

A) No automotive maintenance shall be performed in any portion of the Project. The cost of repairs and/or fines may be imposed upon an Owner whose Unit is responsible for any damages or violations.

13. EXTERIOR ALTERATIONS

A) Without prior written approval by the Association, no alterations may be done to the exterior of the buildings of any of the Common Elements of the Project. No modifications that penetrate any walls, siding or roof are permitted without the previous written consent of the Board.

14. RIGHT OF ENTRY

A) The Association, through its duly authorized agents, shall have the right of entry without request in the case of an emergency originating in or threatening a Unit, or in the case or circumstances existing within a Unit which may affect the health or well-being of the Occupants or the Association. Occupants shall permit entry into a Unit upon request for the purpose of performing routine installations, alterations, repairs or inspections. Such request shall be made in advance and at the reasonable convenience of the Occupant, but also taking into consideration the urgency of the issue and the availability of the required contractor or service personnel.

15. KEYS AND LOCKS

A) Each Owner shall at all times provide the Association or Managing agent with keys to their Condominium Unit. In the event the lock to a Unit is changed, the Owner of that Unit shall immediately provide the Association with the new key. Any Owner failing to abide by the provisions of this paragraph may be liable for any damage resulting directly or indirectly from the inability by the Association in the event of an emergency or otherwise to obtain entrance to that Owner's Unit. The Association shall not be liable for any damage suffered by a Unit in the event the Association deems it necessary to enter a Unit by force.

16. EXTERIOR DECORATION

A) No Occupant shall hang from, drop from or affix to any window, door or Common Element any sign or other item without the prior written approval of the Board of Directors.

B) Window coverings must be appropriate for a residential neighborhood. The part of the window covering that is visible from the exterior of the buildings shall be white or beige in color and in good repair.

C) Front door mats (that protrude into the hallways) must be in good repair, not exceed 18" x 24" inches and always remain flat to prevent being a tripping hazard.

17. SATELLITE DISHES

A) All satellite dish installations must have written approval from Management.

B) The location of all dish installations must be approved by Management.

C) Cables must be black and secured with fasteners every three feet.

D) Cables must be installed in such a manner that minimizes the aesthetic impact on buildings.

E) Only one point of entry into the Unit is allowed and it must be near the lower portion of the sliding glass door area.

F) Any improper or unauthorized dish installations may be subject to being moved or removed altogether. Unit Owners shall be billed for any costs related to improper or unauthorized dish installations.

G) No more than one dish may be installed per Unit. Owners having a dish installed shall cause to be removed any decommissioned dish serving the Unit.

18. MAINTENANCE OF THE GENERAL COMMON ELEMENTS

A) Any Occupant who observes a condition within the General Common Elements which requires Association maintenance, should report that condition to Management. Any condition which requires emergency attention should be reported immediately to Management.

19. NOISE AND NUISANCES

A) All Occupants shall respect the peace and privacy of their neighbors. In no event shall any person play a musical instrument, shout, operate audio equipment or otherwise make excessive or unreasonable noise which may be heard outside the Occupant's Unit.

B) Quiet time shall be observed between the hours of 10:00 PM and 8:00 AM, this includes unreasonably loud talking, cleaning, TV's, construction, etc.

C) No noxious or offensive activity shall be carried on upon the General Common Elements or Units, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No activity shall be conducted on any part of the General Common Elements or within any Unit which is or might be unsafe or hazardous to any person.

20. PERSONAL PROPERTY

A) Any personal property which is left unattended in any General Common Element may be presumed abandoned and will be disposed of by the Association at no liability to the Association. If these items belong to a specific Unit, any costs associated with removing and disposing of these items may be charged back to that Unit.

21. SAFETY

A) Each Unit shall have a fire extinguisher provided and maintained by the Owner.

B) Anything (including grills) deemed by the Board of Directors or Management to be a fire hazard must be corrected, repaired and/or removed immediately.

C) No hazardous, toxic, combustible or flammable materials shall be stored in a Unit or on the patios or balconies or in the storage closets.

D) No electrical extension cords are to be run outside of the Unit or on the patios or balconies.

E) Fireworks are not permitted on the Project.

F) All appliances in the Unit are to be properly maintained. Owners shall be responsible for the maintenance and cleaning of all appliances within the Unit.

G) Any individual that uses the Association's Emergency Answering Service for something that is not an Association emergency may be subject to being charged.

22. COOKING LARD

A) Lard is NOT an acceptable cooking product on the Condominium Project as it causes damage to the Unit, Common Elements and increased maintenance costs. Lard should not be used or stored within the Project.

23. INTERIOR REMODELS

A) Interior remodels as defined by alterations made to, but not limited to, existing walls, floors, plumbing pipes, electrical wiring, or ceilings. All interior remodels must conform to Town of Avon building codes. Homeowners should obtain any required permits and/or studies, and have any required inspections done. Alterations made within a Unit shall not create any situation that negatively affects any common element infrastructure including but not limited to structural, electrical, plumbing, nor create any issue that imperils the Association's insurance nor create an annoyance, nuisance, or disturb the tranquility of the neighborhood. Interior remodels must receive approval in writing from the Association. The Board will not withhold permission unreasonably.

24. PLUMBING AND WATER LEAKS

A) If deemed to be negligent, in other words the fault (intentional or not) of an Owner and/or Occupant, all costs incurred from water leaks and floods will be paid by the Owner of the Unit where the water leaks originate. The Association may assess an Owner for costs incurred due to water leaks that originate in their Unit; if the Board of Directors or Management determine negligence.

B) All Units will be provided with a kitchen sink strainer p-trap, installed in place of a regular p-trap.

C) Maintenance and replacement of the strainer will be the responsibility of the Owner.

D) Any kitchen sink back up exclusive to a Unit will be the responsibility of that Owner.

E) When there is a common drain line or kitchen sink back up, the HOA plumber will confirm the location of the backup. If it is in the common line, the plumber will inspect all Units in that section. Any Unit that does not have the provided kitchen strainer (or exact equivalent), may be responsible for the maintenance and damages from the backup.

25. ROOF ACCESS

A) Roof access for all Sunridge buildings must be per the Roof Access Policy. Anyone not following this Policy will be responsible for any damage to the roof.

26. RULE VIOLATIONS

A) Any violation of these Rules and Regulations may be subject to fines and/or charges. Violations may also be remedied by injunction or other remedies available as a matter of law.

B) The Association, its duly authorized agents, or Management have the right to investigate, document and report any violations of the Rules and Regulations to any proper authorities. Documentation may include but is not limited to eyewitness reports, written reports, photographs, video, police reports, etc.

27. FINES AND CHARGES

A) Fines may be assessed pursuant to Article VII, Section 5 of the Condominium Declaration, and the Association's Covenant Rule Enforcement Policy.

B) Charges may be assessed pursuant to Article VII, Section 6 of the Condominium Declaration.

28. ADDITIONAL RULES

A) Pursuant to the Declaration, the Board of Directors may make additional rules or amend these Rules and Regulations from time to time as the Board may deem necessary for the safety, care, cleanliness, and maintenance of the Condominium Project.

July 1, 2021

SUNRIDGE AT AVON II CONDOMINIUM ASSOCIATION

(signature on file)

President