

THE RESERVE ON THE EAGLE RIVER CONDOMINIUM ASSOCIATION

AMENDED AND RESTATED RULES AND REGULATIONS

WHEREAS, the Association is governed by the Colorado Common Interest Ownership Act codified at C.R.S. 38-33.3-101 et seq. (the “*Act*”) and it’s “*Governing Documents*” which are comprised of the following:

- A. Amended and Restated Declaration;
- B. Plat Maps;
- C. Articles of Incorporation;
- D. Bylaws;
- E. Rules and Regulations;
- F. Responsible Governance Policies required under the Act at C.R.S. 38-33.3-209.5 (“*RGP*”) which are comprised of the following:
 - 1. Conflict of Interest Policy;
 - 2. Assessment Collection Policy and Procedure;
 - 3. Record Keeping Policy;
 - 4. Conduct of Meetings Policy;
 - 5. Reserve Investment Policy;
 - 6. Policy for Adoption and Amendment of Rules and Regulations;
 - 7. Policy for Enforcement of Covenants and Rules;
 - 8. Policy for Dispute Resolution;
 - 9. Reserve Study Policy.

WHEREAS, the Declaration for The Reserve on the Eagle River Condominium Association (“The Reserve” or “Association”) at Article III §3 and the Bylaws for the Association at Article III §13 provides authority for the Association to adopt Rules and Regulations. The following are the Rules, Regulations and Policies adopted to date by the Association:

- 1. Revised Rules 2013;
- 2. Pool Rules adopted July 21, 2014;
- 3. Clubhouse Rules adopted October 21, 2014;
- 4. Supplement to Rules related to Smoking in Common Areas adopted May 20, 2013;
- 5. Supplement to Rules related to Parking adopted in 2016

The Rules enumerated in Sections 1-5 above are collectively referred to herein as the Previous Rules

WHEREAS, these Amended and Restated Rules and Regulations (“**Rules**”) shall Amend and Restate in their entirety the Previous Rules.

WHEREAS, only the Previous Rules are amended and restated in total by these Rules. The RGP are not amended hereby and remain in full force and effect to be applied and interpreted to organically work in cooperation and conjunction with these Rules, the Association Governing Documents and CCIOA.

WHEREAS, The Association adopts these Rules. The Governing Documents are to be read and interpreted as a whole but in the event of a conflict between any of the Governing Documents, the following governs in terms of highest to lowest priority:

- a. Declaration and Maps;
- b. Articles;
- c. Bylaws;
- d. RGPs;
- e. Rules.

NOW, THEREFORE, all requirements of the Governing Documents in relation to adoption of these Amended and Restated Rules and Regulations having been met, the Association’s Executive Board hereby adopts these Rules effective as of _____, 2018 (“Effective Date”). As of the Effective Date the Previous Rules shall have no further force and effect. The Previous Rules do NOT include the RGP which remain in full force and effect.

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**NOTICE OF RESPONSIBLE GOVERNANCE POLICIES INCLUSIVE OF
ENFORCEMENT POLICY WITH FINE STRUCTURE AND PROVISIONS**

**PLEASE TAKE NOTE THAT THE ENFORCEMENT OF THESE RULES
SHALL OCCUR PER THE ENFORCEMENT POLICY AND THE FINE
STRUCTURE SET FORTH THEREIN**

The Reserve has, in addition to these Rules, adopted 9 Responsible Governance Policies as required by the Act at C.R.S. § 38-33.3-209.5. The 9 Responsible Governance Policies are as follows –

1. ADR Policy;
2. Collection Policy;
3. Conflict of Interest Policy;
4. Amended Records Policy;
5. Enforcement Policy;
6. Conduct of Meetings Policy;
7. Reserve Policy;
8. Adoption and Amendment of Rules and Policies Policy;
9. Reserve Study Policy.

**Article I.
USE RESTRICTIONS**

1.0 Cooking. Cooking by any means is strictly prohibited at The Reserve except within a Unit and on a Unit’s own balcony/patio/deck (at the occupant’s sole risk) via a gas grill only. **Charcoal grills are strictly prohibited.** Cooking shall only be allowed on the balcony/patio/deck of a Unit only via a properly maintained and functioning gas grill, except for an event approved in advance by the Executive Board for an Association function. See also Section 1.10 regarding Decks below.

1.1 Sidewalks and Driveways. The Reserve’s sidewalks, driveways, entrances and parking areas must not be obstructed, encumbered or used for any purpose other than ingress and egress and for the parking as applied to the parking areas per the Governing Documents.

1.2 Exterior Protrusion. A Unit shall not have items protruding, attached to, or hung from the exterior of a Unit including, without limitation, awnings, air conditioners, clotheslines, radio or television antennas, radio speakers or satellite dishes (no larger than 18” diameter) unless expressly approved in **advance** by the Executive Board. An application to install any such protrusion or device can be obtained from the Managing Agent pursuant to the design review guidelines herein and the Governing Documents. Any approved protrusion or device shall be removed by the Owner upon the same no longer functioning or the sale of the Unit.

1.3 Residential Use of Units. All Units shall be used and occupied solely for residential purposes and such other purposes as are incidental to residential use and occupancy. All Units are subject to those restrictions found in Article IV of the Declaration.

1.4 Obstruction of Access Ways. There shall be no obstruction of access to the Common Elements or public access portions of The Reserve. Sidewalks, driveways and roads shall not be used for any purpose other than ingress to and egress from the Units. Personal items shall not be left in said areas.

1.5 Association's Agents. In the event Association retains a Managing Agent to manage the Association, no Owner or Guest is authorized to nor will seek to direct, order or supervise any employee or agent of the Association.

1.6 Hot Tubs. Exterior hot tubs are prohibited.

1.7 Sporting Equipment. Sporting equipment such as soccer balls, goals or nets, basketball hoops and targets shall only be permitted when in use and under no circumstances shall any sporting equipment or devices be left outside overnight or be permanently affixed to a Unit. No sporting equipment can be stored upon a Deck except as may be permitted pursuant of Section 4.03 of the Declaration

1.8 Wood Burning Fireplaces & Fire Pits. Wood-burning stoves and wood fire pits are prohibited. All fireplaces shall have operable fire screens and glass doors.

1.9 Use of a Deck/Patio. Each Owner shall have the right to place upon the Deck of such Owner's Unit the following items: outdoor patio furniture, gas grills (charcoal grills are prohibited), gas fire pits (any wood or other fuel based fire pit or fire related apparatus is strictly prohibited), plants and flower boxes, firewood in a metal firewood storage rack. No Owner shall be entitled to: (a) install a hot tub on any portion of an Owner's Unit; (b) use the Deck for the purpose of drying or cleaning any items of personal property; (c) decorate, remodel, expand or adorn such Deck, (d) place upon such Deck any signs, (pictures, or plaques unless said sign, picture or plaque is not visible from the Common Elements or any other Limited Common Element than the Deck in question); Place upon such Deck any billboards, banners, or flags except as may be permitted in advance by the Association; (f) expand or modify their Deck in any manner from said Deck's appearance, size and location; (g) store any type of recreational equipment. Each Owner shall be responsible for maintaining, repairing and keeping the Deck of such Owner's Unit in a clean, safe and attractive condition.

Article II. **COMMON AND LIMITED COMMON ELEMENTS**

2.0 General. Common Elements are to be treated with care by all Owners, Guests, and any other person at The Reserve. Any abuse, damage or annoyances created by an Owner or an Owner's Guest shall be the responsibility of that Owner.

- (a) Nothing shall be left on stairways, walkways, or grounds, which would impede traffic or fire code.
- (b) Clothes drying is not permitted on the decks, stairways, grounds, or any other areas open to public view.
- (c) Nothing shall be thrown or emptied out of the windows, doors, down stairways, or onto any Common Elements.
- (d) Water shall not be left running for any unreasonable or unnecessary length of time on the property.
- (e) Children under the age of 16 shall be supervised by an adult when upon the Common Elements. Children shall not play in any indoor Common Elements.
- (f) No bicycles, tricycles, skateboards, roller blades, or other type of wheeled vehicles or equipment may be left unattended in the Common Elements.

2.1 Furniture. Only furniture belonging to the Association may be used in any part of the Common Elements at The Reserve.

2.2 No Storage. No part of the Common Elements may be used for storage, vehicle repair, construction, or any other purpose unless expressly authorized in the Governing Documents or the Executive Board gives specific, prior written permission for such use. The Association assumes no liability and shall not be liable for any loss or damage to articles stored in a Common Elements regardless of whether prior written permission was or was not given.

2.3 No Re-Subdivision. No Unit shall be re-subdivided into smaller units.

2.4 Antenne and Satellite Dishes. Without the prior written approval of the Association, no exterior television, satellite dish or other antenna of any sort shall be placed, allowed or maintained upon any portion of the general Common element.

2.5 Growing Marijuana. Growing of any type of marijuana plant or flower at the Reserve, inclusive of within Units, is strictly prohibited.

2.6 Hard Wood Floors. No Owner shall be permitted to install any hardwood floor or other hard surface improvements in a Unit, because of considerations of noise and nuisance affecting adjoining Units, without compliance with all Design Review provisions in the Declaration.

2.7 Front Entryways. No decorations of any kind shall be placed on the front door of a Unit unless approved in advance in writing by the Association.

2.8 Building Storage Closets. Buildings D, G, I, K, L, N, and O have a Common Element Storage Closet. The Building Storage Closets are for the use only by the Owners of the

Units in the Common hallway of the subject building. No Owner may use the Building Storage Closet to the exclusion of other Owners in the Building.

2.9 Removal. If, in the judgment of the Managing Agent or the Executive Board, any item must be removed from the Common Elements, the Owner or the Owner's Guest whose item it is or who placed said item there shall immediately remove said item and the Owner shall be responsible for the cost of such removal and shall be subject to fines as a result.

2.10 Hazardous Material. The storage of flammable, dangerous or hazardous materials or an item that would result in cancellation or premium increase of any part of an Association insurance policy is not permitted on or in The Reserve. Any such material or item must be immediately removed by the Owner themselves or their Guest who placed it there. The Association or Managing Agent may, without prior notice, immediately remove the offending item from The Reserve. The Owner assumes all liability for any damage caused, whether directly or indirectly, by such flammable, dangerous or hazardous material and the cost for the removal.

2.11 Garbage. Owners and Guests shall only dispose of garbage in the Association provided dumpsters. Garbage shall be placed in a sealed plastic garbage bag and disposed of in said Association provided dumpsters. If the garbage is not normal day-to-day garbage (e.g. remodeling trash, hazardous materials, etc.) or large items, the Owner shall arrange for and dispose of said garbage separately with an appropriate organization at Owner's sole expense and subject to Association advance approval. If the Association incurs any additional cost to dispose of a large item or address any trash removal for an Owner, the cost shall be billed to the Owner who left the item at the dumpster or to be otherwise disposed of.

2.12 Denial of Use of Common Elements:

(a) As Assessments fund the upkeep of the Common Elements and Common Elements, the Association has determined that an Owner who is delinquent in payment of any and all Assessments or other financial obligations to the Association should not be entitled to the use of the Common Elements or to benefit from Common Expenses while there is a delinquency.

(b) Once an Owner is delinquent per the Governing Documents and in particular the Assessment Collection Policy ("**Delinquency Date**"), the Association has the right to suspend the delinquent Owner and Guests right of access to and use of the Common Elements as well as denying the benefit of Common Expenses. The suspension of use of the Common Elements and enjoyment of Common Expense services may continue until the Owner has satisfied all Assessments, debts and financial obligations owed to the Association unless otherwise determined by the Executive Board. If an Owner enters into a payment plan under the Assessment Collection Policy, said Owner shall be entitled to use the Common Elements and have the benefit of Common Expenses while the Owner is in compliance with the payment plan.

(c) In the event an Owner is not in compliance with the Association Governing Documents for reasons other than failure to meet financial obligations, in addition

or in conjunction with all rights of the Association to address the same through its Policy and Procedure for Covenant and Rule Enforcement (“**Enforcement Policy**”), the Association has the same right to suspend the Non-Complying Owner and Guests right of access to and use of the Common Elements as well as denying the benefit of Common Expenses during the period of non-compliance or as a penalty for recurring non-compliance, in addition to all other penalties and fines that may be assessed by the Association for non-compliance with the Association Governing Documents. Such suspension of rights and access shall not occur until the Notice and Hearing provisions of the Enforcement Policy have been met.

Article III.
NUISANCES AND CONDUCT OF OWNERS

3.0 General. No Owner or Owner’s Guest shall make or permit any disturbing noises or noxious and offensive odors by the Owner or Owner’s Guest, nor do or permit anything themselves or by such persons that will interfere with the rights, comforts or conveniences of other Owners or their Guests. No Owner shall allow any noise from their Unit to be heard outside their Unit, whether it is music, television, conversations, or any other noise between 10:00 p.m. and 8:00 a.m. All Owners and occupants are entitled to quiet enjoyment of their property.

3.1 Owner Rights. Owners or Owner’s Guest shall do nothing that would interfere with the rights, comforts or convenience of other Owners or Owner’s Guests.

3.2 Light from Unit. No lights shall be emitted from any Unit which are unreasonably bright or cause unreasonable glare, or are unreasonably annoying to another Unit Owner due to blinking, color, or direction or intensity of the light except as allowed by the Holiday Outdoor Lighting and Decoration portion of these Rules (see Article VI). The maximum wattage for exterior lights is 40 watts. An Owner may not alter or change any exterior lighting apparatus on their Unit or located upon Common Elements.

3.3 Communication and Conduct. The Executive Board encourages an open, factual, positive, respectful and constructive discourse among Owners in order to foster a cordial and amicable environment within The Reserve. Impolite or unprofessional engagement of the Managing Agent’s staff detracts from the ability of the Managing Agent to effectively manage The Reserve. For this reason and to further these purposes the following is applicable:

(a) Owner Issues and Complaints. If an Owner has an issue or a complaint in regard to the Association and its governance and operation, the Owner shall follow the following process. This includes any complaint about the Managing Agent’s staff and operation of the Common Elements. Failure to follow this process can lead to the imposition of fines and penalties as provided for under the Association’s Enforcement Policy:

(i) A complaint or issue can be delivered to the Executive Board as follows:

1. Via electronic mail to dan@mcneillinc.com
2. Via dropping of a written Suggestion or Complaint Form to Managing Agent's offices.

(b) Emergency Communication. If an emergency arises an Owner may contact Managing Agent staff via phone or in person, but such communications shall occur politely and respectfully and shall be followed with a written submission of the Complaint or Suggestion Form to the Executive Board.

(c) Executive Board Response. The Executive Board shall contact the submitting Owner if more information is necessary and shall make all reasonable attempts to assist in resolving the issue.

Article IV. **VEHICLES AND PARKING**

4.0 Parking for Current Residents and Guests - Definition. For purposes of these Parking Rules the term Current Resident shall mean the Owner of a Unit at the Association currently occupying the Unit or a tenant of an Owner under a written lease agreement. Guest shall mean a guest or invitee of a Current Resident whom will be staying at the Current Resident's Unit for no more than thirty (30) consecutive days. Parking at The Reserve is only permitted for Current Residents and their Guests whose vehicles are properly registered with the Association as required in these Parking Rules.

4.1 Number of Allowed Vehicles Per Unit. Each Unit shall be entitled to one Registered Vehicle per bedroom within the Unit. **Registered, licensed, motorcycles parked in designated motorcycle parking areas do not count in the Unit parking allotment.**

4.2 Parking Areas. The parking areas at The Reserve are General Common Elements for the use of all Owners subject to these Parking Rules. There are no reserved or assigned parking spaces but parking is subject to these Parking Rules. There are two parking areas which are as follows:

(a) Front Area. The front parking areas closest to the entry into the Project and in front of the Buildings are for Registered Vehicles which fit inside the lined parking space. Vehicles must move regularly if parked in a front parking area; if the vehicle owner is not going to use a vehicle for 10 days or longer, the vehicle must be moved to back lot.

(b) Storage Area. The back parking area is for Additional Permit vehicles/trailers or approved oversized vehicles.

(c) Parking Spaces. All vehicles including motorcycles must park in appropriately designated parking spaces and shall not block in any way any egress or ingress or the ability of any other vehicle to enter or exit safely from the Project.

4.3 Registered Vehicles Only. All vehicles parked at The Reserve for more than 24 hours must be registered with the Association and prominently display a Parking Permit either as a Current Resident or Guest. Vehicles parked without such Parking Permit properly displayed shall be subject to fines or towing per the Association Enforcement Policy. A Parking Permit is procured as follows:

(a) Current Residents. All Current Residents must register their vehicle with the Managing Agent by submitting a Parking Registration Application to Managing Agent as provided for below in order to procure a Parking Permit. Upon approval by the Association or Managing Agent of a Parking Registration Application, the Association or Managing Agent shall issue a Parking Permit to the Current Resident which must be displayed in the lower left corner of the windshield on the vehicle. The Parking Permit is non-transferable and the vehicle license plate must match the Parking Registration Application information on file with the Association or Managing Agent. It is the Current Resident's obligation to update any change to Registered Vehicle information. Oversized vehicles which do not fit within the parking line parameters of a regular sized parking space at The Reserve require an Additional Permit. Parking Registration Applications for company vehicles must provide written verification from the company that the vehicle is the applicant's primary work transportation vehicle.

(b) Guests. All Current Residents must procure Parking Permits for their Guests by requesting dated guest parking permits for temporary Guests from Managing Agent. The Guest must use and display said Parking Permit on the dashboard of the Registered Vehicle.

4.4 Additional Permits for Vehicle and Trailer Storage or Oversized Vehicles.

(a) An Owner may apply for use of an additional Parking Permit for a trailer only ("Additional Permit"). Additional trailer Permits are only for Unit Owners. Only one Additional Permit may be issued per Unit. Additional Permits are issued based upon availability and on a first come/first serve basis. Additional Permits are subject to fees as determined by the Association at the time the Additional Permit is granted ("Additional Permit Fee is \$25 per month").

(b) The following limitations apply to Additional Permits:

i. No recreational vehicles aka RV's inclusive of, but not limited to, motor homes, motor coaches, buses, pick-up trucks with campers or camper trailers may be issued an Additional Permit and are not permitted to be parked at any time upon the Project.

- ii. All Additional Permit vehicles/trailers must be parked in a designated trailer storage area in the Project.
- iii. No trailers/vehicles longer than 25 feet total length (length is defined from the rear bumper to the end of the tow tongue) are allowed.
- iv. All trailers/vehicles must fit within the Additional Permit Parking Area parking space yellow lines.
- v. All personal property items must be stored in or upon vehicles or trailers. The Association has no liability or responsibility for any personal property stored in or upon a vehicle or trailer. Any personal property items located upon the ground or not properly stored upon the vehicle or trailer may be considered abandoned and subject to removal. The Association is not liable for any such confiscated items and a bailment shall not be deemed to have occurred as a result of any such enforcement action by the Association or Managing Agent.
- vi. Additional Permits are non-transferable and may only be used for the vehicle or trailer to which it was registered.
- vii. The Additional Permit shall be visible upon the vehicle or trailer at all times.
- viii. Additional Permits for commercial vehicles and trailers must be registered in the name of an Owner.
- ix. The vehicle or trailer granted the Additional Permit can be requested to be removed from the Project at any time by the Managing Agent or the Association if occupancy rises for any reason or the space is otherwise needed.
- x. Additional Permits maybe revoked for non-payment of the Additional Permit Fee and upon such revocation the vehicle or trailer subject to the Additional Permit shall be deemed an Unregistered Vehicle and subject to all remedies available to the Association and Managing Agent for removal or fining of Unregistered Vehicles.

4.5 Licensed Vehicles Only. No heavy duty commercial trucks, trailers, construction equipment, snowmobiles, dirt or trail motorcycles without a legal street license plate, nor any other motorized vehicle or recreational vehicle, other than a street licensed automobile or licensed street legal motorcycle, may be parked or driven upon the Project. This includes, but is not limited to, mini bikes, go-carts, snowmobiles, golf carts, and remote controlled motorized vehicles or devices that move. Bicycles must be walked, not ridden, on Common Elements and are not allowed in landscaped areas.

4.6 No Vehicle Repairs. Except as provided for below, minor vehicle repairs, such as oil changes, tire changes and /or rotation, battery replacement, etc. may occur in the back parking area only. Any repair work commenced must be completed within a 24 hour period and the vehicle owner must clean up all debris. As permitted:

- (a) Emergency actions such as jump starting or towing an inoperable vehicle;
- (b) Windshield replacement or repair; and
- (c) Emergency tire repair.

4.7 Speed Limit. Vehicles using the easements, driveways and parking areas must proceed safely and may not exceed 15 mph. All residents must be aware that there are speed bumps on common property (installed to control speeding). Pedestrians and bicyclists must be aware of all speed bumps and take the appropriate caution.

4.8 Moving of Vehicles During Snowfalls. All vehicles must be moved from the parking spaces/area every forty eight (48) hours during times of snowfall to allow for plowing. If a vehicle is not so moved, the Association may tow or remove the vehicle by any reasonable means without prior notice. In such event, the Association is not liable for any damage to the vehicle and the Current Resident who owns the vehicle or whose Guest owns the vehicle shall be liable for the cost of moving the vehicle.

4.9 No Inoperable Vehicles. Inoperable or Unregistered vehicles shall not be parked in the parking area. If a vehicle Common Elements unmoved for seven (7) consecutive days, does not have current license plates, or is inoperable or appears to be abandoned, said vehicle can be towed or removed by the Association or Managing Agent without prior notice. In such event, neither the Association nor Managing Agent are liable for any damage incurred to the vehicle and the Current Resident who owns the vehicle or whose Guest owns the vehicle.

4.10 No Unregistered Vehicles. Unregistered Vehicles shall not be parked in the parking area and any such vehicle can be towed or removed by the Association or Managing Agent without prior notice. In such event, neither the Association nor Managing Agent are liable for any damage incurred to the vehicle and the Current Resident who owns the vehicle or whose Guest owns the vehicle, as well as the vehicle's owner, shall be liable for the cost of moving the vehicle.

4.11 Enforcement. Parking violations may be enforced by the Association and/or its Managing Agent either directly or through third party contractors or any authorized agent of any of the foregoing. The following shall be the fine structure and enforcement options for violations of these Parking Rules and shall be applicable to these Parking Rules as opposed to the general fine structure in the Enforcement Policy. All other provisions of the Enforcement Policy are applicable to enforcement of these Parking Rules, except that only

Owners are entitled to request a Hearing as that privilege does not extend to Non-Owner Current Residents or Guests. Any person or entity that violates any of the Association's Parking Rules is subject to fines and penalties as follows:

- (a) First violation – Written Warning that will be physically placed upon the vehicle. If the vehicle is a properly Registered Vehicle reasonable attempts will be made to notify the Registered Vehicle's Owner per the information in the Vehicle Registration Application.
- (b) Second violation - \$200;
- (c) Third and each subsequent violation - \$300.
 - i. In addition to or in lieu of any of the foregoing penalties, any vehicle found to be parked in violation of the Governing Documents after the First Violation or within 48 hours of the First Violation warning without cure of the violation, may be booted, or have other similar devices designed to immobilize such vehicle attached to the vehicle, or be towed. If a vehicle is towed or booted the vehicle owner is required to pay any costs or fees charged by the towing company in addition to the fines set forth above.
- (d) For any vehicle immobilized pursuant to this section, the following penalties may apply in addition to the option to have the vehicle towed at any time:
 - i. First Wheel Boot - wheel boot shall be removed only upon payment of the sum of \$100;
 - ii. Second Wheel Boot of same vehicle or of any other vehicle parked by an individual whose vehicle has once previously been wheel booted - wheel boot shall be removed only upon payment of \$200;
 - iii. Third Wheel Boot of the same vehicle or of any other vehicle parked by an individual whose vehicle has twice previously been wheel booted - wheel boot shall be removed only upon payment of \$300.

4.12 Purpose of Options. It is the intent of the Association that each of the enforcement mechanisms and penalties described in this Section shall be in addition to and not in lieu of any other enforcement mechanisms and penalties that may be available to the Association. Without limitation of the foregoing, the Association may seek an injunction to restrain a person from any further violation hereof, such remedy being in addition to all other remedies available at law, equity or otherwise.

UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE LIABLE FOR ANY DAMAGE TO A VEHICLE THAT IS BOOTED OR IMMOBILIZED OR

**FOR ANY CLAIMED DAMAGES DUE TO THE IMMOBILIZATION OF THE
VEHICLE.**

Current Residents must contact McNeill Property Managing Agent (MPM) at (970) 479-6047 to acquire a valid vehicle sticker before parking a vehicle in our lots. Please contact McNeill Property Management (MPM) at (970) 479-6047 to request a temporary parking pass for any specific guest parking situation or to make any other necessary special parking arrangements.

4.13 Miscellaneous.

(a) Every violation of these Parking Rules is deemed to be a nuisance and is subject to all of the remedies provided for in the Governing Documents or by law for the abatement of the violation inclusive of, without limitation, all remedies found in the Association Enforcement Policy, and all public and private remedies allowed at law and equity against anyone in violation of the covenants shall be available.

(b) Each Owner or other occupant of any other part of the Project shall comply with the provisions of the Governing Documents Association including these Parking Rules as the same may be amended from time to time.

(c) Any action to enforce the Governing Documents including these Parking Rules may be brought by the Association, the Board, Managing Agent or Association counsel in the name of the Association on behalf of the Owners.

(d) The remedies set forth herein are cumulative and non-exclusive.

(e) Failure of the Board, Managing Agent or the Association or aggrieved Owner to enforce the Governing Documents including these Parking Rules shall not be deemed a waiver of the right to do so for any subsequent violations or the right to enforce any other part of the Governing Documents at any future time.

(f) No member of the Board or the Managing Agent shall be liable to any other Owner or person for the failure to enforce any of the Governing Documents including these Parking Rules.

(g) If legal assistance is obtained to enforce any provisions of the Governing Documents including these Parking Rules, or any legal proceeding, whether or not suit is brought, for damages or enforcement of the Association Governing Documents including these Parking Rules, or the restraint of violation of the Association Governing Documents including these Parking Rules, the Association shall be entitled to recover all attorney's fees and costs incurred by it in such action.

Article V.
UNIT INSPECTION AND INSURANCE CLAIM PROCESS

5.0 Key to Unit. As provided for in Section 7.01(h) of Declaration, each Owner must provide Managing Agent with a key to the Owner's Unit. Failure to comply will be addressed per Section 7.01 (h) (3) of the Declaration. .

5.1 Inspection of Unit. At the Association's sole discretion and in order to protect the Common Elements and other Units, as well as to reduce exposure to insurance claims, the Association may enter a Unit if the Association or Managing Agent has a good faith belief or concern as to the condition or status of a Unit. In such event the Association or Managing Agent may inspect the Unit to ensure that no damage or condition has or may occur within or related to the Unit that might place the Common Elements or other Units at risk and/or that could lead to an insurance claim or increase in insurance premium costs. If possible, the Association may attempt communication with an Owner in advance and request access but in the event of an emergency or if an Owner does not timely respond, the Association, Managing Agent, or their agent may immediately enter the Unit. Any costs related to gaining access to a Unit shall be the Owner's responsibility.

5.2 Damage Detected by Owner. If an Owner detects damage to the Common Elements or Unit, the Owner will immediately notify the Association and Managing Agent in writing and if the same impacts the reporting Owner's Unit, the Owner will take all reasonable steps to mitigate the damage. Upon such notice, the Association, Managing Agent, or their agent shall be entitled to enter the Unit(s) to inspect and address the damage as provided herein and the Governing Documents.

5.3 No Obligation to Inspect. The Association shall have no responsibility or liability to an Owner to detect damage or related issues within a Unit. If the Association or Managing Agent should inspect a Unit, the purpose of the inspection(s) is solely to look for issues that may compromise the Common Elements and/or other Units or potentially create an increased risk of an insurance damage claim. The Association's failure to conduct inspections or detect any issues in a Unit shall not be the basis for any claim by any Owner or third person against the Association.

5.4 No Obligation or Duty to Others. The Association's exercise of its rights hereunder shall not create any liability or duty owed by the Association to any Owner or third person, including any personal injury or property damage claims.

5.5 Owner Insurance. Every Owner shall carry the level of insurance for their Unit as required by the Governing Documents and provide proof of insurance as may be required by the Governing Documents. The Reserve is not responsible for any damage an Owner is required to provide insurance for.

5.6 Insurance Claims and Deductibles. See Article 7.03 of the Declaration

Owners are encouraged to carry insurance to cover deductible exposure.

5.7 Renter's Insurance – Owners that rent their Unit must require renters to obtain renter's insurance.

Article VI.

HOLIDAY OUTDOOR LIGHTING AND DECORATION

6.0 Time Frame. Decorative or holiday outdoor lighting and decoration shall be permitted from November 15th to February 1st of the subsequent year (“Holiday Outdoor Lighting Time Period”). The specific guidelines for installation of decorative or holiday outdoor lighting and decorations are as follows:

6.1 Location. String lights may decorate balconies, decks and interior of windows or doors. Decoration in any other exterior viewable location or surface with any type of decorative or holiday lights is prohibited.

6.2 Types of Lights. Chasing or blinking lights are strictly prohibited.

6.3 Types of Displays. Plastic statuary, inflatable lawn displays and other similar, ornate displays containing manmade materials (e.g. plastic, etc.) are not permitted. However, garlands and/or wreaths which simulate, in a lifelike manner, organic evergreen or deciduous tree boughs will be permitted; garland and wreaths made of organic materials are preferred and encouraged.

Article VII.

GUESTS, LESSEES AND OCCUPANTS OTHER THAN OWNERS

7.0 Rules Notification. Guests are subject to the Association Governing Documents including these Rules. It is the responsibility of the Owner to insure that all Guests are made aware of the Governing Documents and all requirements and restrictions therein. An Owner is solely and fully responsible for the conduct of any of their Guests whether or not the Owner is present. Any fines or penalties incurred due to the actions or omissions of a Guest shall be the responsibility of the Owner who's Unit the Guest occupied.

7.1 Notices to Managing Agent. Should an Owner permit occupancy of a Unit by a Guest or person other than the Owner for 72 hours or longer, the Owner must immediately make Managing Agent aware of such occupancy to protect the security of the community. Each Owner shall notify the Managing Agent a minimum of 72 hours before the arrival of any such Guest, providing their full legal name, the length of stay, vehicle(s) and license plate number(s), phone and cell number, mailing address, and the number of people that will be in the Unit.

7.2 Right to Lease.

7.2.1 Tenancy Requiring Written Leases. An Owner has the right to lease their Unit subject to the Association's Governing Documents. For the purposes of these Rules, a paid rental of a Unit of any length of time, use of a Unit by other than an Owner for any type of consideration or residence in a Unit by any person other than an Owner for one (1) month or longer shall be deemed a "**Tenancy**" and subject to this Article 7 and the Governing Documents in relation to leases and tenancies. All Tenancies or leases are subject to and must comply with all terms and conditions of the Association's Governing Documents. The Declaration requires all leases exceeding three months in length to be in writing. Owners must provide the Association with a copy of a written lease agreement for any Tenancy over three months in length no less than 5 days prior to the commencement of the Tenancy which lease shall specifically state that the lease is subject to the terms and conditions of the Association's Governing Documents.

7.2.2. Short Term Tenancy. For the purposes of these Rules, a paid rental of a Unit not less than 7 days (minimum rental allowed) and not more than 3 months, use of a Unit by other than an Owner for any type of consideration or residence in a Unit by any person other than an Owner for less than three (3) months and more than 7 days shall be deemed a "**Short Term Tenancy**" and subject to the applicable provisions of this Article 7 and the Governing Documents in relation to leases and tenancies. Short Term Tenancies do not require a written lease but the Owner is required to:

7.2.2.1 Provide to Managing Agent full contact information for a person or company that is responsible for managing the rental of the Unit and whom may be contacted 24/7 in relation to issues that arise from the Short Term Tenancy;

7.2.2.2 Owner is fully liable and responsible for any cost or expenses, including Association Management fees, to address any issues or violations of the Governing Documents that arise due to a Short Term Tenancy; and

7.2.2.3 Insure that all Short Term Tenants are apprised of these Rules and Regulations and the requirements of the Governing Documents and provide written proof of Tenant's consent to the same. This requirement can be met by provision to the Association of a completed Rental Addendum form, which can occur electronically, which, document shall include acknowledgement that the Tenancy is subject to the Governing Documents, including these Rules and Regulations with Tenant's signature thereon. Tenant name and contact information with length of stay and vehicle information.

7.2.2.4 All Short Term Rentals must also meet any governmental or quasi-governmental requirements, including registering with County of Eagle, Colorado for tax purposes.

7.3 Use of a Managing Agent. Owners who employ a Managing Agent in managing, renting, maintenance and/or upkeep of their Unit must provide the Managing Agent current contact information for the Managing Agent.

7.4 Association May Enforce Lease. In the event of a Tenancy or lease, the Association shall be entitled, and Owner shall be deemed to have assigned all rights related thereto (but none of the obligations) to the Association, to take all actions that the Owner would as a lessor of their Unit including enforcement of Governing Document requirements and/or seeking eviction of a tenant or lessee for failure to comply with any of the lease terms which would include the Association's Governing Documents. Regardless of these enforcement rights, Owners are responsible for all actions or omissions of their Guests and may be fined and assessed for such actions or omissions.

7.5 Owner Liable. An Owner shall be liable for any violation of the Association's Governing Documents committed by an Owner's Guest, or other person at the Unit, including any and all damages or fines that may be incurred as a result of the actions or inactions of said person. This section shall not prejudice an Owner's right to collect any sums paid by the Owner to the Association on behalf of or because of said person. All costs incurred by the Association in connection with enforcement of this paragraph, including reasonable attorney fees and legal costs, shall be immediately reimbursed to the Association by the Owner of the Unit. All sums so charged shall be a lien upon the Owner's Unit until paid in full. The lien may be enforced in the same manner as a lien for an unpaid Assessment.

7.6 Carbon Monoxide and Smoke Detector. Any Unit that has gas heat, gas water heater, gas fireplace or a gas appliance must have a functioning carbon monoxide detector as required by Colorado law. All Units whether they have a gas supply or are all electric must have functioning smoke detectors.

7.7 Guests May Not Have Pets. Guests are prohibited from having or bringing Pets upon The Reserve Project except as may be mandated by State or Federal law related to service animals or disability-related assistance animals as said law may be applicable at the time of any request for the disability accommodation.

Article VIII.
SMOKING RESTRICTIONS

8.0 Smoking Prohibition in Certain Areas. Smoking is prohibited on all Common areas of the Reserve community, whether indoors or outdoors. Without limiting the generality of the foregoing, this prohibition applies to Association's Common areas, such as clubhouse, swimming pool, common area grounds, hallways, and Limited Common areas such as Unit patios and decks. Smoking is defined as including carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco or

marijuana, including but not limited to, cigarettes, e-cigarettes, cigars or pipes. Each owner is responsible for the compliance with this rule by the owner and all Residents within the Owner's Unit and all guests and invitees of such Owner or Resident.

8.1 Penalty. Should any Owner, Guest, or other person smoke or otherwise consume combustible substances within the Common or Limited Common Elements, such offending party will be subject to a fine and/or other penalty as set forth in the Enforcement Policy.

Article IX. **PETS**

9.0 Declaration Pet Restrictions. Section 4.05 of the Declaration addresses certain pet restrictions. Owners and their immediate family members are entitled to bring Pets upon the Project subject to these Rules. Non-Paying Guests are not permitted to bring Pets upon the Reserve Project unless they are staying at the Unit at the same time as the Owner. Renters or Paying Guests, including short term users/renters of the Unit through online or other self-rental agencies or programs, are not permitted to bring Pets upon The Reserve Project. For purposes of this Section, Guest does not include immediate family members of the Owner whom are permitted to bring Pets upon the Project without the Owner being in residence but remain subject to all requirements of these Rules.

9.1 No Breeding. Pets shall not be kept, bred, or used for any commercial purpose or home occupation, i.e. no boarding, breeding, selling, pet sitting, (by way of demonstration only).

9.2 No Roaming. Pets must be confined to the Owner's Unit and shall not be allowed to roam free or be tethered. Pets shall not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.

9.3 Animal Waste. All animal waste shall be immediately cleaned or picked up and shall only be discarded with a secure bag in outside trash containers. No Owner shall allow a Pet to defecate or urinate on the building at the Project. All Pet Owners shall immediately clean up after any Pet that does the same.

9.4 Damage. Pet Owners are responsible for any damage caused by Pets to other Units, Common Elements and Limited Common Elements. Pet Owners are responsible for any damage or injury caused by the Pet to another Pet or person. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the Unit Owner.

9.5 Nuisance. No Pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior include but are not limited to:

9.5.1. Pets whose unruly behavior causes personal injury or property damage;

9.5.2. Pets in common areas that are not under the complete voice control of a responsible human companion and on a hand-held leash of no more than 20 feet in length, or contained in a pet carrier;

9.5.3. Pets who exhibit aggressive or other dangerous or potentially dangerous or threatening behavior;

9.5.4. Pets who are conspicuously unclean or parasite infested;

9.5.5. Pets who bark or howl so as to disturb the peace and quiet of others. Pets that violate this provision can be subject to removal from the premises and impoundment with attendant fines if the barking and howling continues or occurs again after one written warning.

9.6 ADA and Fair Housing.

9.6.1 Federal regulations under the Americans with Disabilities Act, Fair Housing Act and the Colorado Fair Housing Act, provide for certain reasonable accommodations for a disabled person to enjoy housing opportunities which under certain circumstances may be made in rules, policies, practices or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

9.6.2 “*Service Animals*” pursuant to the ADA are any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Service Animals are permitted at The Reserve. Managing Agent shall have the ability to require some proof of the need for the accommodation if the disability and necessity is not obvious and the following information may be requested when the accommodation is not obvious: (1) is the dog a Service Animal required because of a disability, and (2) what work or task has the dog been trained to perform. A Service Animal may be requested to be removed from the premises if: (1) the dog is not in Control, as defined herein, and the handler does not take effective action to Control it; or (2) the dog is not housebroken. Guests and Renters are encouraged to advise Managing Agent of intention to bring a Service Animal upon the Project.

9.6.3 “*Assistance Animals*” - Assistance Animals are not Service Animals and are generally defined as animals that provide comfort, support or assistance to a person with disabilities without rising to the level of a Service Animal. Assistance Animals, unlike Service Animals, do not need to be individually trained or certified and are not limited to dogs.

9.6.4 *Assistance Animals are not permitted for Short Term Guests or Renters* - Guests or Renters who will be staying at The Reserve for 30 or less

consecutive days are not allowed to bring an Assistance Animal to the Project.

9.6.5 *Long Term Renters or Guests May Apply for an Accommodation* - Long term Guests or Renters who will be staying at the Project for 30 or more consecutive days may request an accommodation for an Assistance Animal by providing to Managing Agent no less than 30 days in advance of the intended stay a written request for such accommodation. The accommodation request must provide the following to permit Managing Agent to make a meaningful review of the accommodation request:

- 9.6.5.1** A statement from a physician, psychiatrist, social worker, mental health or other professional that;
- 9.6.5.2** The applicant has a disability that impairs one or more daily life functions; and;
- 9.6.5.3** The Assistance Animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

9.7 Indemnity. Owners shall indemnify the Association and other Owners and hold them harmless against loss or liability of any kind arising from their Pet(s) or Pet caregivers. Neither Board members, Managing Agent, Association agents, Owners, or other persons authorized herein to enforce the provisions of this regulation shall be held in anyway responsible for any act taken pursuant to this regulation including but not limited to, any injury, accident, damage to persons or property, or subsequent disease or injury to an impounded or removed Pet which could be suffered by a Pet as the result of the administration or implementation of this regulation.

9.8 Enforcement. No tenant may keep a pet within The Reserve (with the exceptions noted in Section 9.6). A \$1,000 fine will be imposed upon the Unit Owner at the time of discovery. In the event that the pet is not removed within 30 days the Owner of the Unit will be fined \$50 per day until the pet is removed.

9.9 Proof of Licensure. It shall be the duty of any Pet owner to provide proof of licensure, up to date vaccinations for each Pet and confirm existence of homeowner's insurance for any liability or personal injury caused by the Pet. The Association is entitled to request documentary proof of the foregoing at the Association's discretion.

9.10. Control.

9.10.1 It shall be the duty of any Pet owner or caretaker to keep their Pet under voice control and to prevent the Pet from running at large, becoming a danger or nuisance to persons or property or trespassing on the property of another. Control of a Pet means physical control by means of a leash, rope or chain no longer than 20 feet in length, in a carrier or under voice control.

9.10.2 A Pet shall be deemed not under control when:

9.10.2.1 Running at large upon Common Elements or Limited Common Elements of the Association, or on the private property of another Unit Owner, without authorization, and is not under the leash control of the Pet owner or responsible member of the Pet Owners' family, or an employee or an agent of the Pet owner, either by leash, rope or chain no longer than 20 feet in length, in a carrier or under voice control.

9.10.2.2 Said Pet inflicts injury or damage to the person or property of anyone other than the Pet owner.

9.10.2.3 A female un-neutered Pet, during its period of estrus, is not securely confined on the property or in the premises of the Unit Owner.

9.10.2.4 A Pet within the open portion of a vehicle parked in at the Project, whether restrained or not, and is creating a danger to persons and/or property in the immediate vicinity. Pets belonging to Unit Owner's Contractors are not allowed upon the Project.

9.10.2.5 The Pet acts threatening to another person or Owner and/or places another person or Owner in fear for their safety or wellbeing.

9.10.2.6 Any of the provisions herein.

9.11 No Vicious Pets - No Pet owner or Unit Owner shall keep a vicious Pet upon the Project. A vicious Pet shall include, but not be limited to, a Pet that growls, barks in an aggressive manner, snaps, bites or exhibits aggressive or threatening behavior to other owners, guests, or visitors. Vicious Pets may be impounded under this rule and/or required to be immediately removed from the Project. Eagle County code definitions may be applied in the discretion of the Board or Managing Agent in this regard.

9.12. Impounding of Pets.

9.12.1 The Association or member thereof or designated agent, or Eagle County Animal Control Officer, may apprehend any stray Pet or unknown Pet, endangered Pet, dangerous Pet or any Pet found running at large or not under control and impound such Pet. While reasonable efforts shall be made by the Association and Managing Agent to address violations of these Pet Rules per the Enforcement Policy but in the event of the foregoing circumstances may exercise discretion to impound the Pet.

9.12.2 After impoundment, the Association or designated agent shall use reasonable efforts to contact the impounded Pet's owner, if known, or if the owner of the Pet is unknown, or if the Pet is a stray, Notice shall be posted at one or more conspicuous places at the Project describing the Pet, place and time of impounding. The owner of the impounded Pet may reclaim said Pet upon payment of all costs incurred or charges imposed by the Association and/or the impounding agency.

9.13 Interference with Animal Control Officer. No person shall interfere with, molest, hinder or obstruct the Association or its designated agent in discharging his/her duties under these rules.

9.14 Threatening of Wildlife and Livestock. The Project is located in a mountain area. No person shall permit and/or allow a Pet to run after, pursue, bite, snap at, attack or otherwise threaten wildlife and/or livestock. In the event that any Pet is found threatening any such wildlife and/or livestock, said Pet may be impounded under this regulation and/or required to be immediately removed from the Project.

9.15 Liability for Accident or Subsequent Disease from Impoundment. At no time will the Association its Board of Directors and its employees or agents, or persons authorized herein to enforce the provisions of this regulation be held in anyway responsible for any act taken pursuant to this regulation including but not limited to, any accident or subsequent disease which could be suffered by a pet as the result of the administration or implementation of this regulation.

Article X. **UNIT MODIFICATIONS**

10.0 General. Article 5 of the Declaration addresses Architectural Control. These Rules supplement and expand said provisions.

10.1 Technical Advice. The Executive Board may avail itself of technical professional advice and consultants that it deems appropriate. The cost of the same shall be borne by the Applicant.

10.2 Application Expenses. All expenses of the Executive Board incurred in regard to any application for design review and approval shall be paid by the Applicant. The Executive Board shall have the right to charge a fee for each application submitted to it for review, in an amount, which may be established by the Executive Board from time to time, and such fee shall be collected by the Executive Board and remitted to the Association to help defray the expenses of review of application for design review and approval.

10.3 Bond. The Executive Board may require an Applicant to post a reasonable bond or make a reasonable cash deposit with the Executive Board as security for the timely

completion of the proposed modification or work in compliance with the approval provided by the Executive Board, the Declaration, any building permits, these Design Review Procedures and Guidelines and any governmental or quasi-governmental regulations. The bond or security deposit may be used by the Association for the following purposes: (1) to complete any work not timely and appropriately completed in compliance with the approval provided by the Executive Board, the Declaration, any building permits, these Design Review Procedures and Guidelines and any governmental or quasi-governmental regulations; (2) to compensate the Association for any costs incurred to remove or remediate work that fails to comply with the approval provided by the Executive Board, the Declaration, any building permits, these Design Review Procedures and Guidelines and any governmental or quasi-governmental regulations; or (3) to compensate the Association for any costs or expenses incurred to the Declaration, these Design Review Procedures and Guidelines, any governmental or quasi-governmental regulations, any building permits or the approval provided by the Executive Board.

Article XI.
Construction Guidelines

11.0 Construction. The following are the construction guidelines and requirements for any Unit modification or work conducted by an Owner subject to any additional requirements implemented by the Association.

- (a) No work shall commence until express written approval has been received from the Executive Board in compliance with the Declaration and these Procedures and Guidelines and until all governmental and quasi-governmental permits are issued and received.
- (b) The Executive Board shall be entitled to set forth any construction limitations or guidelines to control the construction or implementation of the approved modification. In addition to any such requirements, the following rules shall apply:
 - i. Unless otherwise approved by the Executive Board, construction shall occur only during the hours of 9:00 AM to 5:00 PM Monday through Saturday.
- (c) Contractors & Subcontractors. It is the Unit Owner's sole responsibility and liability to make all general contractors, subcontractors, suppliers, vendors, etc. providing services or goods related to the Work aware of and comply with all rules, regulations, guidelines and terms and conditions set forth by the Association or in its Governing Documents, and further that said person or entity are licensed and insured, and fully comply with any governmental entity requirements.
- (d) Approval & Permits. No work shall commence until express written approval has been received from the Executive Board and all governmental and quasi-governmental permits or permissions have been issued.

(e) Parking. Owner shall be required to establish reasonable parking, with prior written approval of the Executive Board, for all construction personnel and at no time shall construction personnel be entitled to park at The Reserve or in a manner not approved by the Executive Board, that would interfere with the circulation of traffic throughout The Reserve or that would interfere with any other Owner or Guests' utilization of the roadways and easements or parking rights within The Reserve. Construction personnel may not store or leave their equipment, supplies, or vehicles overnight or after approved working hours upon Common Elements at The Reserve or outside the Unit being worked upon unless the Executive Board grants prior consent.

(f) Lavatory. Owner shall be required to provide lavatory facilities inside the Unit for construction personnel or, with the Executive Board of Director's prior written approval, establish temporary lavatory facilities in a manner and area approved by the Executive Board.

(g) Trash. Owner must obtain prior written approval from the Executive Board as to the location, size, and manner of any trash receptacles and/or facilities for or related to the Work. The Executive Board shall be entitled at its sole discretion to approve or deny any such request and/or subject it to such terms and conditions it deems reasonable. Owner is responsible to arrange for and cause all trash to be properly disposed of offsite from The Reserve at Owner's sole cost. The Association's trash receptacles may not be used.

(h) Safe & Clean Worksite. Owner shall be responsible for keeping the construction site in a clean and safe manner. In the event that the Executive Board or Managing Agent deem that a construction site is not being kept in a clean and safe manner, the Executive Board or Managing Agent may take whatever steps in their sole discretion are deemed reasonable to remedy the perceived problem after giving the Owner 48 hours prior verbal or written notice to address the issue. If the perceived problem is deemed a potential life safety or bodily injury threat, the Executive Board or Managing Agent can act immediately without any prior notice to the Owner. The Executive Board or Managing Agent may take such action they deem in their sole discretion is reasonable to address the perceived problem and the cost thereof shall be the sole financial obligation of the Owner, shall act the same as an Assessment, and shall constitute a lien against such Owner's Unit.

(i) Utility Lines. Owner shall be required to take all necessary action concerning staking or marking of utility lines that might be disturbed by or in the area of the work so as to ensure that there is no interference with any utilities at The Reserve.

(j) Easements. Owner shall be required to ensure that no easements or utility lines are interfered with as a result of the Work.

(k) Return to Original Condition. At the completion of any Work or Exterior Changes, Owner shall be required to return the Common Elements to their proper condition prior to commencement of said undertaking. This expressly includes all lawn and landscaped areas. At no time will an Owner be entitled to disturb the Common Elements, including but not limited to, landscaping or lawn area in a manner different from that previously pre-approved in writing by the Executive Board.

(l) Comply with Codes & Laws. All construction Work must meet all applicable zoning, building codes and the rules, regulations and procedures of any governmental or quasi-governmental agency applicable to The Reserve. Nothing contained in the Governing Documents shall be construed as a waiver of or modification of any such zoning, rules or guidelines, building codes or guidelines, the rules and regulations, or procedures of any governmental or quasi-governmental agency.

(m) Start & Finish Information. Owner must ensure that Owner's contractor(s) informs Managing Agent in writing of construction in advance of the start and completion dates. Owner must also provide to Managing Agent prior to work commencing a construction schedule and a list of subcontractors, contact names, and phone numbers. This list should include afterhours/emergency contact names and phone numbers for 24-hour notification for the duration of the construction job.

(n) Proof of Insurance. Owner must ensure that Owner's contractor(s) provides Managing Agent with a current Certificate of Insurance and a copy of any applicable building permits before work commences.

(o) Outside Storage. No materials or equipment of any type can be stored or left outside the Unit except with the prior, express, written consent of the Executive Board or Managing Agent, and only then in strict compliance with any terms or conditions of said consent. All work must be completed inside the Unit. Work stations are not allowed outside a Unit unless express prior written consent has been given by the Executive Board.

(p) Fire & Energy Systems. All fire system testing and inspections are to be scheduled through the Managing Agent. The Owner is solely responsible for taking the necessary steps and precautions to avoid false fire alarms. Any costs or expenses arising from a false fire alarm arising from or related to the Exterior Change or Work shall be solely borne and paid by the Owner. Any work that may impact fire and/or life safety systems at The Reserve must be coordinated through the Managing Agent. Costs incurred by the Association for false alarms caused by the Owner and Owner's contractor or subcontractors will be the responsibility of the Owner and immediately reimbursed to the Association by the Owner. Methods employed to avoid false alarms must not compromise life safety in The Reserve. Emergency systems and energy management systems shall not be disconnected under any circumstances without prior written approval from the Executive Board

or Managing Agent. Upon receiving any such approval, the work shall be scheduled through the Managing Agent twenty four (24) hours in advance. Work shall be performed expeditiously and said systems shall be immediately restored. Additionally, personnel or agencies which monitor any such emergency systems or energy management systems must be notified prior to any such work being started. Final fire alarm tie-in and fire sprinkler services shall be performed by a monitoring company at the Owner's sole expense.

(q) Denial of Access. The Association retains the right to deny access to The Reserve to any individual(s), permanently or temporarily, if in the Association's sole discretion such individual(s) commit(s) or is deemed could potentially commit any action which could be considered detrimental or dangerous to The Reserve, the Association, and/or its Owners or Guests.

(r) Combustible & Toxic Material. Owner must ensure that its contractor has a minimum 10 lb. ABC rated fire extinguisher on the construction site at all times. All flammable, combustible, or toxic materials are to be stored at all times in industry or governmental approved containers which are to be supplied by the contractor. No gasoline-powered devices will be permitted within a Unit. All equipment inside a Unit will be electrically powered. All hazardous or toxic materials must be removed by Owner according to EPA and OSHA guidelines upon completion of the work.

(s) Hazardous Conditions. Owner shall immediately correct any hazardous conditions at the Unit or work site. If Owner fails to correct the hazardous condition, the Association or Managing Agent may take whatever actions in its sole discretion it deems reasonable and Owner must reimburse the Association any costs or expenses so incurred by the Association or its agents.

(t) Comply with all Laws. All state, local and federal safety laws, rules, and regulations must be observed at all times by Owner and its contractors, subcontractors, suppliers and workers. Said persons shall cooperate in every detail with any and all other safety requirements imposed by the Association or the Managing Agent.

(u) First Aid Kit. Owner and its Contractor shall be responsible for providing and maintaining a fully equipped first aid kit at the work site.

(v) Damages or Losses. Owner's Contractor will be responsible for properly protecting and safeguarding its work. The Association shall not in any way be held liable for damage or loss to Contractor's work, equipment, supplies, subcontractors, or workers or agents. Damage to Common Elements, or other Units arising from or related to the work, shall be the responsibility of the Owner and said Owner must immediately repair said damage, subject to prior written approval and terms set by the Executive Board. In the alternative, the Association may do the repairs and

Owner shall immediately reimburse the Association any and all costs and expenses incurred by the Association.

(w) Site Inspections. The Association or the Managing Agent may inspect construction areas at any time, and stop work if the work is not in compliance with the Association's Governing Documents and/or not in accordance with plans and specifications approved by the Executive Board. Such work stoppage shall not relieve the Owner of its responsibility for timely completion of work pursuant to any contractual agreement, nor shall the Association or Managing Agent be liable for resulting damage claims of the Owner arising from or related to said action by the Association or Managing Agent. The Association does not provide for or guarantee security at the job site. Such security shall be the sole responsibility of the Owner.

(x) Music on Site. No radios, television sets, or recorded music will be allowed at the construction site with the exception of sound transmitted solely by headphones or earplugs.

Article XII. **SWIMMING POOL**

12.0 Rules. Rules concerning the use of the swimming pool shall be posted in a conspicuous location in the pool area. Use of the pool shall be subject to the posted rules and all other rules concerning use, hours, guests, conduct and attire as the Board may from time to time adopt.

12.1 Children at the Pool. **THERE IS NO LIFEGUARD AT THE POOL.** Members are reminded that parents are responsible for the behavior and safety of their children. Children (16 years of age and younger) must be supervised at all times by a responsible adult. Neither the Association nor Managing Agent assumes or accepts responsibility for the supervision of children.

12.2 Guests. All Guests must be accompanied by an Owner in good standing. Owners are responsible for their Guests' actions, including but not limited to, any damage to the Pool.

- (a) In general, each Owner is limited to no more than five (5) Guests per day. Any single activity, which will involve more than five (5) Guests per day must be pre-approved by Managing Agent.
- (b) All guests must be accompanied by their Resident host at all times when using the pool.
- (c) The Board may suspend a Member from use of the Pool facility, if the Member's Association Assessments (dues) is not current.

12.3 Liability. All users, including Owners and their Guests, shall use the swimming pool and all other recreational facilities at their own risk. The Association, its designees,

agents and employees shall not be liable for any injury or damage incurred by any party with respect to the use of the swimming pool.

12.4 Limitations on Use. The pool may not be used to conduct any activity, program, or other event for profit.

12.5 Operations and Management.

- (a) Any inquiries pertaining to the operation and/or management of the Pool should be directed to the Managing Agent.
- (b) The Pool is intended to be open from 10:00 a.m. to 8:00 p.m. daily. Entering the Pool facilities during the closed hours will subject the Member to a warning or suspension of Pool privileges. Entering the Pool before or after hours without the approval of the Association or its Agents will be considered trespassing.
- (c) The Pool will be open the Saturday immediately preceding Memorial Day and close on Labor Day. Opening and closing dates may vary each year depending on weather.
- (d) No animals will be allowed in the Pool area with the exception of trained service dogs.
- (e) The Association is not responsible for lost or stolen items.
- (f) The Association is not responsible for any accident occurring within the Pool area.

12.6 Pool Rules. Additional rules and regulations may be posted in a conspicuous location at the Pool. The Association in all cases seeks Pool user cooperation in abiding by these rules to ensure the safety of all Pool users. The Managing Agent is empowered to make decisions, judgment calls and enforce the rules in an effort to maintain safety at the Pool.

- (a) The Managing Agent shall have jurisdiction over rule enforcement based on potential and preventable hazards and accidents. Any objection to the same by an Owner shall occur per the Enforcement Policy.
- (b) No running is allowed within the Pool area.
- (c) Food and drinks are allowed in the Pool area with the exception of any glass containers.

- (d) All swimmers must wear property swimming attire at all times. Cut off pants are not permitted. All children under 3 years old whom are not potty trained must wear approved swim diapers in the Pool.
- (e) No spitting while in the Pool or on the Pool deck.
- (f) No flips, twists, cannonballs, can-openers, back dives, back jumps, or any other unsafe entry into the water will be allowed.
- (g) Diving into the Pool is prohibited at all times.
- (h) Showers are recommended before entering the Pool in accordance with Colorado State law.
- (i) Inflatable beach balls, flotation devises and other items designed for community swimming pools are allowed. Swimming pool play items should not interfere with the use or enjoyment of the Pool by others.
- (j) Smoking is prohibited at the Pool and on all Common areas of the Reserve.
- (k) Children (under 16) must be supervised at all times by a responsible adult.
- (l) Community members may not reserve lawn chairs by leaving personal items on the chairs unless they expect to return promptly.
- (m) During inclement weather, use reasonable caution. If lightening or thunder is apparent, please vacate the Pool immediately.
- (n) Any swimmer that is dependent upon a floatation device must be accompanied (in the water) by an adult at least 18 years of age or by a certified swim instructor that can provide rescue if necessary.

12.7 Code of Conduct. The following are strictly prohibited.

- (a) Threatening profane, indecent, coercive or disrespectful actions, gestures, words or language to the Managing Agent, their Agents, fellow Residents or Guests;
- (b) Fighting (verbal or physical), scuffling or horseplay within the Pool area;
- (c) Illegal drugs within the Pool area;

- (d) Smoking within the Pool area and on all Common areas of the Reserve;
- (e) Unacceptable loitering within the Pool area;
- (f) Violation of dress;
- (g) Failing to obey any directive given by Managing Agent or their Agent in accordance with the Rules and Regulations;
- (h) Theft or attempt to remove equipment or items belonging to the Association, Residents or Guests;
- (i) Damage or vandalism to Pool equipment or facility;
- (j) Failure to obey posted safety rules;
- (k) Committing illegal or criminal acts in violation of state, local or federal laws or regulations; and
- (l) Action or activities that are not respectful of the well-being of other persons and/or property.
- (m) Glass containers of any kind.

Article XIII.
CLUBHOUSE

13.0 Reserving the Clubhouse by HOA Members.

- (a) Application for a reservation may not be made more than three (3) months prior to the requested date. The rental fee shall be included with application. Rental fee shall be \$100.00 with a \$350.00 refundable deposit. Rental fees for events for more than 20 people will increase and must be reviewed by the Board. Make checks payable to The Reserve Association (one check for the rental fee and a separate check for the deposit) and mail or deliver in person to the Managing Agent.
- (b) A “Clubhouse Rental Agreement” must be completed, signed and returned to the Managing Agent at the time of reservation.
- (c) The key to the Clubhouse will be available to the Applicant no later than 5:00 p.m. the night before the event and may be given earlier at the discretion of the Managing Agent.

(d) An Event Use Checklist will be provided with the key. This is to be completed, signed, and returned with the key to avoid additional charges.

(e) Owner is solely and fully liable for any Clubhouse event Owner hosts and shall indemnify and hold harmless the Association from the same.

(g) As determined by Eagle County Code, the Occupancy Load of the Clubhouse is 45 people at one given time.

13.1 Procedures During the Event.

(a) Events shall not begin before the time as specified in the Clubhouse Rental Agreement, except by prior consent of the Managing Agent; and shall terminate at the time specified in the Clubhouse Rental Agreement, but no later than 11:00 p.m.

(b) The Applicant reserving the Clubhouse must be in attendance at all times during the event. The Applicant is responsible for the conduct of all guests.

(c) All vehicles must be properly parked in the upper paved lot. Improperly parked vehicles may be towed at the owner's expense.

(d) The swimming pool and pool deck area are for The Reserve community and cannot be reserved as part of the Clubhouse function. Swimming attire is not allowed at any time in the Clubhouse.

(e) Under no circumstances shall alcoholic beverages be sold at events. The Applicant is responsible for preventing service of alcoholic beverages to minors. Applicant shall indemnify hold the Association harmless from any and all liability or damage resulting from service of alcohol at a Clubhouse event.

(f) Association can require Owner to procure insurance coverage for a Clubhouse event with Association named as an additional insured.

(g) No smoking is allowed within the Clubhouse and on all Common areas of the Reserve.

(h) Doors and windows are to be kept closed when the heat or air conditioning is in use.

13.2 Procedures at the Conclusion of the Event. The Event Use Checklist shall be completed and returned with the key within 48 hours of the conclusion of the event to the Managing Agent.

13.3 Procedures Following the Event.

(a) Cleaning the Clubhouse is the responsibility of the Applicant and shall be completed no later than the date and time indicated in the Clubhouse Rental Agreement. An authorized representative of the Association will inspect the premises for violations and review the completed Checklist. Non-compliance with any of the Checklist items will result in billing the Applicant to have the items satisfactorily completed and/or forfeiting all or part of the security deposit.

(b) The Applicant reserving the Clubhouse is responsible for payment or replacement cost for all items damaged or lost as a result of, or occasioned by the Applicant's use of the property. This may result in forfeiting of the security deposit or a special assessment by the Executive Board including any costs of collection and legal fees.

13.4 General Rules.

(a) The Executive Board may sponsor The Reserve community events on dates not booked by private events at no fee. In the event damage occurs at a community-sponsored event, the person or persons causing the damage will be held responsible for the repairs.

(b) An individual may be denied use of the Clubhouse for the following reasons:

- i. History of negligence concerning Clubhouse rules, policies, or procedures;
- ii. Other reasons deemed substantial by the Executive Board; and
- iii. The Executive Board may suspend a Member from use of the Clubhouse if the Members Association Assessment (dues) is not current.

(c) The Managing Agent will inspect the Clubhouse and insure that the Checklist has been satisfactorily completed by the Applicant prior to the returning of any deposits. The Managing Agent shall report all infractions to the Executive Board.

(d) Contact McNeill Property Management to schedule an event at the Clubhouse.

McNeill Property Management, Inc.
2077 N Frontage Road Suite D
Vail, CO 81657
(970) 479-6047
dan@mcneillinc.com

ARTICLE XIV.
DEFINITIONS

14.0 Definitions Same as Bylaws and Declaration. All terms utilized herein shall be the same as defined in the Declaration, and Bylaws and the Colorado Common Interest Ownership Act at C.R.S. §38-33.3-101 et seq. (“Act”) unless otherwise specified herein.

14.1 The Reserve. For the purposes of these Rules, the term “The Reserve” shall mean the entirety of The Reserve Project as described in the Declaration, including, but not limited to, any Common Elements, Lots and/or Units thereon.

14.2 Enforcement Policy. The Association has adopted a Policy Regarding Enforcement of Rules pursuant to C.R.S. §38-33.3-209.5. The Enforcement Policy shall govern in regard to enforcement of these Rules and Regulations except where alternative enforcement provisions are provided for herein for a specific enforcement issue. Additionally, if there are alternative fine structures provided for herein than as set forth generally in the Enforcement Policy, said fine structure shall govern, but the right to an impartial hearing and the procedures set forth in the Enforcement Policy in that regard shall still govern.

14.3 Governing Documents. For the purposes of these Rules, the term “Governing Documents” shall mean and include the Association’s Declaration, Bylaws, Polices, Procedures, Rules and Regulations including the Responsible Governance Policies required by CCIOA at C.R.S. 38-33.3-209.5 and any amendments or modifications thereto.

14.4 Guest. For purposes of these Rules, the term “Guest” shall collectively mean any individual who is present at The Reserve at the express or implied invitation of an Owner including, without limitation, agents, business invitees, clients, customers, contractors, employees, friends, acquaintances, family, relatives, renters, lessees, or tenants of Owner or any person other than an Owner.

14.5 Unit. For the purposes of these Rules, the term “Unit” shall have the same meaning as set forth in the Declaration, which includes, but is not limited to, a physical portion of the common interest community that is designated for separate ownership or occupancy and often has an identifying number.

14.6 Owner. For the purposes of the these Rules, the term “Owner” shall have the same meaning as set forth in the Declaration, which includes, but is not limited to, any Person or Persons owning a Unit in fee simple. The term “Owner” has the same meaning as the term “Unit Owner” as defined and as used in the Act.

14.7 Executive Board. The Board of Directors of the Reserve.

Article XV.
MISCELLANEOUS PROVISIONS

15.0 Violations Deemed a Nuisance. Every violation of any part of the Association's Governing Documents is deemed to be a nuisance and is subject to all of the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law and equity against anyone in violation is available. .

15.1 Compliance. Each Owner or other occupant or user of any part of The Reserve shall comply with all provisions of the Association's Governing Documents.

15.2 Failure to Comply. Failure to comply with the Association's Governing Documents is grounds for an action to recover damages and/or equitable relief.

15.3 Who May Enforce. Any action to enforce the Association's Governing Documents may only be brought by the Association, the Executive Board or the Managing Agent in the name of the Association on behalf of the Owners.

15.4 Non-exclusive Remedies. The remedies set forth herein are cumulative and non-exclusive.

15.5 No Waiver. Failure of the Executive Board, Managing Agent or the Association or aggrieved Owner to enforce the Association's Governing Documents shall not be deemed a continuing waiver of the right to later Common Elements strict compliance or a waiver as to any subsequent violations or the right to enforce any other part of the Association's Governing Documents at any future time.

15.6 No Liability. No Member of the Executive Board or the Managing Agent or any Owner shall be liable to any other Owner for the failure to enforce any of the Association's Governing Documents at any time.

15.7 Recovery of Costs. If legal assistance is obtained by the Association to enforce any provisions of the Association's Governing Documents or with any legal claim, whether or not suit is brought, for damages or enforcement or interpretation of the Association's Governing Documents, or the restraint of an actual or potential violation of the Association's Governing Documents, the Association shall be entitled to recover all attorney's fees and costs so incurred from the person(s) whose actions or inactions violated the Association's Governing Documents.

15.8 Complaints. Any complaint or objection by an Owner or Guest must be submitted in writing to the Association or Managing Agent in order to be considered by the Association.

15.9 Variances. The Executive Board of Directors will consider requests for variances or special exceptions to any of these Rules and Regulations on an individual basis. No variance will be approved while outstanding or ongoing violations exist or if Assessments

for the Unit are past due. All requests for variances must be submitted in writing to the Association c/o McNeill Property Management, 2077 N. Frontage Rd., Suite D, Vail, CO 81657 or dan@mcneillinc.com.

15.10 Modification of Rules. The Executive Board is granted the right to amend, add to, delete, or otherwise modify these Rules from time to time without obtaining additional consent of the Association's Members.

The Reserve on the Eagle River Condominium Association Amended and Restated Rules and Regulations are adopted as of _____, 2018.

THE RESERVE ON THE EAGLE RIVER EXECUTIVE BOARD

By _____

By _____

By _____