

BUCK CREEK CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Revised July 2022

BUCK CREEK CONDOMINIUMS

RULES AND REGULATIONS

TABLE OF CONTENTS

| | |
|--|----|
| BUCK CREEK CONDOMINIUM ASSOCIATION | 1 |
| Revised..... | 1 |
| OVERVIEW AND PURPOSE | 3 |
| 1) ADDITIONAL RULES..... | 3 |
| 2) USE RESTRICTIONS | 4 |
| 3) COLLECTION PROCEDURES..... | 4 |
| 4) UNIT LEASE REQUIREMENTS | 6 |
| 5) RULE VIOLATIONS AND ENFORCEMENT | 7 |
| 6) RIGHT OF ENTRY | 11 |
| 7) KEYS, LOCKS AND ACCESS..... | 12 |
| 8) INSURANCE | 12 |
| 9) ACTS OF OWNERS AND OCCUPANTS | 13 |
| 10) VIOLATIONS OF LAW..... | 14 |
| 11) NOISE, DISTURBANCES, NUISANCES AND SMOKING | 14 |
| 12) MAINTENANCE OF COMMON AREAS | 15 |
| 13) PATIOS AND DECKS | 16 |
| 14) FIREPLACES | 17 |
| 15) EXTERIOR ALTERATIONS..... | 18 |
| 16) PARKING; VEHICLE RESTRICTIONS AND RULES..... | 22 |
| 17) PETS AND SERVICE,/ASSISTANCE ANIMALS | 23 |
| 18) TRASH..... | 26 |
| 19) RECREATION AREAS..... | 27 |
| 20) SAFETY..... | 27 |
| 21) GENERAL PROVISIONS..... | 28 |

BUCK CREEK CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

OVERVIEW AND PURPOSE

Pursuant to the Condominium Declaration for Buck Creek Condominiums (the “Declaration”) and the Bylaws of Buck Creek Condominium Association (the “Bylaws”), the Board of Directors (the “Board”) of the Buck Creek Condominium Association (the “Association”) has adopted the following Rules and Regulations to govern the use and enjoyment of the Buck Creek Condominium complex (the “Complex” or the “Project”). The terms “Project” and “Complex” both include all Condominium Units, the Common Areas, the General Common Elements, and the Limited Common Elements, as defined in the Declaration. Every owner of a Condominium Unit in the Project as evidenced by satisfactory uncontested title documents recorded in the real estate records of Eagle County, Colorado demonstrating fee title ownership of a Unit, in whole or in part, (“Owner”), and all guests, family members, servants, employees, invitees, tenants, lessees, and licensees of each Owner (collectively referred to herein as “Occupants”) are subject to and shall adhere strictly to these Rules and Regulations, as the same may be amended from time to time by the Board pursuant to the governing documents of the Association. The Board desires to ensure the highest possible standard of living experience within the Project. In order to accomplish that objective, the Board must have the cooperation of all Occupants. *(Revised 2010)*

These Rules and Regulations have been adopted and implemented to protect each Owner’s investment and quality of enjoyment; to regulate and control certain relationships between and among Owners and residents and guests; and to enhance the value of the Project. If you have any questions about these Rules and Regulations, or any items not addressed in them, please contact our Association Manager for clarification. We sincerely hope your residence at Buck Creek Condominiums will be a pleasant experience.

All terms defined or used in these Rules and Regulations shall have the same meaning as they have in the Declaration and Bylaws. All references to these Rules and Regulations herein shall include all amendments and modifications made to these Rules and Regulations from time to time in accordance with the governing documents of the Association.

1) ADDITIONAL RULES

The Buck Creek Condominium Association and its duly elected Board of Directors reserve the right to adopt such other rules and regulations, from time to time, as may be deemed necessary or desirable for the safety, care, and/or cleanliness of the Project and/or for the securing of the comfort and convenience of all of the Occupants.

2) USE RESTRICTIONS

A. THE PROJECT AND THE UNITS

The Project shall be used only for residential purposes and for the services, activities, and recreation necessary or desirable in conjunction with such residential use. Business activities in any Unit or in any portion of the General Common Elements or the Limited Common Elements shall be limited to those allowed pursuant to Town of Avon Ordinances 17.08.360 and 17.08.365, as amended from time to time, and to providing lodging on a lease or short-term rental basis. The Association management/operation or any Association-designated condominium rental office may conduct reasonable business activities on the Premises in connection with such operations.

B. GENERAL COMMON AREAS

General Common Areas (landscaped areas, parking areas, sidewalks, hallways, and all other General Common Areas as defined in the Declaration) are for use by any and all Occupants. Any common sidewalks, driveways, entrances, or passageways shall not be obstructed or used for any other purposes than ingress to and egress from the Units.

3) COLLECTION PROCEDURES

The Association has adopted the following procedures and policies for the collection of assessments and other charges of the Association.

A. DUE DATES

The annual assessment as determined by the Association and as provided and defined in the Declaration shall be due and payable in four (4) quarterly installments which shall each be due no later than the last calendar day of the month in which the installment is billed. (As an example, the installment for the first calendar quarter, January through March, is billed on January 1 and is due no later than January 31.) All assessments and other charges not paid to the Association by the last day of the first month of the quarter shall be considered past due and delinquent.

B. INVOICES

The Association may, but shall not be required to, send an invoice to an Owner as a reminder of such Owner's obligation to pay assessments or other charges of the Association. Even though invoices are not required, if the Association chooses to provide an Owner with an invoice for quarterly installments of the annual assessment, the invoice shall be mailed or otherwise sent to the Owner on the first day of the month in which each end-of-the-month due date falls. (In the foregoing example, the invoice would be mailed on January 1 or the next business day.)

C. LATE CHARGES IMPOSED ON DELINQUENT INSTALLMENTS AND OTHER CHARGES

Pursuant to the Declaration, a quarterly installment of annual assessment shall be past due and delinquent if not paid by the last day of the month in which it is due (the "Due Date"). The Association may impose a late charge on the entire outstanding and past due balance then due the Association by an Owner, including, without limitation, all annual assessment installments, all special assessments, and all fines and other charges owed by the delinquent Owner. Such late charges, and all other interest and other charges imposed for late payments, shall be deemed to be a "common expense," as defined in the Declaration, which shall be owed to the Association by such Owner. Additionally, the Association shall impose a charge of up to \$40.00 for any check that is returned unpaid.

D. INTEREST

Delinquent assessment installments, special assessments, fines and other charges due the Association by Owners shall bear interest at the rate of 18% per annum, as set forth in the Declaration.

E. ATTORNEYS' FEES ON DELINQUENT ACCOUNTS

As an additional expense permitted under the Declaration, Articles of Incorporation of the Association (the "Articles") and/or the Bylaws, the Association shall have the right to recover its reasonable attorneys' fees and costs incurred in the collection of assessments, fines and other charges owed to the Association by an Owner.

F. COLLECTION LETTERS

After a quarterly installment of the annual assessment or a special assessment or any other charge owed to the Association by an Owner becomes more than sixty (60) days past due from the original regular due date, the Association may, but shall not be required to, cause to be sent a collection or dunning letter to Owners who are 60 days or more past due. Additionally, in the event that the Association refers an Owner's account to the Association's attorneys for collection, the Association may, but shall not be required to, cause to be sent a letter to the Owner advising such Owner of the referral.

G. USE OF CERTIFIED MAIL / REGULAR MAIL/DIGITAL COMMUNICATION (E-MAIL)

Except where certified mail is specifically required in these Rules and Regulations or in the Declaration, in which event certified mail must be used, in the event that the Association shall cause a collection or dunning or similar type of letter or notice to be sent to an Owner by regular first class mail, the Association may also, but shall not be required to, cause to be sent to such Owner an additional copy of said letter or notice by certified mail.

Where certified or first class mail is not otherwise required, electronic mail (E-Mail) is an acceptable and preferred means of communication among the board, committees, management and Owners of Buck Creek. For that purpose, each Owner is required to provide an e-mail

address to the Association's management company or management agent (collectively referred to herein as the "Association Manager") with other contact information. The Association Manager is to store such information on the restricted access portion of the Association website. *(Revised 2022)*

H. LIENS

The Association may file a Notice of Lien against the Unit of any delinquent Owner in accordance with the terms and provisions of the Declaration, the Articles and the Bylaws of the Association and in accordance with any applicable state or local law. The persons making decisions in these matters on behalf of the Association shall bear in mind that the filing of a lien for seriously delinquent payments is the best method for securing eventual payment to the Association. *(Revised 2010)*

I. REFERRAL OF DELINQUENT ACCOUNTS TO ATTORNEYS AND/ OR COLLECTION AGENCIES

The Association may, but shall not be required to, refer delinquent accounts to either its attorney(s) or one or more collections agencies for collection. Upon receiving a referral, the attorney or collection agency shall take all appropriate action to collect the account or accounts referred on behalf of the Association.

J. ONGOING EVALUATION

Nothing contained herein shall require the Association to notify Owners of the adoption or commencement of any of these procedures or to take any specific actions with regard to any Owner's account at any time. The Association reserves the right and option to continue to evaluate each delinquent account on a case-by-case basis, provided, however, that the persons making decisions in these matters on behalf of the Association shall exert their best efforts to make all such decisions in the best interest of the Association as a whole and the Owners as a group. *(Revised 2010)*

4) UNIT LEASE REQUIREMENTS

A. All Owners, and all tenants or lessees of those Units which are rented or leased from time to time for greater than 30 days, shall supply the Association's management with a tenant information form. Said tenant information form shall include, without limitation, the name(s), address, car registration and license plate numbers of all tenants in the Unit, and any other information reasonably required by the Association or its management agents. Additionally, all such tenants and lessees shall sign the signature page of these Rules and Regulations that are attached to the tenant information form. Tenants and lessees shall not be relieved from the obligation to comply with, and the Association shall not lose the right to enforce, these Rules and Regulations with respect to tenants and lessees for any reason, including, without limitation, the tenants' or lessees' failure to sign the signature page, or the failure of any person or entity (including, but not limited to, the Association, the Owner, or a rental agent) to provide tenants or lessees with a written copy of these Rules and Regulations.

B. Copies of these Rules and Regulations may be obtained from the Association Manager.

C. All adults occupying a Unit pursuant to a lease of greater than 30 days must sign any lease required by the Owner and must sign the signature page to these Rules and Regulations.

D. Any properties subject to a lease or rented for less than 30 days are subject to expected to abide by these rules and regulations. Any violation of these rules will be considered a violation by the owner

E. For leases greater than 30 days, no more than two (2) people per bedroom may live in a condominium Unit.

F. For leases of 30 days or less, no more than 2 person per bedroom, plus 2 (for example, for a two bedroom unit, six occupants would be the maximum).

G. SUBORDINATION OF LEASES AND TENANCIES TO THE DECLARATION AND THESE RULES AND REGULATIONS

All leases and tenancies shall be subordinate at all times to the Declaration, the Articles, the Bylaws and these Rules and Regulations, as the same shall be amended from time to time (collectively, the “Governing Documents”). By virtue of their occupancy of a Buck Creek Condominium Unit, all Owners and their tenants, lessees, and Occupants acknowledge, understand and agree that a violation of any provision of the Governing Documents by a tenant is a substantial breach of said tenant’s right to occupancy of the Unit. Accordingly, the Association and its agents shall have the concurrent right to act as the agent of the Owner of the affected Unit and, on the Association’s own behalf, to proceed to terminate the occupancy of the tenants in violation. All costs and expenses incurred by the Association, its agents or assignees in connection with terminating the occupancy of such tenants, including, without limitation, reasonable attorneys’ fees, shall be paid by the Owner of the subject Unit.

5) RULE VIOLATIONS AND ENFORCEMENT

A. GENERAL

Enforcement of these rules and regulations is delegated to the Association Manager pursuant to the Declaration. Other than providing a copy to each Owner one time (to then-existing Owners upon the adoption or amendment of these Rules from time to time and to new Owners upon the purchase of a Unit), the Association Manager shall have no obligation to inform Owners, tenants, or guests in advance of the content of these Rules and Regulations. Each Owner is responsible for informing such Owner’s tenants and guests of the content of these Rules and Regulations, and must provide a copy of these Rules and Regulations to each tenant and guest, regardless of whether such tenant or guest has signed a written agreement with said Owner.

Each Owner and all tenants of each Owner, whether short-term or long-term and whether pursuant to a written tenancy agreement or otherwise, shall be deemed by their

ownership and occupancy of a Unit, respectively, to understand that a violation of the Declaration or these Rules and Regulations may be considered a substantial or material breach of the violating tenant's lease agreement. Each Owner grants to the Association and the Association Manager the irrevocable right to act as the agent of such Owner with respect to such violating tenant to proceed to terminate the lease agreement between such Owner and such violating tenant and to institute eviction proceedings. Generally tenant eviction proceedings may commence after the second violation, whether of the same rule or provision or of different rules or provisions. However, the Board reserves the right to judge all violations on a case-by-case basis and to commence eviction proceedings prior to the second violation by any tenant. The Owner whose Unit is involved in such tenant eviction proceedings shall pay all of the Association's costs and expenses incurred in connection with such proceedings, including, without limitation, the Association's reasonable attorneys' fees. *(Revised Jan., 2015)*

In the event of any infraction of these Rules and Regulations or the Declaration by any person or entity, the Association Manager shall serve written notice to the involved Owner(s), tenant(s) or guest(s) via first class certified U.S. mail, return receipt requested, to the most current address or addresses the Association has on file for the Owner (the "Notice of Violation"), stating the nature of the violation, the amount of fine, and the date the fine is due and including a bill for any expenses which are due in connection with said violation. At his discretion, the Association Manager may, but shall not be obligated to, e-mail a duplicate notice to the Owner. In any event, the Notice of Violation shall always be sent via certified mail as provided herein. *(Revised 2010)*

Each Owner shall be personally liable for paying all fines assessed against both such Owner and such Owner's guests, residents, and tenants, and shall only be relieved of liability for paying fines assessed against such Owner's guests, residents, and tenants when the involved guest, resident, or tenant pays his or her fines and expenses to the Association in full. Only an Owner has the right to appeal an assessed fine or bill as provided in these Rules and Regulations; tenants, guests, and other Occupants shall not have that right.

B. FINES

The amount of the fines can be determined at the discretion of the board of directors. The most recent schedule of fines will be posted on the website for the Association. Fines will be assessed in accordance with the latest schedule as then posted or, absent a schedule of fines posted on the website, in accordance with the schedule below (Revised 2021);

Non-Pet Related Rule Violations *(Revised Jan., 2015)*

- | | |
|---------------------|--|
| • First Infraction | Minimum Fine of \$50.00 |
| • Second Infraction | Minimum Fine of \$100.00/ Possible Eviction of Tenant |
| • Third Infraction | Minimum Fine of \$200.00/ Possible Eviction of Tenant |
| • Fourth Infraction | Minimum Fine of \$400.00/ Possible Eviction of Tenant |

Pet Rule Violations *(Revised Jan., 2015)*

- | | | |
|----|----------------------|--|
| 1. | First Pet Violation | Minimum Fine of \$200.00 |
| 2. | Second Pet Violation | Minimum Fine of \$300.00/ Possible Eviction of Tenant |
| 3. | Third Pet Violation | Minimum Fine of \$400.00/ Possible Eviction of Tenant |
| 4. | Fourth Pet Violation | Minimum Fine of \$500.00/ Possible Eviction of Tenant |

Willful/Negligent Damage/Destruction of Association Property

Any evidence of willful/negligent damage/destruction of Association Property should be reported to the Association Manager and the Board immediately. Repairs will be conducted by a contractor assigned by the Association Manager. The cost of repairs will be assessed on the owner in the same manner as fines in Section 5(A) and collected by the Association Manager. (Revised 2021)

- | | | |
|----|-------------------|--|
| 1. | First Infraction | Minimum Fine of \$250 plus the cost of repairing the resultant damage/ destruction. Possible Eviction of Tenant. |
| 2. | Second Infraction | Minimum Fine of \$500 plus the cost of repairing the resultant damage/ destruction. Possible Eviction of Tenant. |

C. PET VIOLATION FINES

The Owner of the Condominium in which a tenant with a pet in violation of Section (17) of these Rules and Regulations shall be fined a minimum amount of \$200.00 for the first violation in the subject Unit. Subsequent violations for unauthorized pets in the same Unit shall be fined in accordance with the schedule set forth above, regardless of whether the violation was by the same tenant or by a subsequent tenant. For example, if subsequent tenants both have pets, the fine for the second tenant's violation will be a minimum of \$300.00. In addition to paying the fine, the tenant with the pet and the Owner of the Unit shall be responsible for (a) removing the pet from the Unit no later than 72 hours from the date on which the notice of the violation was postmarked; and (b) sending to the Board, in care of the Association Manager or otherwise, a proof of compliance letter stating that the pet has been removed from the Unit and that the no-pet rule with respect to tenants is being adhered to. Said proof of compliance letter must be received by the President of the Association or the Association Manager no later than the last calendar day of the month in which the notice of violation was given. Once proof of compliance has been submitted to the Board, any subsequent pet violation for the subject Unit, regardless of whether the tenant is the same or a different tenant, will result in the next levels of fines or tenant eviction, as applicable, being imposed.

D. PAYMENT OF FINES

All fines for violations of these Rules and Regulations shall be deemed to be assessments pursuant to the Declaration. Any Owner who fails to pay such fines shall be charged late charges and interest pursuant to the Governing Documents of the Association, and

all costs of collection and enforcement incurred by the Association and the Board in collecting payment, including, without limitation, reasonable attorneys' fees.

E. RIGHT TO APPEAL HEARING

In the event that the Association, through the Association Manager, the Board of Directors, or otherwise, imposes a fine as provided herein or takes any other action against any Owner for a violation of these Rules and Regulations, the Declaration, or any other Governing Documents of the Association **other than for the nonpayment of any Assessments as described in Sections 21, 22, and 23 of the Declaration (in which event no such right to an appeal hearing exists)**, the Owner shall be entitled an appeal hearing with respect to such fine or action, in accordance with the following procedures (*Entire Section E Added 2010*):

- 1) The Owner may request an appeal hearing of the imposition of the fine or the taking of other action by sending a written request for appeal hearing ("Appeal Request") to the Association in care of the Association Manager via certified first class U.S. mail, return receipt requested, or via hand delivery, which Appeal Request must be received by the Association within 30 days of the date of certified mailing of the Notice of Violation by the Association under Section 5(A). In order to provide certainty to the process, this deadline for the Appeal Request shall apply, regardless of whether or when the Owner received or took delivery of the Notice of Violation mailed via certified mail by the Association, as set forth in Section 5(A); the date on which the Notice of Violation was so mailed by the Association shall be the first day of the 30-day time period.
- 2) The Board will set a mutually agreeable date and time for the requested appeal hearing (the "Appeal Hearing") at an appropriate location in Avon, Colorado, not more than 60 days from the date the Association receives the Owner's Appeal Request. The Board will select not fewer than three and not more than five Owners to serve as the hearing panel members and decision-makers at the Appeal Hearing (the "Appeal Committee"), which Owners may or may not be Board members and may or may not be selected from the Board's periodic list of Owners who have volunteered to serve on Appeal Committees. No individual shall serve on the Appeal Committee who was directly involved in the facts of the subject matter of the Appeal Request; provided, however, that simply voting as a Board member in favor of imposing the fine or taking the action shall not constitute direct involvement in the facts of the subject matter.
- 3) Every reasonable effort shall be made to hold the Appeal Hearing within the 60-day period; if it is impossible to do so because it is not reasonably possible for at least three Owners to be present in Avon to serve on the Appeal Committee for the hearing during such time period, the Appeal Hearing will be scheduled as soon as it is reasonably possible for at least three members of the Appeal Committee to be present in person. Every effort will be made to avoid any telephone or teleconference hearing, so as to afford both parties the opportunity to present their evidence and case in the best possible circumstances.

- 4) The due dates and deadlines for the enforcement of the fine or other action shall be delayed from the date the Owner requests the Appeal Hearing until the day after the Owner is notified in writing of the decision of the Appeal Committee, if the Appeal Committee upholds the fine or other action.
- 5) The Owner requesting the Appeal Hearing and the representatives of the Association will be afforded a reasonable opportunity to be heard and to present written evidence and the in-person testimony of witnesses at the hearing. Copies of all written evidence must be provided by the presenting party to the other party and to the person taking the minutes of the hearing. The rules of evidence of the Town of Avon, the County of Eagle, the State of Colorado and/or the United States of America shall not apply, and the hearing may be conducted on a less formal level than would take place in a court of law, magistrate's court, or arbitration. The members of the Appeal Committee will have the right and duty to decide on the credibility of the testimony and evidence presented. The record of communications between the Association and the Owner regarding the infraction and fine/action in question shall also be considered as evidence by the Appeal Committee. The minutes of the Appeal Hearing will be taken by a representative of the Association, and the proceedings may be audiotaped or videorecorded.
- 6) The minutes of the Appeal Hearing will reflect the decision of the Appeal Committee, whose members will spend whatever time they determine is appropriate for full deliberation and consideration of the evidence. Thereafter, the Appeal Committee members will vote, and the decision of the majority will be the official decision of the Appeal Committee.
- 7) Both the Owner and the Association Board of Directors shall have the right to appeal to the Board of Directors the decision of the Appeal Committee by written notice to the Appeal Committee, the Board of Directors, and the Owner. In such event, a hearing before the entire Association Board of Directors (the "Board Hearing") shall take place, and the hearing procedures described above shall apply. At the Board Hearing, the Board will consider the minutes of the Appeal Hearing and any other evidence presented and will render and report in writing the decision of the Board within a reasonable period of time after the Board Hearing, not exceeding sixty (60) days. The decision of the Board of Directors shall be final. *(Entire Section E Added 2010)*

6) RIGHT OF ENTRY

A. Emergency Right of Entry. The Association, through its duly authorized agents and/or authorized management designees, shall have the right to enter any Unit immediately and without making a request to the Owner, in the event of an emergency which originates in or threatens a Unit, or in the event of circumstances existing within a Unit which do or may affect the health or well-being of any Occupant of the Project or the Association. *(Revised 2010)*

B. Entry Upon Notice for Routine Inspections and Other Work. Additionally, upon request by the Association Manager or his authorized designees, all Owners of Units and all Occupants of Units shall permit entry into a Unit by the Association's agents or contractors for the purpose of performing routine installations, alterations, repairs, inspections of

mechanical, electrical or utility services, or routine safety inspections for the safety of the Project, including, without limitation, annual chimney inspections, fire safety inspections and water inspections, which, if not performed might affect the use and enjoyment of other Units. Such requests shall be made in advance for entry at a time convenient to the occupant of the Unit. *(Revised 2010)*

7) KEYS, LOCKS, AND ACCESS

Each Owner shall at all times provide the Association Manager with the keys to such Owner's Unit. In the event that the lock to a Unit is changed, the Owner of such Unit shall forthwith provide the Manager with the keys to the new lock. Any Owner who fails to comply with the provisions of this paragraph shall be solely liable and responsible for any and all damage resulting directly or indirectly from the inability of the Association to obtain entry to such Owner's Unit, in the event of an emergency or otherwise. Additionally, if an Owner fails to provide a key as required herein, the Association shall not be liable for any damage to a Unit in the event that the Association deems it necessary or desirable, in the Association's sole discretion, to gain entry to a Unit by force. Yearly inspections of Units are necessary for safety and insurance purposes, and the Association, through its duly authorized agents, shall have the right to inspect any Unit on an annual basis upon verbal or written notice to the Owner of such Unit. It is not the responsibility of the Association Manager to provide keys to Owners, guests, tenants, or Occupants who become locked out of a Unit or who for any reason do not have keys to the Unit. If the Association Manager provides keys in such circumstances, there will be a charge for this service.

8) INSURANCE

No Owner, Occupant, or any other person or entity shall take any action or inaction which results, or might result, in an increase in the premium amount or cost of any insurance which the Association obtains for any portion of, or in connection with, the Project or which results or might result in the cancellation of any such insurance. To the extent available, the Association shall maintain the types and amounts of insurance set forth in the Declaration. The Association shall not maintain any insurance which covers the personal property of any Owner or Occupant or which covers any fixtures or interior walls within any Unit. Any such insurance shall be the sole responsibility of such Owner or Occupant.

Every Owner shall obtain and maintain, with respect to such Owner's Unit and at such Owner's expense, comprehensive general liability insurance which is satisfactory to the Association and which shall include, at a minimum, the following: comprehensive general liability insurance in an occurrence format in the amount of \$100,000 per occurrence (or such amount as determined by the board), including coverage for damage and/or destruction and personal injury damage caused to any of the following: the Owner's Unit; any General or Limited Common Elements; another Unit in the Project; persons within the Owner's Unit; and/or persons within another Unit or elsewhere in the Project; and also including broad form property damage and independent contractor coverage. Such insurance shall be primary coverage and shall not conflict with the master policy of the Association. The Association's master insurance policy shall be secondary and subordinate to the comprehensive general liability insurance policies of each Owner. Each Owner's policy shall include a provision which requires a minimum of 30 days notice to the Association of any

change in or cancellation of such Owner's policy. The Association shall be named as an additional insured as its interests may appear in all such Owner's policies. Each Owner shall be required to provide to the Association an annual certificate of insurance evidencing the coverage and provisions required pursuant to these Rules.

In the event that a Unit Owner does not maintain liability insurance which is satisfactory to the Association or does not meet the foregoing requirements, the Association may, but shall not be obligated to, obtain satisfactory insurance with respect to such Owner and his/her Unit, may pay for such insurance, and may bill the Owner the cost of such insurance as an assessment. *(Section Revised 2010)*

9) ACTS OF OWNERS AND OCCUPANTS

This section applies in the event of any damage or destruction, including, without limitation, any damage from fire, smoke, fire suppression water or chemicals, or water overflowing from a tub, appliance, or pipe, any hot water leaks or any water damage from a washing machine or hose, hot water heater, ice maker, faucet, toilet, or jacuzzi, caused by, or resulting from, any action or inaction of any Owner of a Unit or such Owner's occupants, agents, licensees or contractors, or the Association (the "At Fault Owner"), including, without limitation, any misconduct, negligence, willful act or omission, accident or other action or inaction on the part of such persons or entities, or any other event which results in the need for the maintenance, repair, or replacement of any General or Limited Common Elements, any Unit of another Owner or any other property not owned by the At Fault Owner.

The At Fault Owner shall be personally responsible for paying to the Association all of the Association's costs, expenses and fees incurred in connection with any and all maintenance, repair, or replacement determined to be necessary and or desirable by the Association related to damage to the General or Limited Common Elements caused by the At Fault Owner. The maintenance, repair and replacement shall fully restore the General or Limited Common Elements to at least the same condition they were in immediately prior to such damage or destruction. The Association's costs, expenses and fees shall include but not be limited to the costs of investigation, consultation, attorney's fees and cost of Court.

The At Fault Owner shall also pay directly to any other Owner who suffers damage to such other Owner's real and or personal property, all of the other Owner's costs, expenses and fees incurred in connection with all necessary maintenance, repair or replacement, to the real and personal property of the other Owner to return the property to the condition before the damage was caused by the At Fault Owner.

The payment to the Association for damage to the General or Limited Common Elements shall be made within 30 days after the Association has given written notice to the At Fault Owner setting forth the amount of such expenses, costs and fees, including, without limitation, all amounts authorized to be collected as an extraordinary assessment pursuant to the Declaration. The failure of the At Fault Owner to pay the entire amount stated by the Association within 30 days of receipt of the written notice shall constitute a default by the At Fault Owner pursuant to the Declaration and pursuant to these Rules and Regulations. The unpaid amount shall automatically become a

default assessment levied against the At Fault Owner's Unit or Units. The Association shall have the right to proceed to enforce its rights and commence collection actions with respect to such unpaid assessment pursuant to the Declaration and these Rules and Regulations. *(Revised 2010 and 2021)*

10) VIOLATIONS OF LAW

Nothing shall be done within the Project, or any portion thereof, by any person or entity which is in violation of any statute, rule, ordinance, regulation, permit, law or validly imposed requirement of any federal, state, or local governmental body.

11) NOISE, DISTURBANCES, NUISANCES AND SMOKING

QUIET HOURS in the Project are from 10 P.M. until 8 A.M. During quiet hours, all Owners and Occupants shall respect the rights of their neighbors and keep the sound level in and around their Unit to a MINIMUM. AT ALL TIMES, the volume of all stereos, musical instruments, video entertainment and similar sounds shall be kept at a level which does not disturb other Occupants or Owners of Units. As a general rule, noise, music and/or entertainment shall be considered too loud, regardless of the hour of the day, if any Owner or Occupant complains about the noise level or if the noise is audible from outside the Building or from a sidewalk. No Owner or Occupant shall make or permit to be made any disturbing noises in any Building or in such Owner's or Occupant's Unit by such Owner or Occupant or his or her family members, friends, guests, invitees, licensees, contractors, agents, employees, tenants or lessees. The Association Manager may use his reasonable discretion in determining what is and is not an appropriate level of noise.

No Owner or Occupant shall do or permit to be done any action, inaction, or activity that does or might interfere with any of the rights, comfort, or convenience of any other Owners or their Occupants in any manner. No activity shall be conducted on any part of the Project, including, without limitation, the General or Limited Common Elements, which is or may be unsafe or hazardous to any person or property.

The Association management shall have the right to report any violation of this Rule to the Town of Avon Police Department. In addition to all other rights and remedies it has at law or in equity, the Association has the right to initiate legal proceedings against any person or entity in violation of this Rule in the Avon Municipal or Eagle County court system to enforce any violation of this Rule, including, without limitation, the right to seek damages. In the event of the institution of such court proceedings, the rights of appeal available to such Owner under state and local laws and rules of court procedure shall replace the Owner's right to an Appeal Hearing pursuant to these Rules and Regulations. *(Section Revised 2010)*

Smoking is restricted to within individual units and may be further restricted within leasing/rental agreements; provided, however, that Owners and their personal family members and guests shall also be permitted to smoke on the Deck or Patio of such Owner's Condominium. No tenants/lessees, guests, or visitors are allowed to smoke on Buck Creek Common Areas, General Common Elements or Limited Common Elements (which includes the Deck or Patio). Smokers should be considerate of other occupants and should refrain from smoking which may impact others. *(Revised 2021)*

12) MAINTENANCE OF COMMON AREAS

Any Owner or Occupant who observes any condition in the Common Area of the Project which requires or may require Association maintenance, repair, or replacement is requested to report such condition to the Association Manager or Board during regular business hours. Any condition requiring emergency attention should be reported as soon as possible to the Association Manager at his office or emergency number.

All Owners, Occupants, and their friends, guests, invitees, licensees, contractors, agents, employees, tenants, and lessees shall all be required to comply with the following rules regarding the use of the Association Common Elements:

- A. No person shall place upon, or remove from, any portion of the Common Area or Common Elements any landscaping of any type or description without the prior written consent of the Association's Board of Directors.
- B. Other than motor vehicles in designated parking areas, no personal property of any kind or type may be stored in or on any portion of the Common Area or Common Elements. Bicycles must be stored in individual Units, on decks or patios belonging to the relevant Unit, or in bike racks provided on the Common Elements and supplied by the Association. No bicycles or other personal property may be stored by hanging them from the deck of the Unit located above the Unit to which the bike or property belongs or by otherwise attaching personal property to any other Unit, deck, Common Area or General or Limited Common Elements. *(Revised 2010)*
- C. Notwithstanding any other indemnification and/or lack of liability, the Association shall not be held liable for, and shall be fully indemnified from and against, all loss and damage to any personal property which shall have been left on any portion of the Common Area or Common Elements.
- D. More specifically, no person shall place, permanently or temporarily, any personal property or belongings of any kind on any exterior Common Area or Common Element surfaces, including, but not limited to, exterior siding or stucco walls, window trim, stairs, landings, stairwells, and under-stair areas. The only exception to this rule is that a doormat may be placed on the landing deck or floor by the front door of an Owner's Unit. Personal property may be placed on the balcony deck / patio of an Owner's Unit in accordance with all applicable Association rules, including, without limitation, Rule 13 below, and Town of Avon ordinances for grills, firewood, and the like. *(Added 2010)*
- E. All light bulbs used in the light fixtures belonging to the Units, (which are those located on the balcony decks / patios and those located next to the front doors), (collectively, the "Unit Fixtures"), must be in compliance with the Town of Avon's Dark Sky Ordinance. Even though the Buck Creek light fixtures can accommodate up to a 100-watt bulb, the Avon Dark Sky Ordinance limits the wattage and lumens which can be used in the Buck Creek light fixtures to 75-watt incandescent bulbs and 60-watt fluorescent bulbs. In the event that the Town levies a fine for the installation

and/or use of a bulb in excess of the wattage limits in a Unit Fixture, the Owner of the Unit to which the Unit Fixture belongs must pay the full amount of the fine, plus any additional fees incurred by the Association in connection with the levying of the fine and the collection of the fine from said Owner. *(Added 2010)*

- F. All real estate signs offering a Condominium Unit for sale, lease, or rental must be displayed **ONLY** in the window or windows of the offered Unit. No such signs are permitted to be displayed outside of any Unit or anywhere on Association General or Limited Common Elements. *(Rule Added 2020)*.
- G. Skylights are NOT considered part of the Common Elements. They are windows and the responsibility of the Owner.

13) PATIOS AND DECKS

All patios and decks are Limited Common Elements and, as such, are restricted to the use and enjoyment of the current Owner and Occupant of the appurtenant Unit, and his or her family, guests, and invitees.

The following Rules shall apply to the use and care of all patios and decks:

- A. No Owner or Occupant shall store, display, or dispose of any items or materials on any patio or deck other than the following:
 - 1) Not more than ½ cord of firewood (4' x 4' x 4') stacked in accepted cord fashion on back patios and decks **ONLY**, not to exceed the height of the deck railing on decks and not to exceed a similar height on patios;
 - 2) Gas or Electric Grills **ONLY**. **NO CHARCOAL GRILLS SHALL BE PERMITTED ANYWHERE ON OR IN THE PROJECT.** Charcoal grills will be removed by the Association Manager in accordance with the Town of Avon Ordinance 929, Section 15.32.230, and the Association shall have the right to arrange for the prosecution of violators;
 - 3) Patio or deck furniture;
 - 4) Bicycles;
 - 5) Flower pots, hanging flower pots, and planter boxes shall be allowed on decks and patios, provided that they do not interfere in any manner with the use or enjoyment by any other Owner or Occupant of his or her Unit or property; and provided that they do not hang from, and are not otherwise attached to, any deck or patio other than that pertaining to the Unit in which the owner of the pots or boxes has a right of occupancy; and

- 6) Holiday lights and decorations.

B. No additional lighting, satellite dishes (except as specifically permitted in these Rules and Regulations) or other electrical devices shall be installed on any patio or deck without written permission of the Association's Board of Directors. In addition to any other right or remedy available to the Association, including, without limitation, the right to levy fines, the Association and its Manager may confiscate any objects or devices on patios or decks which may be in violation of these Rules and Regulations.

C. Each Owner and Occupant shall be responsible for the removal of snow from their appurtenant decks and patios, at his or her own expense. *(Section Revised 2010)*

14) FIREPLACES

A. Operation, Maintenance and Safety:

All fireplaces in Units must be properly screened in. No materials may be burned in any fireplace which do not consist entirely of (a) types of wood considered generally acceptable to be burned in residential wood-burning fireplaces and/or (b) industry-approved materials specifically designed and intended to be burned in residential wood-burning fireplaces. All materials that have been burned in a fireplace must remain in the fireplace and not be removed until they are fully completely cool to the touch. Notwithstanding any belief that materials from a fireplace are sufficiently cool, proper storage and disposal methods must be followed as a precaution in case any materials are still hot or smoldering. At no time shall any ashes or debris from any fireplace be kept or disposed of in any portion of a Unit or any Limited or Common Element. When removed from a fireplace, such ashes and debris shall immediately be placed in a safety- approved fireproof metal trash container specifically designed to store smoldering ashes, cinders, and other fireplace materials. The fireproof cinder/ash container shall be in immediate proximity to the fireplace(s) and shall be readily visible and identifiable. When all materials in the safety container are completely cool, they must be safely and appropriately disposed of. All firewood must be purchased in cut and split form; there shall be no firewood cutting, chopping or splitting on the Complex or in the Project. *(Revised 2010)*

B. Modification or replacement of fireplace units:

Any modifications to a fireplace must adhere to the laws, ordinances, and regulations of the governmental and/or quasi-governmental authorities with jurisdiction at the time of such modification or replacement, (such as the City of Avon and the Eagle County Fire Protection District.) The association can (but is not obligated to) perform fireplace safety inspections (as discussed in Section 6, para. B above) to assure compliance with this rule. Modifications/replacements to the fireplace include, but is not limited to:

- 1 Modification or replacement of fireplace includes, but is not limited to the modification or replacement of any of the following;

- a. Fireplace - doors, screens, flue, flue liner, damper, grates, hearth, firebrick, panels, vents, fans, or insert.

The Owner of a fireplace in which the doors have been removed must also place in front of the fireplace a substantial metal protective screen in front of the firebox opening which is designed to protect against burning or smoldering materials coming out of the firebox, and a fire-retardant mat is to be kept in front of the fireplace at all times.

15) EXTERIOR ALTERATIONS

A. General

Without the prior written approval of the Association's Board of Directors, no exterior television or other antenna or device of any sort shall be placed, allowed, or maintained upon any portion of the General Common Elements. No work of any kind shall be done upon: any exterior walls or hallways; any windows, exterior doors (including door knobs), or skylights; any exterior or interior supporting walls; any landscaping or removal or addition of trees or shrubs; any fencing; any screening of a deck or porch; any satellite dishes or other antenna devices; or any other portion of the General or Limited Common Elements by any Owner or Occupant or anyone other than the Association's contractors or agents, without the prior written approval of the Association's Board of Directors following a vote at a duly-called Board of Directors meeting. No such work will be allowed if it is merely for aesthetic purposes, in order to maintain the uniformity and integrity of the Buck Creek buildings and exterior appearance, as required by the Declaration. Rules and requirements for various types of exterior work are described below. *(Revised 2010 and 2011)*

An Owner wishing to make any exterior alteration of any type shall present to the Board of Directors in writing a description and a site plan of the proposed work and shall agree in writing to fully comply with the requirement in the Declaration that all work approved and done shall comply with the obligation to replace any finishing materials removed with similar or better types or kinds of finishing materials of equal or better quality and with matching colors and materials from manufacturers. *(Added 2011)*

B. Satellite Dishes, Electrical Lines, Cables, Phone Lines, Air Conditioning Units, and Similar Alterations or Work

Except as otherwise provided in these Rules and Regulations, no Owner or Occupant shall install wiring or other equipment or devices for electricity, satellite dish, cable television, or telephone, fax, or modem lines on the exterior of any Building in the Complex. No television or radio antennae, machines, or air conditioning units shall be installed on the exterior of any part of the Project, nor shall any modification which penetrates any wall or roof of any portion of the Project be constructed or installed, except as shall be approved in writing by the Association's Board of Directors.

All Owners and Occupants desiring to install television satellite dishes must comply with

the following rules:

- 1) Owners and Occupants must have written permission from the Association's Board of Directors prior to installing a satellite dish.
- 2) All Occupants must also have written permission from the Owner of the Unit. At the time an Occupant requests the Association's permission, such Occupant shall provide written proof to the Association of the Unit Owner's authorization for the installation of the satellite dish.
- 3) The Owner or Occupant making the request shall provide to the Association's Board of Directors a rough sketch showing the proposed installation location, cable routing, materials, paint color, and method of attachment of the proposed satellite dish.
- 4) All satellite dishes must be installed on the deck of the Unit to which each dish pertains. Satellite dishes for Units located on the first floor may only be installed in a location approved in advance by the Association's Board of Directors, and can only be installed on the deck above such first floor Unit with the written permission of both the Association's Board of Directors and the Owner of the Unit above such first floor Unit. *(Added 2010)*
- 5) The Association's Board of Directors must approve the proposed location, color, materials, and routing of all satellite dishes.
- 6) No satellite dish may be attached to any portion of the Common Area, including, without limitation, stucco or siding walls, or the roof of any Building. Any damage which results to any Building or Common Element from any approved or non-approved installations shall be repaired by the Association, the Association shall remove and repair any non-approved installation, and all costs and expenses of such repair and/or removal shall be paid by the Owner of the subject Unit. *(Revised 2010)*
- 7) Approval for the installation of the satellite dish shall be given in writing by the Board of Directors or by the Association Manager on behalf of the Board.

C. Work Requiring Cutting Into Any Exterior Wall or the Roof of any Building

No work by or on behalf of an Owner whatsoever will be permitted which requires or involves cutting into the roof of any Building in the Complex.

In order to protect the Association's exterior walls, siding, stucco, and weather barrier, the only instances in which any work by or on behalf of an Owner will be permitted which requires or involves the cutting into of an exterior wall of any Building in the Complex are those instances in which the cutting is required both by the manufacturer and by local building code or other applicable law for the installation of a new appliance or equipment, such as a vent for a new cook system. In such limited cases, the Owner and the Owner's contractor will be required to meet all of the recommendations and specifications of the Association's Architectural Committee, which will be designed to result in the least damage to the exterior walls, the least

noticeable change in exterior appearance, and the least risk of water and air infiltration through the walls.

In order to formally request Association approval to cut into an exterior wall of a Building, the Owner must submit in advance all of the following materials to the Association Manager, and the Board must consider all of the following, including the recommendations of the Association's Architectural Committee, in deciding whether and with what construction requirements to allow the Owner to make the requested exterior wall alteration:

- 1) A complete copy of the pertinent provisions of the manufacturer's installation instructions and drawings for the proposed new appliance or equipment which demonstrate the detail of the system and its installation specifications and which demonstrate why there must be a cutting through the exterior wall and that there is no other method of installation acceptable to the manufacturer;
- 2) A complete copy of the pertinent provisions of the Town of Avon Building Code and/or other applicable law, ordinance, or regulation, which verify that the proposed installation of the new appliance or equipment absolutely requires cutting into an exterior wall and that there is no other acceptable method of installation which does not involve cutting through an exterior wall;
- 3) Detailed drawings from the Owner's contractor and/or architect or other construction professional containing sufficient detail to be properly reviewed by the Association's Architectural Committee, demonstrating in detail how the Owner and contractor propose to route the new appliance or equipment through Owner's unit and out through an exterior wall, how the cuts will be made through the exterior wall, and what measures will be taken to prevent air and water infiltration through the cuts in the exterior wall. In addition, the Owner's contractor shall provide to the Association sufficient evidence of insurance upon submitting said plans for construction to the Association.
- 4) Upon receipt of this information presented to the Association by the Homeowner, the Architectural Committee shall review, comment on, and make a recommendation to the Board of Directors for approval on the proposed construction project. In the event any expenses are incurred by the Association, which shall include, but not limited to; Architectural fees, attorneys fees, or any other reasonable expenses required by the Architectural Committee to render a decision to proceed, shall be the responsibility of the Homeowner.
- 5) All approved work shall be done in full accordance with all of the Association requirements. In the event that such requirements are not followed, the Association shall have the right, at the Owner's full expense, to correct the work necessary in order to ensure that all such requirements are followed and to repair and replace all damage to or destruction of any General or Limited Common Elements resulting from the failure to follow any such requirements.
(Entire Section C Added 2010, Revised 2011)

D. Replacement of Windows; Sliding Glass Doors; Front Doors; Screen Doors

In order to protect the Association's exterior walls, siding, stucco, and weather barrier, all replacements of all windows (including skylights) and sliding glass doors must be done in accordance with each of the following specific requirements, as the same may be amended from time to time by amendment to this rule or in a separate written document prepared by or on behalf of the Board of Directors of the Association:

- 1) All materials used must be the same as are currently present on the Buildings at the time of the Owner's request for window or door replacement or screen door addition. The structure, function, and appearance of the proposed and final work product must be the same as was in existence prior to the commencement of the work by or on behalf of the Owner.
- 2) Prior to commencing the removal and replacement of any windows or doors or the addition of a screen door in his or her Unit, the Owner must advise the Association Manager in writing of his/her intent to have this work done and provide all required information. Both the Association's Architectural Control Committee (the "ACC") and the Association's Board of Directors must approve the Owner's proposed project in writing in advance. Both the ACC and the Board must also accept the Owner's project in writing upon its completion.
- 3) Notwithstanding any approval of the Owner's project by or on behalf of the Association, the Owner will be required to fully warrant and guarantee for the benefit of the Association the work done in connection with, and the integrity of, the entire project, including the repair of any and all damage to Association property resulting in any manner from said project, for a period of five (5) years from the date of acceptance of the work and project by the Association.
- 4) In connection with the replacement of windows and doors, the Association may approve at least two recommended certified contractors to perform window and door replacements, and at least two recommended contractors to repair stucco damaged by the replacement of windows and sliding doors on the first floor levels. In the event that the Association has approved such contractors, the Owner shall be required to use current Association-approved contractors.
- 5) Upon an Owner's application and request for approval of window or door replacement or screen door addition, the Association Manager shall provide to the Owner information regarding the approved materials and products to be used by the Owner in connection with the proposed project.

As of the date of this rule, the colors and materials for the recently-completed complex-wide exterior update work can be found in the Davis Partnership Architects plans and notes dated 2008 and the Buck Creek Condominiums Alpine Exterior Design Painting and Staining Specifications as revised August 12, 2008, including the use of one coat of Benjamin Moore Primer and two topcoats of Moorgard Exterior Low Lustre Paint on new matching cedar trim if such trim must be replaced around windows and/or doors on the siding level. The colors

and paints/stains in use at Buck Creek are the following, as of the date of this rule:

Cedar Siding – Sikkens Cetol SRD, #996, “Natural Light”

Trim on Siding Level – Benjamin Moore MoorGard Exterior Low Lustre Paint, #HC-123, “Kennebunkport Green”

Stucco – Benjamin Moore Moorlastic Acrylic Paint, #OC-108, “Pale Moon”,.

6) All removals and replacements of windows and doors shall be done in full accordance with all of the Association requirements. In the event that such requirements are not followed, the Association shall have the right, at the Owner’s full expense, to correct the work so as to ensure that all such requirements are followed and to repair and replace all damage to or destruction of any General or Limited Common Elements resulting from the failure to follow any such requirements. *(Entire Section E Added 2010 and 2011)*

16) PARKING; VEHICLE RESTRICTIONS AND RULES

- A. No more than two (2) vehicles per condominium Unit shall be allowed on the Buck Creek Complex at one time. All vehicles parking on the Buck Creek Project shall display a Buck Creek parking pass.
- B. All vehicles must be parked in designated parking areas only. No vehicle shall park on the grass or on a street, driveway, sidewalk, access road or similar area.
- C. Motorcycles shall be counted as vehicles for all purposes.
- D. No commercial-type vehicles, except pick-up trucks and vans, shall be parked or stored within the Complex. No recreational vehicles, including, without limitation, motor homes, motor coaches, buses, boats, camping trailers, or trailers of any kind shall be parked or stored anywhere on the Complex for more than 48 hours without the written permission of the Association’s Board of Directors.
- E. No automotive maintenance of any type shall be performed on or in any portion of the Project. The Association shall have the right to charge fines and all expenses of cleanup and repair to the owners or operators of vehicles which have leaks of oil, fuel or other fluids which require clean-up or which cause damage to any portion of the Project and, at the Association’s discretion, to levy such charges against the Owners of the Units in which the owners or operators of such vehicles are tenants, guests, licensees, invitees, agents, contractors, or employees.
- F. No inoperative, uninsured, unlicensed, unused, or abandoned vehicles may be stored, parked, or maintained upon any part of the Project at any time. Any vehicle in violation of this rule will be subject to having the vehicle towed at the vehicle owner’s expense and/or a fine by the Association. “Inoperative,

abandoned, or unused vehicle” shall mean any automobile, truck, motorcycle, motorbike, boat, trailer, camper, house-trailer, or similar vehicle which has not been driven under its own propulsion, or has not been moved out of the Complex, for a period of two (2) weeks or longer or which does not have an operable propulsion system. In the event that the Association determines that a vehicle is an abandoned or inoperable vehicle, then the Association Manager shall prepare a written notice of such fact which reasonably describes the vehicle and shall personally deliver such note to the Owner of the Unit with which the vehicle is associated, if the Unit is known, and/or shall place such note conspicuously upon the vehicle. If the vehicle is not removed within 24 hours after the delivery or posting of such notice (or, in the event of an emergency, is not immediately removed), then the Association shall have the right to have the vehicle removed, and the owner of the vehicle shall be responsible for all towing and storage charges. In the event that an Owner or Occupant will be out of town or unavailable for longer than two (2) weeks and desires to request an exemption from this two-week rule, such Owner (or the Owner and Occupant jointly, in the case of a tenant or other Occupant requesting an exemption) shall make a written request for such exemption to the Association’s Board of Directors. Such a request for exemption shall be granted only by written approval by the Association; in the absence of written approval, no such exemption shall be granted.

- G. To enable snow removal, all Owners of vehicles parked in areas covered with more than three (3) inches of snow must move such vehicles out of such areas within 24 hours of such snowfall. Vehicles not moved within 24 hours will be tagged with a notice to move the vehicle. The owners of such vehicles will then have 24 hours to move the vehicle after it is tagged. Failure to remove a vehicle within 24 hours of the notice shall result in the vehicle being towed at the vehicle owner’s expense and/or the vehicle owner being fined.
- H. Use of electrical outlets in the parking structure should be limited. Excessive use as determined by the Association Manager may be subject to a usage fee.

17) PETS AND SERVICE, ASSISTANCE AND EMOTIONAL SUPPORT ANIMALS (Revised 2021)

I. Inapplicability of Rules Governing Pets to Resident/Guest Service and Assistance Animals.

Under the Americans with Disabilities Act (the “ADA”), the Fair Housing Act (the “FHA”), and other federal and state laws pertaining to persons living with disabilities (collectively, “Service/Assistance Animal Laws”), animals which are Service Animals, Assistance Animals, or Emotional Support Animals, as defined under those laws, (collectively, Service/Assistance Animals) are NOT considered “pets” for any purposes of the Rules pertaining to “pets” at Buck Creek.

It is the responsibility of the owner to verify, as provided under the law, whether or not an animal residing with a tenant is a service animal. If a tenant is found to have an animal residing at a property, sufficient and timely documentation of the owner's diligence is required to waive any pet fines. Whether such documentation is sufficient or timely is up to the discretion of the Association Board of Directors. Such fines are the responsibility of the owner, not the tenant.

II. Rules Governing Pets

Persons Permitted and Not Permitted to Stay in Condominium Units with Pets

1) Persons Permitted to Stay in Condominiums with Their Pets.

- i) Pets are permitted to stay in Condominium Units ONLY with a person or persons in at least one of the following categories:
 - (1) An Owner of the Condominium, able to be legally verified as a primary or beneficial owner of the Condominium property;
 - (2) A member of the Immediate Family of an Owner, whether or not an Owner is present in the Condominium (for purposes of this Rule only, "Immediate Family" is defined to include the children, the parents, and the siblings of an Owner);
 - (3) A guest or non-Immediate Family member of an Owner, provided that an Owner and the guest or non-Immediate Family member are both residing at Buck Creek Condominiums for the entire stay of the pet of the guest or non-Immediate Family member; and/or
 - (4) An Owner or member of the Immediate Family of an Owner who is temporarily caring for the pet, even though the pet legally belongs to someone else.

2) Persons NOT Permitted to Stay in Condominiums with Their Pets.

No other person is permitted to stay in a Condominium Unit with a pet at any time, including a short-term or long-term resident, tenant, renter, lessee, vacation dweller, or other vacationer.

B. Pets are not permitted on any Common Elements unless they are under the direct personal supervision of the Unit Owner or such Owner's family member or guest. Pets are to be under the direct control and command of their owner, and/or kept on a leash at all times while outside of their Unit. Pet owners are responsible for paying for all property damage, injury, disturbance, and clean-up which their pet may inflict.

C. All pet owners are responsible for promptly cleaning up after their pet relieves itself on any Common Areas.

D. No pet or animal shall be allowed to remain tied or chained to any Common Area or Limited Common Element unattended.

E. No more than two (2) domestic dogs and/or cats shall reside in any one Unit at one time.

III. RULES APPLICABLE TO SERVICE/ASSISTANCE ANIMALS

The following Rules apply to all Approved Service/Assistance Animals living at Buck Creek Condominiums:

- 1 All Service/Assistance Animals must be on a leash or otherwise under the control (such as by voice) of the handler, who may or may not be the person living with a disability;
- 2 A Service/Assistance Animal can be a species other than a dog or a cat.
- 3 If a Service/Assistance Animal causes damage to Association property or the property of another person or entity, the owner/user of the animal may be charged with the cost of repairing the damage to the same extent that the owners of an animal which is a pet can be charged for the pet causing such damage.
- 4 Regular waste removal and cleanup of waste from the Service/Assistance Animal is the responsibility of its owner/user and is not the responsibility of the Association or its management.
- 5 If any of the following circumstances develops or occurs, the Service/Assistance Animal will be required to vacate the premises and will not be allowed to live or stay at Buck Creek any longer, provided however, that the owner/user of the vacated Service/Assistance Animal may still continue to live or stay at Buck Creek, but without the benefit of his/her Service/Assistance Animal:
 - i) The Service/Assistance Animal is routinely out of the control of the handler.
 - ii) The Service/Assistance Animal poses a direct threat to the health or safety of others, an example of which might be a venomous snake. The risk to others must be significant and must be based on objective evidence; it cannot be a remote or speculative risk and cannot be based on stereotypes, fears, or speculation.
 - iii) The Service/Assistance Animal causes or creates a nuisance situation or issue which the owner/user is unable or unwilling to cure in a reasonable and satisfactorily manner, within a reasonable timeframe determined by the Association's Board of Directors;
 - iv) The Service/Assistance Animal causes substantial physical damage to the property of others, unless the threat of a recurrence can be eliminated or significantly reduced, within a reasonable timeframe determined by the Association's Board of Directors; or

- v) The Service/Assistance Animal is not housebroken and the owner/user cannot correct and eliminate the situation within a reasonable amount of time, as determined by the Association's Board of Directors.

The violation, and especially the repeated violation, of any of the rules in this Section 17 IV will subject the Owner of the Condo and the owner/user of the Service/Assistance Animal to a reasonable consideration by the Association's Board of Directors as to whether to continue to allow the Service/Assistance Animal to live or stay at Buck Creek is reasonable given the rules violations. In the event that the Board of Directors reasonably determines that the accommodation is no longer reasonable the Service/Assistance Animal will no longer be permitted to live or stay at Buck Creek. The owner/user of the Service/Assistance Animal will continue to be permitted to live or stay at Buck Creek, but without the Service/Assistance Animal.

IV. RESPONSIBILITY OF ALL OWNERS TO FULLY COMPLY WITH ALL SERVICE/ASSISTANCE ANIMAL LAWS PERTAINING TO THE RENTAL, LEASING, LOANING, VISITING, OR OTHER USE OF OWNERS' INDIVIDUAL CONDO UNITS

- 1 All failures to comply with any of the Service/Assistance Animal Laws pertaining to the rental, leasing, loaning, residing in, visiting, staying in, or other use of individual condominium units at Buck Creek, and all fines, damages, judicial awards of damages, legal proceedings, fees, and other costs and expenses of any such actual or alleged failure to comply, including attorneys' fees, whether levied on the Owner or on the Association, shall be the sole responsibility of, and at the sole expense of, the Owner of the Condo Unit with respect to which the alleged or actual failure took place. It shall not matter which person or persons were involved in addressing the applicability of, or actions taken under or in violation of, the Service/Assistance Animal Laws. In the event that an Owner incurs financial responsibility under this Rule and fails to pay for any fines, damages, legal proceedings, attorneys' fees, or other costs or expenses which are assessed or levied against the Association, the Owner shall pay the Association all amounts owed by or to the Association under this Rule within 30 calendar days of receiving a written notification, bill, or invoice, from the Association. In the event that such amounts owed are not timely paid in full, the unpaid portion shall become an extraordinary or special assessment against the Owner until such time as payment in full is made.
- 2 In the event that a Condo Owner refers any matter involving an actual or purported Service/Assistance Animal or such animal's owner/user to any law enforcement authorities (for example, if a violation of the laws against misrepresentation of a disability is alleged), **such Condo Owner must notify the Association Manager of such referral in writing within 5 days of taking such action.**

18) TRASH

The Association has provided garbage receptacles, (and may in the future provide recycling receptacles), for the use and convenience of Owners and Occupants. The containers are located at the west end of the upper parking structure. All garbage and loose papers must be disposed of in sealed plastic bags. Boxes and other bulky items should be flattened to the extent reasonably

possible. All disposed items must be put into the container provided. No trash or garbage shall be left anywhere on the grounds or in any Common Area. The Town of Avon requires the use of bear-proof trash containers. All Association trash receptacles must be completely closed and correctly locked each time after they are opened for any reason, in order to comply with the Town ordinance and provide the Association with the benefit of the bear-proof design and construction of the receptacles. In the event that the Association receives a fine for the failure to comply with the bear-proof trash ordinance and the failure can be traced through evidence beyond a reasonable doubt to the Owners or Occupants of a particular Unit, the Owner of that Unit must pay the full amount of the fine, plus any additional fees incurred by the Association in connection with the fine and the collection from said Owner. *(Revised 2010)*

No hazardous materials may be disposed of in the dumpster areas at all, including, without limitation, oil, tires, batteries, etc. It is illegal to improperly dispose of such items. All such hazardous materials shall be legally and properly disposed of at the expense of the Owner or Occupant. Any broken or abandoned/replaced appliances and furniture, including, without limitation, refrigerators, dishwashers, water heaters, sofa beds, mattresses, etc., must be properly disposed of at the expense of the Owner or Occupant and must not be placed in the dumpster or trash areas. At the request of the Owner or Occupant, the Association Manager will arrange pick-up of such items, at the expense of the Owner or Occupant.

19) RECREATION AREAS

Recreation areas in the Complex are for the use of all Owners and Occupants. All such areas must be kept clean and free of debris.

20) SAFETY

- A.** Each Unit must have at least one fire extinguisher, provided at the expense of the Owner, which shall be professionally maintained and inspected as often as necessary, but no less often than annually. The fire extinguisher must be readily visible in the entry, utility, or kitchen area of each Unit, for quick access by Occupants in the event of a fire. The Association Manager shall have the right, but not the obligation, to inspect fire extinguishers in Units on a yearly basis; provided, however, that, to increase safety, the Association encourages the Association Manager to include such inspections as part of the annual Unit fireplace and safety inspections. *(Revised 2010)*
- B.** Each Unit must have a working smoke detector provided at the expense of the Owner, which shall be maintained by the Owner. The Association Manager shall have the right, but not the obligation, to inspect the smoke detectors in the Units on a yearly basis and to have repaired smoke detectors needing repair, at the expense of the Owner; provided, however, that, to increase safety, the Association encourages the Association Manager to include such inspections as part of the annual Unit fireplace and safety inspections. *(Revised 2010)*
- C.** Each Unit must have, in immediate proximity, to the fireplace(s) a safety-approved fireproof metal trash container specifically designed to store hot and smoldering ashes, cinders, and other fireplace materials, provided at the expense

of the Owner, which shall be maintained by the Owner. Such can(s) shall be readily visible and identifiable. The Association Manager shall have the right, but not the obligation, to verify the fireproof cinder/ash cans in the Units on a yearly basis and to require that one be provided by the Owner if it is missing; provided, however, that, to increase safety, the Association encourages the Association Manager to include such inspections as part of the annual Unit fireplace and safety inspections. *(Added 2010)*

- D. No hazardous or combustible material shall be stored in any Unit or on any deck or patio or in any storage closet.
- E. Fireworks are not permitted to be used anywhere on the Complex or in the Project, including, without limitation, on any Common Areas.
- F. All appliances in Units must be in good working condition and must be properly maintained by the Owner at the Owner's expense.
- G. Fireplace flues in the Units must be properly and regularly cleaned and maintained by the Owner at the Owner's expense.
- H. If chemically-treated starter fire-logs are used, the instructions for their use must be followed explicitly.

21) GENERAL PROVISIONS

- A. In the event of any conflict between the provisions of these Rules and Regulations and the provisions of the Declaration, the provisions of the Declaration shall control. In the event of any conflict between the provisions of these Rules and Regulations and the provisions of any policies or guidelines subsequently adopted or enacted by the Board of Directors, the provisions of these Rules and Regulations shall control, in the absence of specific language in any such policies or guidelines stating the intention to specifically modify, amend, or alter these Rules and Regulations. *(Revised 2010)*
- B. Nothing contained in these Rules and Regulations shall in any manner limit the rights, responsibilities, and remedies that the Association has pursuant to the Declaration, the Articles, and the Bylaws.
- C. Notwithstanding any provision of these Rules and Regulations, the Association shall be entitled to exercise all rights and remedies available to it at law and in equity in the event of any breach of such Rules and Regulations.
- D. All written approvals of the Board of Directors referred to in these Rules and Regulations may be evidenced by a written letter or document from the Association Manager after receiving written or unwritten approval from the Board of Directors.
- E. All references to the plural shall include the singular and vice versa. All references to the masculine, feminine and neuter shall include the other two

references.

ACKNOWLEDGEMENT PAGE
ASSOCIATION MANAGEMENT OFFICE

Association Manager: Craig Lancaster
CraigStar Improvements
P.O. Box 9512
Avon, CO 81620
CraigStar@cspimprovements.com

Bookkeeping Information: Buck Creek Condominium Association
Vail Tax & Accounting
P. O. Box 5940
Avon, CO 81620
(970) 949-5383

. Current contact information can also be found on the Buck Creek Condominium Association: <https://buckcreekcondos.com/>

Buck Creek Condominium Association

Unit # _____

Owner Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date

By signing this Signature Page, Owner / Tenant acknowledges receiving, reading, and understanding these Rules and Regulations. The failure of any Owner or Tenant or Occupant to sign this page shall have no effect whatsoever on the full applicability to such Owner, Tenant or Occupant of these Rules and Regulations, as the same may be amended from time to time.