

OBLIGATIONS OF THE OWNERS AND TENNANTS (not necessarily current)

7-1 Assessments. Except as otherwise provided in the Condominium Declaration for Vail Das Schone Condominiums, all owners shall be obligated to pay the monthly assessments imposed by the Association to meet the common expenses, and payment thereof shall be made not later than on the tenth day following the mailing of the monthly or quarterly statement to the registered mailing address of the owner. All assessments shall be fixed at a uniform rate for all condominium units and shall be due monthly or quarterly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or at a special meeting of members, within the meaning of these By-Laws, if and only if he shall have fully paid all assessments made or levied against him and the condominium unit owner by him.

7-2 Maintenance and Repair.

7-2-1 Except as provided in the Declaration, every owner must perform promptly at his own expense all maintenance and repair work within his own unit and limited common elements which if omitted would affect the project in its entirety or in part belonging to other owners.

7-2-2 All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, sanitary installations, doors, windows, electrical fixtures, and all other accessories, equipment and fixtures including any air-conditioning equipment belonging to the unit and including appurtenant limited common elements, shall be at the owner's expense.

7-3 Mechanic's Lien. Each owner agrees to indemnify and to hold each of the other owners harmless from any and all claims of mechanic's lien filed against other units and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's unit. In the event suit for foreclosure of mechanic's lien is commenced, then within ninety days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to the amount of such claim plus interest for one year together with the sum of One Hundred Dollars. Such sum or securities shall be held by the Association pending final adjudication or settlement of the claimor litigation. Disbursements of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid forthwith by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his condominium unit which may be foreclosed as is provided in the Declaration.

7-4 General.

7-4-1 Each owner shall comply strictly with the provisions of the Condominium Declaration for Vail Das Schone Condominiums.

7-4-2 Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which the Vail Das Schone Condominiums project was built.

7-5 Use of Units - Internal Changes.

7-5-1 Units shall be utilized for such purposes only as may be permitted in the Declaration.

7-5-2 An owner shall not make internal modifications or alterations to his unit or installations located therein without previously notifying the Association in writing through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board of Directors. The Association shall have the obligation to answer within ten days after receipt of such notice, and failure to do so within such time shall mean that there is no objection to the proposed modification or alteration.

7-6 Use of General Common Elements and Limited Common Elements. Each owner may use the general common elements and the limited common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

7-7 Right of Entry.

7-7-1 An owner shall grant the right of entry to the Managing Agent or to any other person authorized by the Board of Directors in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

7-7-2 An owner shall permit the other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

7-8 Rules and Regulations.

7-8-1 No resident of the project shall place any advertisement, or posters of any kind in or on the project except as authorized by the Association. Provided, however, that this shall not apply to the Association or the Declarants.

7-8-2 Owners and occupants of condominium units shall exercise extreme care to avoid making or permitting to be made loud or objectionable noises, and in using or playing or permitting to be used or played, musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or other occupants of condominium units.

7-8-3 It is prohibited to hang garments, rugs and other materials from the windows or from any of the facades or balconies of a building or any of the improvements.

7-8-4 It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes.

7-8-5 No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna machines or air-conditioning units on the exterior of the project or that protrude through the walls or the roof of the project except as expressly authorized by the Association.

7-8-6 All pets, at all times, must be carried or on a leash while on any part of the common elements.

7-8-7 The owner of each pet is responsible for cleaning any dirt or soilage occasioned by the pets on the common elements as well as any damage to the property.

7-8-8 Pets are not permitted on the landscaped areas of the project.

7-8-9 There is to be no parking except in the designated areas.

7-8-10 The Association assumes no responsibility for damage done to automobiles parked in the designated areas.

7-8-11 Noisy vehicles shall not be permitted on the premises.

7-8-12 No repair or cleaning of vehicles on premises.

7-8-13 The Board of Directors or the Managing Agent reserves the power to establish, make and enforce compliance with such additional Rules as may be necessary for the operation, use and occupancy of this condominium project with the right to amend same from time to time.

7-8-14 Residential unit owners of units in which a dog or dogs reside shall be obligated to pay an additional monthly assessment to the association of \$75.00 per dog. This assessment is to be paid quarterly at the time of the regular quarterly assessment.

7-8-15 Residential unit owners shall not be permitted to rent or lease their unit to any person, persons or entity who would keep, maintain or allow any pet to reside in the unit. All leases for any residential unit in the building must require that the tenant(s) have no pets of any type or kind at any time. Violation of this rule shall result in the unit owner being assessed a fee of \$150.00 per pet per month.

7-8-16 The maximum number of vehicles from each residential unit that are allowed to be on the premises at any one time is limited to two (2) per large unit and one (1) per small unit. No trailers of any kind are to be placed or kept on the premises by residential unit owners or their tenants. Vehicles are limited to passenger vehicles with a capacity of one (1) ton or less. No other item of any kind is to be stored on the common elements, parking lot or grounds, this includes but is not limited to, snowmobiles, firewood and camper shells. These items will be removed by the association at the owners expense. No commercial vehicles of any type are to be parked on the premises by residential owners or their tenants, including but not limited to, commercial vans, snow plows and landscape vehicles. All vehicles must be moved to new parking spaces every forty-eight (48) hours to facilitate snow removal and cleaning of the parking lot.

7-8-17 Any vehicle of any type in violation of the condominium association's rules and regulations shall cause the owner of the responsible unit to be billed by the manager \$100.00 per month per vehicle in additional assessments. This amount shall be billed quarterly at the time of the regular quarterly assessment.

7-8-18 All owners of residential units who lease their unit shall submit a true and complete copy of any and all such leases to the association within 30 days of execution of such lease. Further, the unit owner shall provide current, complete copies of the condominium association declarations, rules and regulations to the tenant(s). The landlord and tenant shall then complete and sign a copy of the association's form confirming that the tenant(s) have been provided with copies of the association's declarations, rules and regulations and submit the form to the association.