

# RULES AND REGULATIONS OF COLUMBINE NORTH CONDOMINIUM ASSOCIATION

## I. INTRODUCTION

Pursuant to certain authority granted in the governing documents for the Condominium, the Board of Directors of the Association (hereafter the "Board of Directors") may pass rules and regulations governing the Condominium and the operation and use of the Common Elements. These Rules and Regulations have been adopted to protect the investment of the Unit Owners, and to assure their reasonable right to quiet enjoyment of their Units, and to enhance the value of the Condominiums.

## II. GENERAL

### A. Use of Units and Common Elements

1. Primary Residence; Leasing. Units shall be occupied and used by their respective Owners only as private dwellings and for no other purpose whatsoever. All Leases or tenancies must be in compliance with the governing documents of the Association and these Rules and Regulations and must be for a term of not less than 6 months. No portion of a unit or the entire unit may be rented for hotel or transient purposes. Owners who lease their property must provide their lessee(s) with a copy of these rules and regulations and obtain from their lessee(s) a written agreement to abide by the same, with specific reference to the rules, and submit a copy of such agreement, with the lease, to the Managing Agent within ten (10) days of signing. Nothing in these Rules and Regulations nor the Declaration and Bylaws of the Condominium shall be construed to release the Owner of a Unit from primary liability for any infraction(s) of the Association's governing documents committed by any owner, lessee, occupant, family member, friend, servant, agent, guest or invitee of that Unit Owner. If the Managing Agent or Board of Directors must address rules infractions with non-owner occupant(s) directly, the Owner will be assessed a fine in accordance with Exhibit A in addition to the penalty assessed upon the underlying infraction. The Managing Agent or Board of Directors shall refrain from imposing such fines for occupant enforcement for a period of not less than 48 hours following delivery of notice to the Owner(s).

a. Common areas such as sidewalks, driveways, entrances and passageways shall not be obstructed or used by any unit owner for any other purpose than ingress and egress from the units.

b. Except as to the areas termed limited common elements, no articles shall be placed on or in any of the common elements except for those articles of personal property which are the common property of all of the unit owners.

c. The balconies, if any, terraces, decks or patios shall be used only for the purposes intended and shall not be used for hanging garments or other articles or for cleaning rugs, household articles or other items.

d. The Association assumes no liability for nor shall it be liable for any loss of or damage to articles left or stored in any common area, limited or general.

e. Any damage to the general common elements or common personal property caused by an Owner, Occupant or Guest of an Owner shall be repaired at the expense of that Unit Owner.

2. Maximum Number of Unit Occupants. No more than two individuals per bedroom shall be allowed to occupy any of the Units contained in the Condominium Project.

a. Occupants. Any Owner (or owner of a percentage), lessee, tenant, family member, friend, servant, agent, guest or invitee staying overnight in the Unit shall be deemed an Occupant of the Unit.

b. Use of Unit Garage Spaces. Occupancy of the areas originally designed to be garage spaces of the Units for purposes of dwelling, visiting, or maintenance of a shed, shop, or other work area is strictly prohibited. Unless garage spaces are permanently converted to living space (in accordance with all applicable municipal codes and ordinances and with the express written authorization of the Association), use of garage spaces shall be restricted to automobile parking, storage, and maintenance.

c. Occupant Obligations. All Occupants shall be bound to observe the Association Declaration, Bylaws, Rules and Regulations to the same extent as Unit Owners, and any infraction committed by any Occupant of a Unit shall be chargeable to the Owner of that Unit to the same extent as if the Owner had committed the infraction.

3. Hazardous Activities or Materials. No Owner shall install or operate any machinery or equipment except household appliances in the Unit, nor shall any inflammables, combustibles, fireworks or explosives be brought in or used on the Condominium. No Owner shall permit or keep anything in the Unit which would increase the rate of fire or other insurance thereon, or on the Condominium as a whole.

4. Restrictions on Animals and Pets.

a. Enforcement of Local Ordinances. The Association gives its express approval to the animal enforcement officer and other authorized personnel of the Town of Vail and Eagle County, Colorado, to enforce municipal ordinances, rules and regulations related to any activity taking place on the Condominium.

b. General Rules, Regulations, and Policies. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry, rodents or reptiles of any kind is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g. dogs, cats or caged birds) (not to exceed two per Unit) is permitted subject to these Rules and Regulations; provided, however, that the Owner may be asked to obtain written permission of the Board of Directors for each domestic pet, which permission may be withheld



within the reasonable discretion of the Board of Directors for any reason; and further provided that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Project upon thirty (30) days written notice from the Board of Directors.

c. Specific Rules, Regulations and Policies.

( i ) Pets shall not be permitted upon the common elements unless accompanied by an adult and unless carried, leashed, or subject to immediate voice command.

( ii ) Any unit owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold the Association and each unit owner free and harmless from any loss, claim or liability of any kind of or character whatever arising by reason of keeping or maintaining such pet.

( iii ) The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Association resulting from the presence of such pets.

( iv ) No pet or animal shall be leashed to any stationary object on the common elements for longer than a reasonable amount of time not to exceed two hours.

( v ) Pet owners are responsible for any property damage, injury and disturbance their pet may cause or inflict.

( vi ) Every female dog while in heat shall be kept confined in a building or secure enclosure by its owner in such a manner that she will not be in contact with another dog (except for intentional non-commercial breeding purposes) nor create a nuisance by attracting other animals.

( vii ) No dog shall be permitted to bark, howl or make other loud noises for such a time as disturbs neighbors' rest or peaceful enjoyment of their unit or the common elements.

( viii ) Owners are responsible for the removal of waste of their animal from the common elements. Upon any complex occupant seeing a dog use the premises as a bathroom, if the matter is not cleaned up by the responsible "owner" within 20 minutes, a fine for each offense in accordance with attached Exhibit A will be made to the unit owner of the offending dog. To report an offense, a complex Owner or Occupant should obtain form from manager, or notify manager of dog description, date, time, location and Unit Number

d. Enforcement. Any owner, resident or managing personnel, observing an infraction of any of these rules, regulations or policies shall discuss the infraction in a neighborly fashion with the pet owner in an effort to secure voluntary compliance. If the complaint is not satisfied voluntarily, an owner or resident shall write to the Condominium Manager and the Board of Directors relating the incident or incidents and the efforts made to secure voluntary compliance.

-5. Parking.

a. Vehicle Parking. All vehicles parked in the Condominium Project shall be registered with the Association, either as an Owner/Occupant vehicle or an overnight guest vehicle. Registration renewal shall take place annually at the second quarter annual members' meeting, and any change of vehicles in the interim shall be reported to the Association.

(i) No vehicle belonging to or under the control of a unit Owner or Occupant, or a member of the family or a guest, tenant, lessee or employee of a unit owner shall be parked in such a manner as to impede or prevent ready access to any part of the Condominium. Vehicles shall be parked within designated parking areas only. All traffic flow markings and signs regulating traffic on the premises shall be strictly observed. Any traffic or parking violation shall result in a fine imposed by the Association in accordance with Exhibit A.

(ii) A fine will be assessed in accordance with attached Exhibit A by the Association on any individual driving a motorized vehicle in violation of these rules and regulations.

(iii) Campers, trailers, and recreational vehicles are not allowed to park in the Condominium Project.

(iv) No parking shall be allowed between A Building and B Building, as commonly known and shown on the Plat of the Association.

b. Extra Vehicles. Any Unit that will have an extra vehicle and wishes to have a designated space marked by signage may submit an application to the Board, in accordance with attached Exhibit A, to be assigned that privilege. The Association's extra-space policy is further explained and detailed in attached Exhibit B, and in the minutes of the December 1998 General Meeting of the Condominium Association.

c. Charges for Extra Vehicles. Any vehicles parked more than 10 days in either parking lot will be assessed a fine in accordance with attached Exhibit A. Any unit with an extra vehicle on a regular basis must park that vehicle in the east lot secondary to limited guest or extra spaces in the west lot.

6. Use of Water. Water shall not be kept running for any unreasonable or unnecessary length of time in a unit.



7. Immoral, Improper, Offensive and Unlawful Acts. Owners, their families and guests shall not use the premises for any immoral, improper, offensive or unlawful acts, and each unit owner, at his own expense, shall comply with, perform and fully satisfy all city, state and federal laws, statutes, ordinances, regulations, orders or requirements affecting the unit. Furthermore, if any such person is engaged in any unlawful act, or breach of any of the Condominium Association's governing laws, the presiding officer of the Association or the Condominium Manager of the Condominium Project (herein referred to as the Condominium Manager) is authorized to invite law enforcement officials to enforce any violation or breach of the foregoing.

a. Noise and other Disturbances. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or occupants of other units, and the same shall not be played or permitted to be played between the hours of 11:30 p.m. and 8:00 am of the following day.

b. Disposal of Garbage. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash and garbage facilities.

**B. Actions of Owners, Owners' Family Members, Friends, Invitees or Servants**

1. Unauthorized Repairs, Replacements, Modifications, or Additions. No owner shall in any manner interfere with, repair, replace, modify, or add to any portion of the heating, lighting, telephone, plumbing apparatus or electrical circuitry in or about the Condominium Project nor in or about the building containing the same, nor in any way modify the exterior appearance of any Unit or any building without the express written approval of the Architectural Control Board, if any, or the Board of Directors, except that emergency repairs of essential services to the owner's unit may be made by a qualified or, where required by law, a licensed craftsman when under the circumstances obtaining such advance approval would be impracticable. Furthermore, each unit owner shall perform all such repairs within his own unit which, if omitted, would affect any common elements, any portion of the property belonging to other owners, or the Condominium as a whole.

a. Exterior Wiring. No Owner or Occupant shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines or air conditioning units be installed on the exterior of the Condominium, including any part of the balcony, or that protrude through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association.

b. Screen Doors. Screen doors must be of aluminum metallic color only to be installed and maintained at owners' expense.

2. Garage Areas. The area in front of each Unit's garage doors is the responsibility of the Unit owner. This must be maintained by the unit Owner. Snow or ice build up must not impede the closure of the garage door. In addition, heat must be left on in garages to ensure that pipes do not freeze. If garage door does not close or heat is not on and pipes freeze, the Unit Owner is responsible for any and all expenses for damage to any Unit affected.

3. Passkeys. The Managing Agent or, if there is no Managing Agent, then the Board of Directors, shall retain a passkey to each unit. If no such key is provided, a fine will be assessed per Exhibit A.

4. Wood-burning Stoves.

a. Cleaning. All units with wood-burning stoves or pellet stoves must have chimneys cleaned every other year. Unit owners must show written documentation of same or the Association Manager may arrange for cleaning at Owner's expense.

(i) All Units shall have chimneys cleaned every other year unless the fireplace has not been used and this fact documented by inspection of chimney sweep. If Owner does not arrange for biannual cleaning, the Association may arrange for cleaning at Owner's expense.

b. Insurance. Units with wood-burning stoves will be charged the difference of increase of insurance rates applicable to this issue.

c. Chopping Wood. Chopping wood on decks is not allowed. Any party so doing will be issued a warning for a first offense. Subsequent offenses will be assessed with a fine in accordance with attached Exhibit A.

d. Grills and Barbecues. No wood or charcoal burning grill shall be allowed to operate within, nor shall they be stored upon the balconies or common areas of the Condominium project. Units within the Association may keep and operate gas-powered barbecues on their balconies.

#### **C. Assessment and Fine Collection.**

1. Fine Collection. Board shall collect all assessments and fines, or shall authorize the Managing Agent to do so, and Board shall notice occupants and owners, fines for non-payment in accordance with Exhibit A.

a. Fine Assessment. A fine will be assessed each month in accordance with attached Exhibit A and will be levied for late payment of maintenance fees. After 3 months a lien will be filed against the offending homeowner.



b. Equity Position. Each Unit shall maintain an equity account with the Association in the amount of \$1,000.00. The amount shall be collected from any new Owner, and upon deposit of the appropriate funds with the Association, the departing Owner's funds shall be returned. In the event that any equity account is not properly maintained, the Board may assess fines and penalties in accordance with the attached Exhibit A.

c. Waiving Charges. The Association shall not waive finance charges owed by Board Members due late payments.

### III. GENERAL TERMS.

A. Merger. These Rules and Regulations the Exhibits and Association documents related hereto set forth the entire agreement of the Board of Directors with respect to the subject matter hereof and may not be amended or modified except in writing subscribed to by all of such parties.

B. Governing Law. These Rules and Regulations are entered into in the county of Eagle, state of Colorado, it will be performed in part within the county of Eagle, Colorado, and it will be governed in all respects by the laws of Colorado. In the event of any dispute arising under the terms of these Rules and Regulations, the Association and the Board of Directors specifically agree that jurisdiction and venue shall lie in the County of Eagle, Colorado.

C. Modification or Severance. In the event that any provision of these Rules and Regulations is found by any court or other authority of competent jurisdiction to be illegal or unenforceable, such provision will be severed or modified to the extent necessary to render it enforceable, and as so severed or modified, the Rules and Regulations will continue in full force and effect.

**Exhibit A**  
**FINES AND PENALTY ASSESSMENT SCHEDULE**

PARKING FEES

Designated parking fees, per month, per vehicle	\$50.00*
Registered Vehicle parked for 10 days in either lot	\$50.00*
Parking or Driving violations, per offense	\$25.00*

PET RELATED FINES

Failure to pick up after pet	\$25.00*
Any pet infraction, including pet(s) not registered but being kept in units, per infraction or per animal, per day	\$25.00*

MISUSE OF COMMON AREA FEES

Failure to properly dispose of garbage, cigarette butts, or waste	\$100.00 per hour cleanup --minimum one hour --plus any additional fees imposed by waste disposal company
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Improper use of balconies, patios, or similar common areas for storage or cleaning purposes	\$100.00 per hour cleanup --minimum one hour; or \$25.00 per offense
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Wood chopping on balconies	\$50.00 per offense
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Nuisance noise violation

~~\$25.00 per offense~~

1st offense \$100  
2nd offense \$250  
3rd " \$500  
4th - \$1000.

Failure to provide Passkey

\$50.00 per month

GENERAL INFRACTIONS

\$25.00 per month

LATE FEES FOR ASSESSMENTS

Late payment of regular assessments (following thirty day grace period)	1.5% per month compounded monthly
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\*Assessments of extra vehicle parking and dog violations will be earmarked for special improvement projects, such as landscaping, or improvements to parking areas.

\* See supplement exhibit A



# FIRST SUPPLEMENT TO CONDOMINIUM RULES AND REGULATIONS

## FOR COLUMBINE NORTH CONDOMINIUM ASSOCIATION

WHEREAS, a duly constituted special meeting of the Board of Directors of Columbine North Condominium Association (the "Association") was held on July 24<sup>th</sup>, 2004 at 9:00 ~~am~~pm at Unit E2 of the Association pursuant to the Articles of Incorporation, the Bylaws and the Declaration of the Association, and

WHEREAS, the Board is responsible to make the Rules and Regulations, together with the right to amend the Rules and Regulations in accordance with the By-laws of Columbine North Association at Article IV(2)(b), and

WHEREAS, the Board of Directors of the Association is responsible to pass rules and regulations for the stated purpose of assuring quiet enjoyment of the Units, and

WHEREAS, notice of the meeting and its agenda was properly mailed to each of the members of the Board by Shari Rodeen, in the position of Property Manager of the Association within the appropriate time period, by first class mail, postage prepaid, and

WHEREAS, a proper quorum in accordance with our Article IV, Section 11, was obtained by the presence of certain members in person, and other members by proxy, and

WHEREAS, a motion was made by Paul Weyman seconded by John Heisdorf, and voted upon by the Board members attending said meeting, and

WHEREAS, said motion was passed by the Board voting upon the issue,

NOW THEREFORE, in accordance with Article IV(2)(b) of the By-laws of the Columbine North Condominium Association, the Board does hereby publish and declare the following amendments to the Rules and Regulations of the Columbine North Condominium Association.

## RULES AND REGULATIONS

### II. General

#### A. Use of Units and Common Elements

##### 7. Immoral, Improper, Offensive and Unlawful Acts

a.. Noise and other Disturbances is amended by addition to the end of the existing paragraph as follows:

Owners and occupants shall exercise affirmative care to insure the absence of loud, disturbing, or objectionable noises between the hours of 11:00 p.m. and 8:00 a.m., and shall refrain from conducting parties or gatherings of more than a few people during these hours or shall otherwise insure that any noise or other disturbance is not

disturbance is not allowed to emanate from the Unit by keeping guests from loitering on balconies, in doorways or hallways, or in other areas which may create a disturbance to other units. During these hours, owners and occupants shall insure that they and their guests enter and leave the Condominiums and adjacent areas with minimum of disturbance, including the parking of vehicles. Owners shall further be required to include, in any lease or agreement to rent the Unit, specific language stating that Owner has advised Occupant of noise restrictions and fine schedule pertaining thereto, that Occupant must abide by the Bylaws and Rules/Regulations of the Condominiums, and that Owner may evict Occupant for the failure to comply with any term and condition contained therein including noise violations and non-payment of fines and penalties arising therefrom.

### **C. Assessment and Fine Collection.**

#### **1. Fine Collection.**

*a. Fine Assessment is amended by adding a phrase and a sentence as follows to the end of the first sentence in the existing paragraph which will read:*

A fine will be assessed each month in accordance with attached Exhibit A and will be levied for late payment of maintenance **fees or other fees or fines for infractions, which may be escalated upon continuing violations as set forth in attached Exhibit A. The levy may be placed and recorded as a lien against the property if unpaid by the Owner for a period of thirty (30) days after written notice.**

#### **Exhibit A**

**FINES AND PENALTY ASSESSMENT SCHEDULE** is amended under MISUSE OF COMMON AREA FEES as follows:

Nuisance Noise Violation	First Offense	\$100
	Second Offense	\$250
	Third Offense	\$500
	Fourth Offense	\$1000

ALL OTHER provisions of the Rules and Regulations shall remain in full force and effect, and are hereby renewed and re-adopted by the Association.

The undersigned President of this Association does hereby certify that the above and foregoing Amended Rules and Regulations were duly adopted by the Directors of the Association on July 21, 2004.

  
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President



Exhibit B  
**Columbine North Condominium Association**  
**Parking Policy**

In an effort to control parking problems, the following policies have been adopted and are in effect:

1. Each Condominium in the complex has two (2) designated spaces either assigned outside or in unit garage
  - a. All units with garage have their two spaces in their garage
  - b. All units without garages have two assigned spaces outside
  - c. Units A3, A4 and D3 are assigned one outside space plus one space in their garage
2. No parking is allowed in access driveways, on the lawns, in front of garages, in front of dumpsters or in marked tow-away zones. The area along the fence between A & B buildings as well as the east driveway are fire lanes and parking is not allowed in these areas.
3. The fence between A & B buildings will be taken down during the winter to accommodate snow storage. Occupants may not park cars in this area as it is reserved for snow removal purposes as well as being a fire lane.
4. Guest must utilize spaces designated for guest parking. The association will maintain a minimum of six (6) guest parking spaces. The spaces are for guests and not for tenant or resident parking.
5. When having more than a few guests over during peak occupancy periods (specifically the ski season months and July & August), occupants must notify the Property Manager in order to help with parking accommodations.
6. No storing of vehicles or campers will be permitted. All vehicles must be capable of moving under their own power and must be moved every 24 hours during the winter to accommodate snow removal.
7. All occupant vehicles must be registered with the Property Manager. A Columbine North parking sticker or sign must be displayed on or in the vehicle. This sign or sticker will be provided by the Property Manager upon receipt of a completed parking registration form.
8. A limited number of spaces will be made available by the Association for occupants to use as augmented assigned parking. Each space will be assigned on a year to year basis with parking assignments renewed annually for a November 1 effective date. Owners will be sent an application for an augmented assigned space(s) at least thirty (30) days prior to the deadline for application. Owners wishing to obtain an additional space must fill out an application. The application must be returned with a check for the full assignment charge to the Property Manager by the specified deadline. If spaces are available for all of the complete applications received by the return deadline, then the spaces will be assigned to the Units submitting applications, and each assigned space will be marked with an appropriate Unit number. Those desiring more than one (1) space will only be considered on a space available basis. Once purchased, there are no refunds or pro-ration of augmented space

charges. However, those with augmented spaces may coordinate the transfer of the space with Property Manager approval.

9. In the event that more applications for spaces are received by the deadline than are available, the spaces will be assigned by a second application and "blind bid" system. Each applicant will be notified by certified mail of the total number of applications for the augmented assigned spaces and the deadline for submission of a second application for available spaces. Each second application submitted must be accompanied by a check for the total amount the applicant is willing to pay for the space for the coming year. Spaces will be allotted to the applicants on the basis of descending order of bids. (The applicant submitting the highest fee will get the first available space, the second-highest fee will get the second available space, and so on.) All applicants will be promptly notified by mail of the assignees of the available spaces, and the charges paid for the spaces. Checks for the augmented assignment fees will be deposited as soon as is practicable after the notification letters have been mailed.
10. Cars parked, including visitor cars, which do not display an appropriate parking sticker or guest placard, may be ticketed, towed or booted at the owner's expense. The Board strongly advises obtaining a guest placard for your guest in advance. A guest placard will not be valid for a period of more than two weeks.
11. Fees for vehicular infractions will be assessed and billed with regular quarterly fees, with the exception of the application fees for augmented assigned parking, which are payable in accordance with the provisions of Section 8 and 9 of this Exhibit B.
12. Any unregistered vehicle not displaying the appropriate guest placard in any guest space will be ticketed and the property owner will be assessed a \$50 fine.