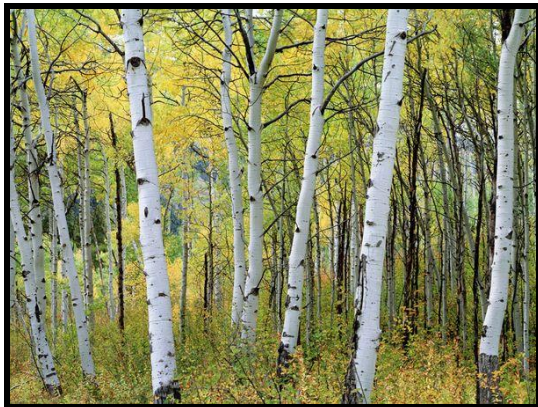




SunRiver Condominiums - Avon, CO

Owner's Guide

Everything You Need to Know about Life at Our Property



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Introduction

This manual is intended to provide SunRiver owners and renters an overview of our regulations in a user-friendly format without the legalese. It has been divided into an owner's section and a section (Living at SunRiver) that can be used for anyone resident at our complex and may be reproduced for renter use.

Disclaimer

This owner's manual is not meant to supersede the governing documents of SunRiver Condominiums. All owners should have a copy of the Declarations, Bylaws, and Rules and Regulations and be familiar with their contents. Should there be a conflict between this manual and the governing documents, the governing documents will prevail.

Governing Bodies

This property is part of the Eagle-Vail Property Owners Association (EVPOA) and the Eagle-Vail Metro District, within Eagle County, CO. As such, we are subject to the rules and regulations set by each of these bodies.

Credits

This manual was created by board member Janet Stevenson, with input from other members of the 2014-15 board of directors. Any feedback may be directed either to the current board members or to the Association management.

WHAT AN OWNER NEEDS TO KNOW

What you own and need to maintain

The declarations establish three types of areas as part of the association:

- General common areas: Available for use by all owners. These areas include the grounds, building landings and common hallways, pool and spa, and office/game room.
- Limited common areas: For use only by an individual owner. This is generally the decks off your unit that can only be accessed through your unit.
- Owner's unit: This includes ~~your outside storage closet and~~ anything within the walls of your unit.

In general, you are responsible for the maintenance of your unit as far in as the drywall. This includes the fireplace, all windows (including skylight windows), doors, utilities (plumbing, electrical and gas), fixtures within the unit and non-supporting walls. The owner is responsible for keeping Limited Common Area decks clean, but maintenance of these decks is a responsibility of the association, unless damaged by owner negligence.

The association is responsible for anything outside of these areas, including the plumbing and electrical to/from your unit, roofs, exterior walls, and common areas. (Declarations 4.14)

Subletting rooms in your unit

The association is part of Eagle-Vail and, as per the 1992 EVPOA (Eagle-Vail Property Owners Association) Declarations, Article IV, Section 23,

" ... no portion of a Residential Dwelling Unit which is less than the whole Dwelling unit shall be used for non-resident guest accommodations for compensation, and no Residential Dwelling unit shall be used or divided so as to

be used for accommodations for more than a single family or single group under privity of contract."

In general this has been interpreted to prohibit sublets of individual rooms within a unit to unrelated persons, so that the unit is occupied by only one family at a time.

What the association's insurance covers (and what you need to have)

Per the declarations (Section 10.1a), the Association carries insurance on the entire complex. Our insurance covers the cost to restore your unit to the original condition of your unit when the complex was built, or as close to that as possible, but does cover code upgrades. However, while it will cover carpet for the entire unit, it will not cover refrigerators, washers, dryers, any other movable fixtures, and your personal property, including furnishings. It also does not include upgrades that have been done since the original construction or cover any damage that someone in your unit might cause to another unit or association property (e.g., from water leaks or fire). The Association recommends that all owners carry sufficient insurance to protect your furnishings and cover liability from injuries incurred in your unit or damage done to another unit or association property by any person or persons who are living in your unit.

If you cause damage to a neighboring unit

If something or someone in your unit causes damage to a neighboring unit or association property, you will be held responsible for any costs to repair the damage. In general, should a problem occur, the Association recommends that you contact your insurance and work it through with them before you undertake any repairs.

If the Association or another owner damages you

Should your unit be damaged as a result of a problem resulting from the common areas (e.g., sewer backup) or another unit, contact the Property Manager immediately. He will contact the Association's insurance but it is important that you contact your personal insurance as well. **Under no circumstances should you**

undertake any mitigation without the permission of the property management and all insurers.

Architectural changes/Remodel policy

All changes to the exterior of the building require approval by the Board, unless you are replacing an existing door or window with something similar and not altering the opening. Regardless, all work must meet SunRiver standards and the final work must be inspected and approved by the Association.

Interior changes do not require approval from our Association unless you are in any way changing structural items. However, we do require that you obtain any required building permits from Eagle County prior to starting your job. We also require that you notify the Property Manager when work is being done and ensure that any mess in the common areas be cleaned up by the end of the work day.

Access for association business

The association has the right to access your unit from time to time in order to perform routine maintenance. Unless it is an emergency, adequate notice will be given to the current occupants of the unit. If any work being done by the Association causes any damage to a unit, the Association will be responsible for restoring the unit to a condition similar to that prior to the damage.

Members/owners are required by the Declarations to provide an access key to the Association for both your unit and external storage areas (if a different key). These keys will be used for emergency maintenance access only. They are not kept for the owner's convenience and will not be given out by the SunRiver Condominium Association nor the Property Manager for any reason. Owners must make their own arrangements for keys to gain access to the unit.

THE ASSOCIATION AND YOU

Your membership in the Association

Although the amount of your monthly assessment varies with the size of the unit, each unit has one vote when it comes to Association business. This includes voting for board members, changes to the Declarations and Bylaws, and any other business.

We hold one annual meeting for all owners, usually in late July, following the close of our fiscal year on June 30. In addition, occasionally other special meetings for the entire membership are called when the need arises. At any of these meetings, owners are welcome to vote in person or designate another person to act as their proxy. Our ballots are designed to allow a direct vote on board members or to allow the owner's proxy to vote in their stead.

Meetings of the board of directors of the association occur approximately four times a year. All owners are welcome to attend, either in person in the office, or via telephone through conference calling, although due to the amount of business that comes before the board, the amount of time for owner comment is very limited. Notice for the meetings and an agenda are typically emailed to owners about a week prior to the meeting. For more information, contact the Property Manager.

Dues policy

All owners are expected to remain current on their monthly assessments. Typically bills are sent around the 20th of the month for the coming month and are due and payable on the first of the month. Owners are welcome to prepay dues and any excess will be held and applied against the coming months.

Our late policy is as follows:

- If payment is not received within 30 days of the due date, the Association will notify the owner by email and by certified mail that a penalty of 5% of the amount owed will be applied to the delinquent owner's account and

interest of 12% per annum will accrue beginning on the due date. The owner will be encouraged to begin an auto-payment plan.

- If the payment is not received by the 45th day after it is due, the Association will notify the owner again by email and certified mail that the entire amount remaining for the fiscal year is now due and payable, along with any associated interest and penalties (see above). This entire amount will be due within 30 days of the date of the certified letter. If not paid within the 30 days, the Association will file a lien on the unit and that unit may be subject to foreclosure. The owner will be responsible for any attorney's fees incurred in the course of any action.

Please also note that any interest and penalties are due immediately and any additional non-assessment charges are due within 30 days of the date of billing. Any payments received by the Association will go to pay attorney's fees first, followed by any charges related to collection and enforcement (including late fees, interest, returned check charges, etc.), then any charges for other services, with the remainder being applied to outstanding dues.

Voting rights (including suspension for failure to adhere to rules)

When it comes to Association business, each unit has one vote regardless of the size of the unit. Voting can occur during annual meetings, any special meetings that may be called during the year, or by mail for a specific issue.

You are entitled to name a proxy to vote for you, should you not be able to attend a meeting. The proxy does not need to be another owner, but should not name the property manager. If you choose to name a proxy, you must notify the association in writing, preferably on the ballot sent for this purpose.

Voting rights may be suspended for failure to follow Association rules, although we generally only suspend voting rights when an owner is not current on their monthly assessments. (Declarations 7.6)

Your rights to view Association records

Owners are welcome to inspect all Association records, except for anything related to pending or potential legal cases. If you wish to see any financial reports or records, you may do so supervised in the office, so please contact the Property Manager and arrange a time. Minutes of any association meetings, including regular board and annual meetings, are emailed to owners, once they are approved by the board.

Keeping contact information current

Please contact the Property Manager immediately if you have a change of mailing or email address or phone number. If you have long-term renters in your unit, it is MANDATORY that the Association management have contact information for all individuals living in your unit.

Renter policy (including renter-incurred fines)

If you plan to rent your unit for more than 30 days to any party, you will be required to verify to the Association that you have done credit and background checks on your prospective renters and that you believe that the tenant(s) are safe to live in our community. You must also supply emergency contact information for all renters age 18 and over. To do this, we have a form that can be obtained from the office which covers the items above and which you as the owner must sign prior to your renters moving in. In addition, all adult renters in residence at our complex will be required to sign a copy of the Rules and Regulations in order to acknowledge that they understand our rules and agree to abide by them. This includes any persons subletting the unit.

Any fines accrued by a renter (whether short- or long-term) will be billed to the owner. The normal fining structure (see below) will apply to most infractions.

Under no circumstances are renters allowed pets. If a renter is found to be violating our rules by keeping a pet on premises, the owner will be fined \$200 for the first month, with the fine to double for each successive month.

LIVING AT SUNRIVER (FOR BOTH OWNERS AND RENTERS)

Common decking and unit egress (What can be put at the entry to your unit)

Common decks are for the use of all owners but we do allow owners to have reasonable-sized potted plants and deck furniture in good condition (to be determined by the management). However, none of these items can block access in or out of your unit, so to meet Fire Codes, they must be kept at least 4 feet from any door.

Any items stored under or chained to the stairwells will be removed without notice. However, if you wish to store a bike outside, you may chain it to the bike racks provided around the property.

Private deck - maintenance and use

Private decks (limited common elements) are for the owner's enjoyment. The owner is responsible for snow removal on his/her private decks. Failure to do so will result in the Association undertaking removal and billing the owner accordingly. This is especially necessary for the top-floor units.

Each owner may have the following on their decks:

- Deck furniture in good condition and live potted plants
- 1/2 cord of firewood, neatly stacked
- A gas or electric grill. Charcoal grills are not allowed and will result in a call to the Fire Marshal.
- Kayaks and bicycles. These items may be hung but must not extend beyond the building boundaries.

All other items are prohibited from being on the owner decks without permission of the Association.

Management of the property/reporting of maintenance issues

All maintenance issues that might originate in or compromise our common areas must be reported to the Property Manager in writing, either by filling out a form

in the office or by email. If you have problems with drain backups, please notify the Property Manager immediately so he can call the Association's plumber.

Damage to common area by an owner

If an owner or anyone renting that owner's unit damages a common area, the owner will be responsible for the cost of repairing the damaged area.

Pool/spa rules

The pool enclosure is open year-round during the prescribed hours (see below). The hot tub is available for use all year but the pool is only open May 1 through September 30. These dates, however, can change depending upon the weather and all owners will be notified of opening and closing dates by email. During the months of May and September, the pool will be kept covered when not in use.

Use of the pool and spa are limited to SunRiver owners, residents and their accompanied guests. Access is by key fob (which also can be used to access the game room) and users are prohibited from propping open any of the access doors. Users must obey all rules as posted, including, but not limited to:

- No unattended children under the age of 16.
- ABSOLUTELY NO PETS in the pool area.
- ABSOLUTELY NO GLASS in the pool area.
- Guests are limited to two (2) per owner/tenant, with a maximum of six (6) total from any one unit.
- Hours are from 9:00 a.m. to 10:00 p.m.
- UNAUTHORIZED GUESTS/VISITORS WILL BE PROSECUTED THROUGH THE EAGLE COUNTY SHERIFF'S OFFICE.

Each unit is given 2 key fobs, which are part of the unit's property and must be given to new owners when a unit is sold. All fobs are made inactive around the time of the annual meeting in July and will be activated upon physical presentation to the Property Manager. If a fob is lost or stolen, the owner will be charged \$50 to replace it.

Trash

All trash (including recycling) is to be placed in the dumpsters in the trash enclosure next to F-Building. The code for the door is changed periodically to discourage unauthorized use of our dumpsters and is currently 2840.

Items of furniture, construction debris or other large items are not to be dumped in the dumpsters, but must be disposed of elsewhere. Owners leaving inappropriate items will be fined the cost of removal and \$50.

Gameroom access and rules

The gameroom is available for use by SunRiver owners, renters, and their guests. Access is by using the key fob that also allows entry into the pool/spa area.

Use of the exercise equipment and any other recreational equipment is at your own risk and you must use the sign-in sheet available nearby and follow the posted rules. **Under no circumstances is anyone under the age of 16 allowed to use the equipment without being accompanied by an adult age 21 or older.**

The doors to the outside must be kept closed at all times. Please do not prop them open.

Pets

Owners who occupy their unit are currently allowed to have two pets, so long as all rules are followed (see below). **Renters are prohibited by our Declarations (Section 9.5) from having any pets.**

All owners are expected to clean up after their pets and there are bag stations by the river and at the west end of F-building and the east end of A building. Pets are only allowed to do their business along the Highway 6 side or on the walk by the river. They are prohibited from using the courtyards and walkways as a toilet and those owners will incur fines for not following our rules. Additionally, the owner will be assessed for any damage caused by the pet and, if the pet is an ongoing nuisance, can be asked to remove the pet or face additional fines.

Owners may not leave pet food on decks or balconies and are not allowed to leave pets unattended on decks or in any common areas. Per Eagle-Vail rules, dogs must be on leash when on the property.

Parking

Each unit will have one permanent assigned parking space (marked with the unit number) and one additional unassigned space. An owner can change his assigned parking space to any other unassigned space by notifying the Property Manager, who will then move the space marker for your unit.

Each unit will be given two laminated parking passes to be displayed prominently on the windshield of the vehicles. The #1 pass is for the use of the assigned parking space and entitles the vehicle to park there. The #2 pass is good for any other parking space, whether covered or uncovered as space is available.

Additional #3 passes, #4 passes and #5 passes which entitle the bearer to park in uncovered parking only, may be purchased on a monthly basis from the Property Manager. Each #3 pass costs \$5 per month while passes with numbers #4 and above cost \$10 each per month.

We also have temporary parking passes available for those who are visiting our complex for short, defined periods of time. Please contact the management if you need one.

Two office parking spaces are located by the Office and are reserved for Office business from 8:00 AM to 6:00 PM with a two-hour limit. Outside these hours, they may be used by any owner, residents and guests with authorized parking passes.

Abuse of the parking passes will be subject to fine by the association and possible revocation.

Guest parking is available in the unassigned parking areas, but use must be restricted to a maximum of twelve (12) hours, unless otherwise approved by the Property Manager. All guests must display a temporary guest parking pass,

which can be obtained from the Property Manager and which will display the dates in effect.

All parking areas will be patrolled on a regular basis by the Property Manager. Disabled, unlicensed (or expired license) or derelict vehicles are prohibited and will be towed without notice upon discovery at the owner's expense.

Nothing other than motor vehicles may be stored in the parking facility. Items such as lumber, car parts, tires, etc., will be removed by management.

No automotive repairs may be completed on the premises. Minor auto clean up may be permitted, but does NOT include car washing, etc. Damage to the parking areas, including but not limited to, leaking autos, damaged ceilings or fences, will be charged to the unit owner, who will be assessed the cost of repair.

With the exception of owner assigned spaces, parking is limited to 48 hours in covered parking and 2 weeks in uncovered parking, unless prior arrangements are made with the Property Manager (e.g., extended vacations, etc.).

The parking areas are not places to have social gatherings. The attendant noise and debris is detrimental to the well being of the owners and/or tenants. It is the owners/tenants responsibility to report such activities to the management or the local authorities.

Any and all complaints regarding any parking situation shall be reported to management.

Noise and Other Nuisances

No member, guest or tenant may make any undue noise before 8:00 a.m. or after 10:00 p.m. Undue noise shall be defined as any noise resulting in a complaint to the managing agent.

No member, guest or tenant shall cause any other nuisance resulting in a reasonable complaint to the managing agent.

Allowable uses of your unit

SunRiver units are to be used for residential purposes only and our Declarations prohibit any business or trade from being carried on within a unit. The only exception to this prohibition is if the unit is leased for lodging or residential purposes (i.e., short- or long-term rentals). (Declarations 9.1)

Similarly, nothing can be kept in the units that will increase the association's insurance or cause it to be cancelled. This could include, but is not limited to, storage of dangerous or illegal substances. (Declarations 9.4)

No "FOR SALE" or "FOR RENT" signs will be allowed to be displayed on or from any unit.

Plumbing and Electrical

Each owner is responsible for the plumbing and electrical within their unit. However, sometimes a plumbing or electrical issue may originate outside the unit and when that happens, the Association is responsible for fixing it. If you have a plumbing backup, please contact the Property Manager immediately so he can contact the Association's plumber to determine where the problem lies. If you call a plumber yourself and the problem turns out to be outside your unit, the Association will not reimburse you for the expense after the fact.

Similarly, if you are doing electrical work and think that a problem might exist outside your unit, please contact Management to determine the source.

Fines for violation of rules

Enforcement of these Rules and Regulations is delegated to the managing agent.

In the first instance of any infraction of these rules, the managing agent shall serve written notice to the involved member (s) accompanied by a bill for expenses, if any.

Please see SunRiver Policy for fine structure

~~The second instance of infraction will result in a fine of \$25 and a levy of the above mentioned expenses to the involved member(s).~~

~~**Each subsequent infraction of the same rule shall double the previous fine, plus additional action as may be necessary by the Board of Directors.**~~

Important Contacts

This complex is currently managed by Gil & Mingma Sherpa of Vail Management LLC.

Management may be contacted as follows:

- Office phone: 970-949-6559
- Office fax: 970-949-7736
- Managers Cell: 970-376-5598 – Emergencies Only or text
- Email: Manager@sunrivercondominiums.com

All non-emergency calls and emails should receive a response within 24 hours. If you have an after-hours emergency, please call the manager cell phone and follow the emergency directions.

The board of directors may be contacted by email at board@sunrivercondominiums.com. An email sent to this address will be forwarded to all board members. We welcome your comments and feedback, as well as your keeping us apprised of any issues going on around the property.