## SNOW LION AT VAIL CONDOMINIUMS ASSOCIATION, INC.

## GENERAL RULES AND REGULATIONS

## Adopted [April 2023]

The following rules and regulations regarding (“**Rules**”) have been adopted by the Snow Lion at Vail Condominiums Association, Inc. (“**Association**”) pursuant to C.R.S. 38-33.3-302(1)(a) at a regular meeting of the Board of Directors of the Association (“**Board**”) and the Members.

**Purpose**: To set forth clear and understandable rules adopted by the Board:

**WHEREAS**, Section 4.1 of the Amended and Restated Declaration for Snow Lion at Vail Condominiums (“**Declaration**”) provides that the Board may adopt, amend, repeal and enforce rules that are more specific and restrictive than the Declaration, as the Board deems to be reasonable and necessary to carry out the intent of the Declaration and to govern the use of the Common Elements, govern the use of Units as necessary to protect the Common Elements, and protect Members from unreasonable interference in the enjoyment of their Units and the Common Elements caused by use of other Units.

**WHEREAS**, Section 4.4 of the Declaration provides notice to all Owners and Permitted Users, such as guests and tenants, that they agreed to be bound by the Rules adopted by the Board by accepting the instrument conveying or assigning the Owner or Permitted User’s Unit.

**WHEREAS**, any capitalized term used herein and not otherwise defined will have the meaning ascribed to such term in the Declaration.

**WHEREAS**, for the health, safety, welfare, comfort, and convenience of all residents in the community, the Board wishes to establish the following general rules.

**NOW, THEREFORE, BE IT RESOLVED THAT** the following Rules are hereby adopted by the Board:

# General Rules and Regulations

1. **General**
2. No Owner or tenant shall allow anything to be stored, kept or displayed on any part of the Common Elements without the prior written consent of the Board.
3. All trash, garbage or other refuse shall be kept in containers provided by the Association for such purpose and shall be stored only in the designated area.
4. All Owners and Permitted Users will exercise caution and good judgment to preserve and maintain the Common Elements and will not change, mar, remove, add to or otherwise disturb the Common Elements without the prior written consent of the Board.
5. **Occupancy Restrictions**
6. No noxious, offensive, dangerous or unsafe activity shall be conducted in or on any Unit or the Common Elements, nor shall anything be done, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to the other Owners or Permitted Users.
7. No Owner or Permitted User shall make or permit any disturbing noises nor do or permit anything to be done by others that will unreasonably interfere with the rights, comforts or convenience of other Owners or Permitted Users.
8. Patios and Balconies are to be kept clean and clear of clutter. The only acceptable items that may be kept on balconies/patios are firewood, patio furniture, flower pots during growing season .
9. No Owner or tenant, or the guest of an Owner or tenant may use or store a charcoal or gas grill on the Property at any time, however, electric grills are permitted.
10. Flags and banners may be displayed as set forth herein. Each Owner or resident may display one flag no larger than 3’x 5” and one sign no larger than 24” x 36” from the Unit or Limited Common Elements appurtenant to the Unit. Signs and flags must be good condition free from fading and tears.
11. Satellite dishes and devices or facilities to transmit or receive electronic signals, radio or television waves are prohibited outside a Unit or Limited Common Element without prior written consent of the Board.
12. Any bikes, sporting equipment or other personal property stored on the Property will be stored at the such personal property owner’s own risk, including items stored in the storage facilities provided on the Property.
13. The right for Owners and Permitted Users to have pets is restricted by the Association’s Pet Rules and Regulations.
14. No Owner shall update, renovate or remodel the interior of his or her Unit, if such update, renovation, or remodel shall impact the structural integrity of or impact another Unit (impact to another Unit includes, but is not limited to, any alterations of the Common Elements or a change in flooring), without first submitting a written “Request for Design/Improvement Approval” to the management company at least 30 days prior to the planned update, renovation, or remodel of the Unit and receiving prior written approval for the modifications from the management company and/or the Board.  The “Request for Design/Improvement Approval” shall contain a detailed description of all floor coverings the Owner proposes to install and the areas in which the floor coverings shall be installed, including all underlayments, as outlined below.
15. No owner shall install or allow to be installed any floor covering except in accordance with the following:
	1. The only floor covering approved for use in the interior of Units is carpet over a minimum of an eight (8) pound density pad (the “**Approved Soft floor Surfaces**”).
	2. All flooring other than the Approved Soft Floor Surfaces, including hard surface flooring of any kind (other than that which exists prior to April 26, 2016), is specifically prohibited; except, that ceramic tile, natural stone tile, hardwood flooring, cork flooring, porcelain tile, soft vinyl planks or soft vinyl sheets (collectively, the “**Conditionally Approved Hard Floor Surfaces**”) are approved for use as a floor covering in the interiors of kitchens, baths and the main entryway into the Unit.
	3. In areas where Conditionally Approved Hard Floor Surfaces are installed, the Conditionally Approved Hard Floor Surfaces shall be installed over GenieMat RST05 underlayment or, subject to the advance written approval of the management company and/or the Board, an equivalent or better underlayment (Robinson Wheel C627 certificate for moderate commercial use) with a minimum delta 20 IIC rating (ASTM E2179) (as applicable, the “**Approved Underlayments**”).
	4. With advance written approval from the management company and/or the Board, in the discretion of the management company and/or Board, Conditionally Approved Hard Floor Surfaces flooring may reasonably expand beyond thirty-six (36) square feet in the main entryway, provided that the management company and/or Board is made comfortable by the Owner that the expansion will not create unreasonable noise transmission. If granting the request, the management company and/or Board shall require that all Conditionally Approved Hard Floor Surfaces shall be installed over GenieMat RST15 underlayment or an equivalent or better underlayment based on the Robinson Wheel C627 certificate for moderate commercial use and ASTM E2179 test results (as applicable, the “**Conditional Expanded Approved Underlayments**” and, together with the Approved Underlayments, the “**Total Approved Underlayments**”).  For clarification, all other Approved Soft Floor Surfaces in the Unit will be installed over a minimum of an eight (8) pound density pad.
	5. With respect to any Conditionally Approved Hard Floor Surfaces and Total Approved Underlayments, as applicable, the Owner shall follow the subfloor requirements and preparation recommendations for same as suggested and/or recommended by the respective manufacturers.
	6. Prior to installing any floor covering within his or her Unit, the Owner shall schedule an underlayment inspection and receive the written approval from the management company and/or the Board.
	7. No Owner shall install or allow to be installed any floor covering within his or her Unit in violation of this rule without the prior written approval of the management company and/or the Board.
	8. This rule is specifically intended to minimize noise transmission.
16. It shall be the responsibility of every Owner to heat his or her Unit, so as to maintain a minimum temperature in such Unit of no less than 55 degrees Fahrenheit. This is the minimum heating requirement that must be met even if the Unit is vacant. This is essential to prevent the freezing of pipes, both individual and common, which pass through the Property.
17. No glass containers or pets are allowed in pool area.

1. **Rental Restrictions.**

An Owner shall have the right to lease his or her Unit, in its entirety, in accordance with Section 4.3 of the Declaration with the following restrictions:

1. Any failure of a tenant to comply with the terms of the Declaration or any other Association governing documents, including these Rules, shall be deemed to be a failure of the associated Owner and penalties will be enforceable by the Association against the Owner in the stead of the tenant, and the Owner will take all steps necessary to prevent and stop violations of same by his or her tenant.
2. An Owner shall provide a copy of the Association governing documents, including these Rules, to each and every tenant, irrespective of the amount of time such Unit is rented, and will promptly provide a written acknowledgment of same to management company.
3. An Owner shall have the right to lease their Unit specifically subject to the Association governing documents. All tenancies shall be specifically subject to the terms and conditions of the Association governing documents and these Rules. All tenancies of 30 days or more, regardless if said tenancy is a month-to-month tenancy, tenancy at will, or lease for longer period, shall be required to be in writing and Owner will deliver a copy of these Rules to the tenant along with the lease. The Board may request, and upon such request the Owner will provide to the Board, a copy of the executed, written lease. In the event of a tenancy, the Association shall be entitled, and Owner shall be deemed to have assigned, all right to the Association to take all actions that the Owner would as a lessor of its Unit, including seeking eviction of a tenant or lessee for failure to comply with any of the lease terms, these Rules or the Association governing documents. Subject to applicable law, any tenant or lessee of any Unit in the Project shall be subject to immediate forcible entry and detainer proceedings for Owner’s failure to comply with its lease terms and/or the Association governing documents.
4. Each Owner renting their Unit either on a Long term or Short term basis shall install and maintain signs in both the bathroom and kitchen stating “Nothing shall be put down the drains that may clog or otherwise damage the drains. This includes solid foods of any type in the disposal. Bathrooms Signs must state, “Do not put anything in Toilet other than toilet paper. Do not put feminine hygiene products or flushable wipes in toilet.”
5. **Parking Restrictions**

1. All vehicles, as defined in the Declaration, including motorbikes and motorcycles, must be parked in the space assigned to the Owner and will not encroach into any adjacent parking space.
2. Each Owner or Permitted User will be responsible for monitoring his or her own assigned parking space. If an unauthorized vehicle is parked in an Owner or Permitted User’s parking space such Owner or Permitted User shall be solely responsible for contacting the police department of the Town of Vail and/or having the unauthorized vehicle towed or removed.
	* Town of Vail Police Department: (970) 479-2210
	* Colorado Booting LLC (24-hr Towing): (970) 306-8687
3. No Owner or tenant shall park in spaces designated as “Visitor” at any time. All visitors parked in a “Visitor” space will register the vehicle on a registration board on the Property. No visitor will park in a visitor space for more than a continuous 36-hour period. All vehicles parked in Guest Parking must display a permit showing the Unit Number, and Phone number of vehicle owner. This must be placed on the vehicle dashboard (permit maybe self made). The Board is authorized to have booted, towed or otherwise remove any vehicle or equipment parked in the “Visitor” space in violation of the Rules at the vehicle owners expense.
4. No “abandoned or inoperable vehicle” (as defined in the Declaration) shall be stored or parked on any of the Common Elements at any time. An abandoned or inoperable vehicle may be removed upon placing notice on the vehicle at least 72 hours prior to removal.
5. **Responsibility for Actions of Tenant or Guest**

Owners shall at all times be responsible for the actions of their tenants and guests. In the event that an Owner’s tenant or guest violates the Rules a fine may be assessed against that Owner.

1. **Miscellaneous**
2. Failure by the Association to enforce any provision of these Rules shall in no event be deemed to be a waiver of the right to do so thereafter.
3. The provisions of these Rules are independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
4. The provisions of these Rules shall supersede and replace any and all previous rules and regulations respecting this subject matter. The provisions of these Rules supplement and do not supersede or restrict the Declaration’s provisions respecting this subject matter.
5. The Owner shall have the primary obligation to pay fines imposed for their actions and actions of their tenants, family members, and guests. Fines imposed pursuant to these Rules shall become an Assessment imposed against the Owner and enforceable as provided in the Declaration.
6. These Rules shall be effective fifteen days following the date of their adoption.