

## **RULES AND REGULATIONS**

### **WEST VILLAGE CONDOMINIUM ASSOCIATION**

**September 2012**

Pursuant to the Declaration for West Village Condominiums (“Declaration”), the Executive Board (“Board”) of West Village Condominium Association (“Association”) has adopted the following rules and regulations to govern the use and enjoyment of West Village (the “Project”). The following rules and regulation, except as otherwise expressly state, apply to all Owner and their families, lessees, employees, agents, invitees and guests with respect to the use of the Condominium Units and any other portion of the Project. Defined terms not specifically defined in these Rules and Regulations shall have the meaning attached to such terms in the Declaration.

1. Use. The Project shall be used for residential purposes and for services, activities and recreation in conjunction with such residential use.
2. Minimum Heat. The Owner of each Condominium Unit in the Project shall heat the Unit so as to maintain a minimum temperature in the Unit of not less than 55 degrees Fahrenheit from October 1<sup>st</sup> of each year to May 31<sup>st</sup> of the following year in order 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. The minimum heating requirement must be met even when the Unit is vacant.
3. Lease Requirements. An owner of a Condominium Unit shall have the right to lease his Unit upon such terms and conditions as he may deem advisable, subject to the following. Any lease shall be in writing and shall provide that the lease is subject to the terms of the Declaration, Articles of Incorporation and Bylaws of the Association and these Rules and Regulations. No parking space may be leased to or used by anyone other than an occupant of a Unit. Any failure of a lessee to comply with the terms of the Declaration, Articles of Incorporation, Bylaws of the Association or Rules and Regulations shall be a material default under the lease enforceable by the Association. Each owner shall keep on file at the offices of the Condominium Association (1) a copy of any current lease between the owner and his tenant; (2) the resident information form; and (3) a copy of the current Rules and Regulations signed by the tenant. Each lease shall also require that the tenant secure renter’s insurance and provide proof of the policy acquisition to the owner.

4. Insurance. Nothing shall be done within the Project which might result in an increase in the premiums of insurance obtained for any portion of the Project or which might cause cancellation of such insurance.
  
5. Violation of the Law. Nothing shall be done within the Project which would be a violation of statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body. The Board may adopt a fine structure to enforce these Rules and Regulations, which is subject to change (see attached). Each owner, members, guest or tenant is required to know and abide by the governing documents and Rules and Regulations of the Eagle Ranch Master Association and the Wildlife Mitigation Agreement.
  
6. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Project, except that the owner of a Condominium Unit, but not a tenant, guest, employee, licensee or invitee of such owner, may keep no more than a total of two dogs, cats or other household pets, provided that such owner shall keep his pet on a leash when outside of his Condominium Unit. Pet owners shall pick up and dispose of waste created by their pet immediately. The Association, the manager, or any owner may summon any appropriate authority, to enter the Common Elements, to remove any pet running free in the Common Elements. No pets shall be tethered to any portion of the Common Elements, including, but not limited to, any building, or any tree. No pet may be left on any balcony or patio while the owner or caretaker is not present in the unit. In addition, any pet, which, in the opinion of either the manager or the Board, causes a repeated disturbance or violation of any governmental statute or ordinance shall be reported to the appropriate authority upon 24 hours' written notice to the pet's owner. **NO TENANT OR GUEST OF AN OWNER MAY KEEP A PET WITHIN THE PROJECT. HOWEVER, AN OWNER MAY APPLY FOR A VARIANCE TO THIS RULE PRIOR TO LEASING THEIR UNIT TO A TENANT WHO HAS ONE PET. SEE ATTACHED VARIANCE POLICY.** Non-refundable tenant – pet fees shall apply; owners who fail to follow the policy and procedures set forth by the Association will also be subject to fines.
  
7. Trash and Unsightly Uses. The Association provides outside garbage containers. The containers are located adjacent to the parking areas. All garbage shall be placed in sealed plastic bags and disposed of in the garbage containers provided. There is to be no trash or storage of any kind on stairways or any other Common Elements.
  
8. Patios and Balconies. No person subject to these Rules shall store, display any items or materials other than outdoor furniture incidental home décor, and seasonal holiday decorations (for up to three weeks before and after the holiday) on any patio or balcony of any Unit, and patios and balconies shall not be used for drying or hanging garments or

cleaning of rugs. All items displayed on the deck or balcony must be in color, size, style and design appropriate to the character of the structure, neighborhood and surrounding environment, and kept clean and in good repair.

No additional lighting should be installed on any patio or balcony except seasonal holiday decorations (for up to three weeks before and after the holiday) without the written permission of the Association.

Only gas barbecue grills may be used on any patio or balcony appurtenant to a Unit. CHARCOAL GRILLS AND OTHER SOLID FUEL GRILLS OR SMOKERS ARE EXPRESSLY PROHIBITED.

9. Parking Areas. The Project is designed to provide each Condominium Unit with two (2) parking spaces. Currently, the Association has determined that parking spaces shall not be assigned to the Units, but the Executive Board reserve the right to assign parking in the future. Notwithstanding that parking spaces are unassigned; however, no owner or his guest, tenants, or invitees may park more than two (2) permitted vehicles on the Project parking areas at any time. Parking spaces may be used only by occupants of the Units.

The Association may institute a system of parking regulation (including stickers or passes) to enforce this regulation.

Motorcycles shall be counted as vehicles.

No commercial type of vehicle, no truck larger than  $\frac{3}{4}$  ton capacity and no recreational vehicles shall be stored or parked within the Project. A recreational vehicle shall include, for the purposes of these Rules and Regulations, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type.

Any vehicle parking in an area not designated for such a vehicle or not registered with the Association may be towed at the vehicle owner's expense at the option of the Association. Parking spaces shall be used only for the resident's permitted vehicles and not for any other storage purposes.

All resident's vehicles must have current license plates and registration, and be used regularly by the resident.

**During the Winter Months, vehicles must be moved every 24 hours to accommodate snow plowing.** No vehicle shall be parked at any time in a manner that will prevent proper snow removal from the property. The owner of the vehicle, once notified to temporarily move such vehicle, must do so within two hours of such notice or the Association shall have the right to move such vehicle or vehicles at the vehicle owner's expense.

Vehicles parked in non-designated spaces, fire lanes, handicap spaces, or no parking zones without prior authorization are subject to towing at the vehicles owner's expense without warning.

No automotive maintenance shall be performed in any portion of the Project.

10. Antennas. Without prior written approval of the Association, no exterior television, satellite dish or any other antenna of any sort shall be place, allowed or maintained upon any portion of the Common Elements. Any fixture permitted to be attached to the exterior of the Building by an Owner shall be painted to match the exterior color of the Building.

11. Key and Locks. Each owner shall at all times provide the Association or Manager with keys to his Unit. If the lock is changed, the owner of the Unit shall forthwith provide the Association with the key thereto. Any owner failing to abide by the provision of this paragraph shall, in the event of an emergency or otherwise, be liable for damage resulting directly or indirectly from the failure by the Association or Manager to obtain entrance to that owner's Unit. In addition, if any owner fails to provide a key as provided here, the Association shall not be liable for any damage suffered to a Unit in the event the Association deems it necessary in its sole discretion to enter the Unit by force.

12. Children. Children shall be supervised by an adult when in the General Common Elements.

13. Exterior Decoration. No person subject to these rules shall hang from, drop from or affix to any window, door or General Common Element any items without the prior written approval of the Association, except that one (1) door mat may be placed in front of the entry door to a Unit; decorative wreaths or other decoration may be placed on the door; and seasonal holiday decorations may be placed on or around the front entry door for up to three (3) weeks before and after the holiday as long as the door mat and other decorations are in color, size, style and design appropriate to the character of the structure, neighborhood and surrounding environment, and kept clean and in good repair.

14. Signage. No sign, advertisement or other lettering shall be exhibited, inscribed, painted or affixed by an owner or other person on any part of the outside or inside of the Common Elements of the Project, nor shall any advertisement, announcements, or solicitation of any kind be distributed or passed out in any part of the Project, without the prior written consent of the Executive Board, except that political signs are allowed with the following restrictions: one more than one (1) sign per race or ballot issue, may be placed only in the unit owner's window no sooner than forty five (45) days prior to the day of the election and for up to seven (7) days after the election day. A political sign is a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

15. Flags. No flags may be hung or displayed on any unit, building or Common Element except as follows: American flags may be displayed on the unit owner's patio or balcony or in a unit owner's window in accordance with federal Flag Code, 4 U.S.C. 4 – 10, not to exceed 3 feet by 6 feet in size, and if displayed on a patio or balcony, mounted with standard wall mounting hardware. Service flags with a star denoting the service of the unit owner or the unit owner's immediate family in active or reserve military service during a time of war or armed conflict may be displayed on the inside of a window or door of the unit owner not to exceed 2 feet by 4 feet in size.

16. Maintenance of the General Common Elements. Any person subject to these rules who observes a condition with the General Common Elements which require Association maintenance should report that condition to the Association manager during office hours. Any condition which requires emergency attention should be reported immediately to the Association manager. The Executive Board and the Association's Manager are the only persons authorized to give orders or directions to employees or contractors on site or on Association grounds and other Common Elements.

17. Personal Property. Any personal property which is left within the General Common Elements may be presumed abandoned and will be disposed of by the association at no liability to the Association.

18. Floor Loads. Unit owners shall not place a load on any floor exceeding the floor load per square foot area which the floor was designed to carry and which is allowed by law or which may, in the reasonable opinion of the Executive Board constitute a hazard to or may damage the Building.

19. Additional Rules. Pursuant to the Declaration, the Board may promulgate such additional rules and regulations from time to time as the Board may deem necessary for the safety, care, cleanliness and maintenance of the Project.

20. Due Dates for Annual Assessment Payments. Annual Assessments which are to be paid in installments, shall be paid monthly in advance and shall be due and payable to the Association at its office or as the Executive Board may otherwise direct in any Management Agreement, with notice, (except with Notices required by Article 8 of the Declaration), on the first day of each month. If any such installment shall not be paid within 15 days after it shall become due and payable, a late charge will be assessed on the installment.

21. Policies and Procedures for Delinquency or Non-Payment of Association Assessments. A late charge of 10% will be assessed on any monthly installment of annual assessments not paid by the 15<sup>th</sup> of the month as evidence by the postmark on the remittance envelope. Any account that is three (3) months past due will be sent a Demand Letter from the Association

demanding payment to avoid further action. Any account that is four (4) months past due will be sent a Notice of Intent to Record Lien from the Association if payment is not received IN FULL in 14 days. Any and all legal and management fees associated with Notice of Intent to Lien and related collections procedures will be charged to the owner's account. If after account is served with Notice of Intent to Record Lien and payment is not received in 14, days, a Lien Notice against the property will be recorded with the Eagle County Recorder's office. The amount of lien will include outstanding balance as of lien date, together with assessments, fees, and/or charges accruing on the account until payment is received in full. After Lien Notice has been recorded against the property, the Board of Directors may at its discretion exercise any additional collections action against the owner or property as set forth in Declaration, Article 8, Sections 8.10 and 8.11.

22. Fines. Fourteen days after written notice to an owner of their continuing, willful and negligent disregard for any of the above Rules and Regulations, the Executive Board or Managing Agent shall have the right to fine the owner according to fine schedule below, plus the costs of actual damages, plus any other fines specifically addressed herein.

In all cases, owners are responsible for the behavior of their tenants, guests and invitees. It is also the responsibility of each owner to enforce these Rules and Regulations with their tenants and invitees. 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.

An Owner may request a hearing with the Executive Board in accordance with the following terms and conditions. Within 5 days of receiving the notice of fine, the owner may file a written request with McNeill Property Management at 970-477-1147 (fax) or mailing to 2077 N. Frontage Rd., Suite D, Vail CO 81657. The Executive Board will review the request and respond within 45 days in writing to schedule a hearing to render a decision.

**FINE SCHEDULE:**

**1<sup>st</sup> Infraction:** Written notice of violation with 48 hours to comply.

**2<sup>nd</sup> Infraction:** \$50 fine.

**3<sup>rd</sup> Infraction:** \$100 fine.

**4<sup>th</sup> Infraction:** \$250 fine.