

Heather of Vail Condominium Association

RULES AND REGULATIONS

The following Rules and Regulations were duly adopted on October 21, 2016 and shall supersede any previous Rules and Regulations.

**ARTICLE 1
APPLICABILITY**

1.1 The following Rules and Regulations are applicable to the Heather of Vail Condominiums project, including but not limited to, the Property, the Common Elements, the Limited Common Elements, and the Units and shall be deemed in effect until amended by the Board of Directors of the Heather of Vail Condominium Association (the "Association").

1.2 The Rules and Regulations shall apply to and be binding upon all Unit Owners, their families, guests, invitees, and their tenants, tenants' families, guests and invitees, and persons over whom they exercise control and supervision (collectively all referred to herein as "Guests"). All Owners shall, at all times, obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their Guests.

1.3 All defined terms used herein but not defined shall have the same meaning as such terms have in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Heather of Vail Condominiums, as it may be amended from time to time.

**ARTICLE 2
PURPOSE AND INTENT**

These Rules and Regulations are intended to ensure the quiet enjoyment of the entire Property, including the Units, by the Owners and their Guests. These rules are intended to reduce impacts to maintenance and upkeep of the Property by restricting activities that may have negative impacts on the Property, the landscaped areas, parking areas, and building exteriors and interiors. The regulations also help insure that property values are not eroded by the actions of any Owners or their Guests.

**ARTICLE 3
MINIMUM HEATING AND WATER SHUT-OFF**

It shall be the responsibility of every owner of every Unit to heat the Unit so as to maintain a minimum temperature in his unit of NO LESS THAN 55 DEGREES FAHRENHEIT at any time. This minimum heating requirement must be met even when the Unit is vacant. These rules are essential to minimize any damage which could result from the freezing of pipes, both individual and common, which pass near or through individual Units within the building. If an Owner is not residing in the Unit, the Manager shall perform checks of the Unit as the Board deems necessary.

The Declaration requires that, in order to further enable the Association to carry out the duties provided in the Governing Documents, every Unit Owner must provide a working key, lockbox code, or code access to their individual Unit which key or code is to be held in safe keeping by the Manager. This requirement is absolute to ownership and is due to the need for emergency access to the Units, periodic checks of the common waterline and shut off valves and the need for periodic checks to Units which are left unoccupied for long periods of time so that damage may be prevented to the entire Property. No one shall alter any lock or install a new lock on any door leading to any Unit without furnishing a new key to the Manager.

ARTICLE 4 PARKING

Section 4.1 Common Driveways & Parking Spaces. Driveways and parking spaces are Common Elements maintained by the Association but intended for the specific use of Owners. Improperly parked vehicles blocking access or parked in one of the spaces assigned to another Owner may be towed or booted at any time.

Section 4.2 Parking. Parking is granted by the Association to the Owners on a license basis. Each Unit shall have rights to use of two (2) parking spaces in the parking spaces on the Property, with one of the two being assigned. Each first-floor Unit has one (1) assigned parking space directly in front of the Building in which the Unit is located and each second-floor Unit has one (1) assigned parking space in front of the assigned parking signs on the Property.

No parking is allowed by anyone in an assigned space that is assigned to another Unit. Motorcycles are to be counted as vehicles. All parking shall be in designated areas only. Owners must inform Guests where they may park. Vehicles not belonging to individuals in legal residence of the Property are not permitted to park on the Property for longer than 24 hours.

Owners and only Owners may apply to the Board for a permit for more than the 2 vehicles allowed. Such permits will be granted on a space available, first come, first serve basis. The cost for the extra permit is \$50.00 per quarter and will be an assessment against the Unit.

Section 4.3 Winter Months. During the winter months or any time when snow removal is required (usually Nov. 1- May 1) and snowfall is in excess of 2 inches, every Owner and Guest is required to move their vehicle to allow for snowplowing. If a vehicle is parked for more than 24 hours in the same spot after a snow fall, the Board may provide a 24-hour notice on the vehicle and then may tow or move the vehicle at the Unit Owner's expense.

Section 4.4 Landscape Areas. No vehicle shall be parked on or travel across landscape areas.

Section 4.5 Recreational Vehicles. The storage of recreational vehicles and their trailers, including but not limited to boats, snowmobiles, snowmobile trailers, or snowmobiles in the back of pickup trucks, utility trailers, motor homes, camping trailers, or other powered recreational equipment may be permitted with a permit in the appropriate season. Summer

recreational vehicles are only permitted May 1-September 30. Winter recreational vehicles are only permitted November 1-April 30. Owners and Tenants may apply to the Board for a permit. Such permits will be granted on a space available, first come, first serve basis. The cost for the extra permit is \$50.00 per quarter and will be an assessment against the Unit.

Moving trucks and trailers are permitted on the project but may not be parked for more than two consecutive days. No overnight "camping" is allowed in any vehicles.

Section 4.6 Abandoned or Inoperable Vehicles. No abandoned, unlicensed or inoperable vehicles of any kind shall be stored or parked within the Property. An abandoned or inoperable vehicle shall be defined by Colorado statutes governing inoperable or abandoned vehicles on public streets, or as defined by the Board. Vehicles with expired license plates, unattended flat tire(s), on jacks, in a state of disrepair, parked in the same spot for 72 hours or more, or those not moved within 24 hours after a snow fall for snow plowing will be considered abandoned.

Section 4.7 Commercial Vehicles and Construction Equipment. Parking of commercial vehicles, work trailers, and construction equipment on common areas is prohibited. No vehicle shall be repaired, serviced, rebuilt, dismantled or painted anywhere within the Common Elements. Commercial vehicles shall include any vehicle which bears any advertising including but not limited to company names and telephone numbers on the exterior of the vehicle and/or obviously visible equipment. A variance may be requested of the Board in writing.

The Board of Directors or the Manager will issue notices of violation and place them on vehicles that are in violation of the parking rules at any time. The notice will indicate the violation and a tow date. If the vehicle is not brought in compliance to correct the stated violation by the tow date, the Board or Manager may cause the vehicle to be towed or booted. Costs of towing shall be assessed to the Owner of the Unit to which the car was associated with and the Unit Owner shall be ultimately responsible for the cost no matter who owns the car.

Owners must advise their tenants, guests, and invitees of the Rules and Regulations concerning parking. Any violations and any fines issued are the responsibility of the Owner and shall be treated as an assessment.

ARTICLE 5 PETS

The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Elements, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of dogs, cats and/or caged birds will not constitute a nuisance.

Owners are permitted to have up to two (2) pets per Unit. Renters are not allowed to have pets.

Temporary visitors of only Owner-occupied Units may bring their personal pets. A temporary pet allowed is one that will stay in a Unit for 3 consecutive days (3 X 24 hours) or less.

All pets shall be kept leashed and under the control of their owner whenever they are outside the unit, and shall not interfere with the rights, comfort or convenience of other residents. Dog owners must clean up after their pets immediately after the animal deposits waste. In winter, urine shall be covered over with fresh snow.

Pets must be vaccinated and kept in accordance with the County Health Department laws and regulations of the place of origin. Contact the Eagle County Animal Control or the Health Department for more information. No animals displaying aggressive behavior shall be permitted on the common areas. If an animal displays aggressive behavior, Animal Control will be called to remove the animal. Contact Eagle County Animal Control at 970-328-3647 to report animals displaying aggressive dog behavior or pet owner neglect with notice to management.

All pet owners, whether Owners, Guests, or temporary visitors, are subject to and must follow the Rules and Regulations of Heather of Vail. Owners are responsible for all damages caused by their own pets or pets of their Tenants and Guests and any temporary visitors to common areas and to the property of others.

ARTICLE 6 TENANTS

Any Owner of a Unit has the right to lease their Unit for 30 days or more. Any lease shall be in writing and provide that the lease is subject to the terms of the Declaration, Bylaws, and these Rules & Regulations. Furthermore, a signed and initialed copy of the current Rules & Regulations shall be attached to and made a part of all leases by way of exhibit or otherwise. Owners shall be responsible for providing the tenants with a copy of the most current Rules and Regulations.

In all cases, Owners are responsible for the behavior of their tenants and Guests. Therefore, any fines imposed for violations to these Rules and Regulations, or any billing for damage to common areas, will be levied against the Unit as an assessment.

ARTICLE 7
COMMON ELEMENTS, LIMITED COMMON ELEMENTS,
AND STORAGE CLOSETS

Section 7.1 Common Elements. All Common Elements shall be kept in a neat and orderly fashion and free of debris. The sidewalks, walkways, stairwells, entrances and all of the Common Elements must not be obstructed or encumbered. No personal property, including skis, snowboards, bicycles, kayaks, strollers, wagons, hammocks, slack lines, motorcycles, dirt bikes, or any other object of a similar nature be left thereon.

Section 7.2 Decks and Balconies – Limited Common Elements. The Owner and Guests shall clean and keep in neat and clean condition the patio, porch, balcony, and/or deck appurtenant to the Owner's Unit, which shall include without limitation, snow removal from the patio, porch, balcony and/or deck (if any). Firewood may only be stored on the decks and balconies, not in the Common Element walkways, stairwells, or otherwise. The use of charcoal grills is specifically prohibited anywhere on Heather of Vail Property. The American flag and political signs are allowed as provided by law.

Section 7.3 Storage on Common Elements. Owners shall be allowed to keep up to four (4) bicycles, a gas or electric grill, firewood and patio furniture in good condition on the patios, balconies, and decks. There shall be no other outdoor storage of any kind in the Common Elements, including the Limited Common Elements, by any Owners or Guests. Personal property, including skis, snowboards, kayaks, strollers, wagons, or any other object of a similar nature shall be stored within the Units.

Section 7.4 Storage Closets. There are 4 storage closets within the Common Elements of the Buildings. One closet is designated for use for Association equipment, including landscaping equipment, or items used by the Property Manager for maintenance. The remaining three closets shall be assigned to three current Board Members for their personal use. In no instance may flammable material and chemicals be stored in the storage closets.

ARTICLE 8
GENERAL

Section 8.1 Owners and tenants are responsible for alerting the Property Manager of any common concerns and damage to property immediately (flooding, electrical problems, leaks, etc.), including any incident that may warrant insurance coverage.

Section 8.2 Damage of Common Elements. Each Owner is fully responsible for any damage to Common Elements caused, directly, by himself or his Guests. The cost of repairing such damage shall be billed to the involved Owner and shall become an obligation just as other Association assessments.

Section 8.3 No Violation of Law. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be a violation of any statute, rule, ordinance,

regulation, permit or other validly imposed requirement of any governmental body which has jurisdiction thereof.

Section 8.4 Insurance. Nothing shall be done or kept in any Unit or in or on the Common Elements or any part thereof which would result in the cancellation of the insurance on the Property or any part thereof or increase the rate of the insurance on the Property or any part thereof over which the Board or Owners, but for such activity, would pay. In the event of any accident or occurrence which commences within a Unit and which causes loss or damage to a Common Element, any deductible amount required to be paid in connection with any loss or damage shall be paid by the Owner of the Unit in which the accident and/or occurrence commenced. All Owners shall have and maintain the insurance required and set forth by the Declaration and provide proof of said insurance to the Board via the Manager as required by the Declaration.

Section 8.5 Insurance Claims. All claims shall be submitted to the Association's insurance by the Board or Manager. Homeowners shall not make direct claims to the Association's insurance company without prior written Board approval. The Board shall have the right to reject any claim that may be deemed to be negligence on the part of the Owner.

ARTICLE 9 DUMPSTER AND REFUSE

All trash shall be deposited only within the dumpster provided. The trash dumpster area must not be blocked. No items shall be placed on or alongside the dumpster and any large items (i.e. furniture) are not permissible. In addition, it is illegal to dispose of hazardous materials in the dumpster areas (oil, tires, batteries, etc.). Such material will be disposed of at the Owner's or Guest's expense (which is ultimately the expense of the Owner). Dumpster must remain closed and secured with the bear-resistant locks provided and cannot be over-filled. Dumpster shall only be utilized for normal domestic activities occurring on the Property and not for the disposal of materials produced off of the Property or in conjunction with remodeling, moving in/out, or a business. Any furniture, broken or abandoned appliances (including but not limited to, refrigerators, dishwashers, water heaters), sofa beds, construction materials, etc. must be disposed of at the Owner's or Guest's expense, and not placed in the trash areas. For special disposal needs, Owners or Guests should make their own arrangements for a pick up at the Owner's or Guest's expense.

ARTICLE 10 NUISANCES / NOISE / SMOKING

10.1 No nuisance shall be allowed upon the Common Elements or within a Unit, nor any use or practice that is the source of annoyance to Owners or Guests or which interferes with the quiet enjoyment, peaceful possession, and proper use of the Property by the Owners or

Guests. This prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions.

10.2 No Owner or Guest shall make or permit any disturbing noises or sounds that will interfere with the rights, comforts or convenience of the other Owners or Guests. The condominium buildings contain limited sound proofing. All Owners, tenants and guests shall respect the rights of neighbors and keep the sound level to a MINIMUM. The volume of stereos, musical instruments and voices shall be reduced at all times and be kept at a sound level which avoids disturbances to others. As a general rule, noise, music, voices and/or entertainment that can be heard outside of a Unit shall be considered too loud, regardless of the hour of day, if anyone complains about the noise level or if the noise level is audible from outside a Unit, building or on a sidewalk. The Manager may use its discretion to determine what are appropriate noise levels.

10.3 Quiet time should be observed by all Unit Owners and Guests between the hours of 10:00 pm in the evening and the following day at 7:00 am.

10.4 Smoking within twenty-five (25) feet of the Buildings, shared entrances, stairs, balconies, patios, operable windows, ventilation systems, and hallways is strictly prohibited.

Owners and occupants are strongly encouraged to first discuss and try to resolve any of these issues with the offending neighbor before involving the Association, Manager and/or police.

ARTICLE 11 ENFORCEMENT OF RULES AND REGULATIONS

Section 11.1 Authority of Board. The Board or the Board's designee such as the Property Manager shall be the authority for enforcing these Rules and Regulations. The Board shall have the authority, after notice and the opportunity for a hearing, to levy fines, charge violators for costs and damages, and place liens on property when fines and other charges go unpaid in accordance with the Policies and Procedures for the Enforcement of Covenants and Other Governing Documents of the Association.

Section 11.2 Complaints. Complaints about violations to these Rules and Regulations shall be reported to the Property Manager or the Board.

Section 11.3 Owners' Responsibilities. Individual Owners will be held responsible for all expenses (Property Manager fees, attorney's fees, liens, etc.) incurred in enforcing these Rules and Regulations.

Section 11.4 Cost of Repair. The Board may, at its discretion, charge Owners for the costs of restoring property where damages were caused due to violations by the Owner or Guest, or when Owner's and/or Guests' negligence has occurred.

Section 11.5 Offenses. Each day of violation shall constitute a separate and distinct violation to these regulations.

Section 11.6 No Conflict. This Article is not meant to conflict with any other Governing Documents of the Association, especially the Policy and Procedure for Enforcement of Covenants and should there be a conflict, the Policy prevails. This Article shall only apply to enforcement of the Rules and Regulations.

I do hereby certify that the foregoing Rules and Regulations for the Heather of Vail Condominiums were duly adopted by action of the Board of Directors on 10-21, 2016.

HEATHER OF VAIL CONDOMINIUM ASSOCIATION, INC.
a Colorado nonprofit corporation.

By: J B Q
_____, President
JASON BASTIEN