

Sunridge at Avon II

Rules and Regulations

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Rules and Regulations

Pursuant to Article III, Section 2 of the Declaration of Condominium for Sunridge at Avon II (“Declaration”) and the Bylaws, the Board of Directors (“Board”) of the Sunridge at Avon II Condominium Association (“Association”) has adopted the following Rules and Regulations to govern the use and enjoyment of the Sunridge at Avon II Condominiums (“Project”). The word “Project” includes all Condominium Units and the general common elements. All Owners, guests, members of Owner’s family, servants, employees, invitees, tenants (lessees), and licensees (collectively known as “Occupant”) are subject to and shall adhere to these Rules and Regulations. The Board desires to insure the highest possible standard of living experience within the Project. In order to accomplish that objective, the Board must have cooperation of all Occupants.

1. USE RESTRICTIONS

- a. **Project and Units.** The Project shall be used only for residential purposes and for services, activities, and recreation in conjunction with such residential use. No business activities of any kind whatsoever shall be conducted in any Unit, or in any portion of the General Common Elements except as lodging on a lease or rental basis. The Association or any Association designated condominium rental office may conduct reasonable business activities on the Property.
- b. **Common Areas.** Common areas (landscaped areas, parking areas, sidewalks, and hallways) are for use by any occupants. Any common sidewalks, driveways, entrances, or passageways shall not be obstructed or used for any other purpose than ingress to and egress from the Units, nor shall these be used as play areas. There shall be no loitering, disruptive behavior, excessive noise, or consumption of alcoholic beverages. There shall be no smoking of tobacco inside or within 25 feet of an entryway or common areas of the buildings. No Occupant shall place on, or remove from the Project grounds, plants of any description without the prior consent of the Board of Directors. External water faucets and electrical outlets located in common hallways are for exclusive use of designated maintenance personnel and are not to be used by Occupants of the Project. Each owner shall be responsible for the conduct of the Occupants of their units, including costs incurred from policing, clean up, repair, and incidental charges.

2. LEASE REQUIREMENTS

- a. Any owner of a condominium unit shall have the right to lease his condominium Unit upon such terms and conditions as he may deem advisable subject to the following. Any lease shall be written and shall provide, in writing that the lease is subject to the terms of the Declaration, the Articles of Incorporation, Bylaws of the Association, and the Rules and Regulations. Every lease shall provide that only an entire condominium unit may be leased and no parking space may be leased separately. The owner of the unit is responsible that their tenants are provided with a copy of the Rules and Regulations and any amendments that may be adopted. Tenants will comply with the Rules and Regulations. Every lease shall provide that any failure of a lessee to comply with the terms of the Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations shall be a material default under the lease enforceable by the Association or its managing agent.
- b. Each owner who leases their unit is responsible for informing the tenant of the Rules and Regulations. Owners shall be responsible for any costs incurred by the Association due to the conduct of their tenants. Owners shall provide the Management Company with a copy of any current leases upon demand to the Board of Directors.
- c. The maximum number of occupants (including guests) is four in a two bedroom Unit and six in a three bedroom Unit. Complaints concerning occupancy violations shall be forwarded to the owner. After (30) days, the Project management shall post a written 24-hour notice of safety inspection on the door of the unit and, at the expense of the unit Owner , conduct a physical inspection of the unit for safety and water usage violations.

3. INSURANCE

- a. Nothing shall be done within the Project which might result in the increase in the premiums or possible cancellation of insurance obtained by the Association for any portion of the Project.

b. Owners shall notify the Association in the event of an insurance claim. No Owner shall contact the Association's insurance company directly.

4. WILLFUL AND NEGLIGENT ACTS: Costs incurred by the Association due to willful, negligent acts, or lack of action of any Occupant of a unit will be the responsibility of the Owner of the Unit. These costs may be assessed to the Owner as provided for in the Declarations Article VII, Section 6.

5. VIOLATION OF THE LAW: Nothing shall be done within the Project which would be in violation of any statute, rule, ordinance, regulation, permit, or validly imposed requirement of any governmental body. Each owner shall reimburse the Association for actual costs and expenses (including policing and Project Management response) caused by a violation of law by Occupants of the Owner's Unit.

6. PET RULES

- a. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or maintained within the Project. Dogs, cats, or other household pets not more than one per unit may be kept by an Owner of a Condominium Unit, provided that such Owner shall keep his pet on a leash when outside of his Condominium Unit, and shall abide by all governmental ordinances and laws. No tenant or guest of an Owner may keep a pet within the Project.
- b. Pet owners are to clean up after their pets and dispose of refuse in a suitable container.
- c. The Association of any Owner of a Condominium Unit may summon any appropriate authority, including the police, to enter the common elements, which includes, but is not limited to, any balcony, patio, or storage closet to remove any pet running at large.
- d. No pets shall be tethered to any portion of the general common elements.
- e. An owner whose pet is objectionable or repeatedly disturbs the tranquility of the Project may be fined as directed in the Condominium Declarations, Article VII, Section 5. The Board of Directors may require that a pet be permanently removed from the property, but only after an owner has been given notice and an opportunity for a hearing.
- f. An owner may be responsible for the costs associated with cleaning, repair, or policing the actions of their pet.
- g. Pet owners shall register their pets with the Management Company.

7. TRASH AND UNSIGHTLY USES: The Association has provided outside containers for trash. The containers are located adjacent to the parking area. All garbage shall be placed in sealed plastic bags, and all boxes must be broken down and disposed of in the garbage containers provided. No trash shall be brought in from off of the property. Any oversized items that cannot be conveniently placed in the dumpster require a special pickup. The Association's Management Company will arrange this for the requesting occupant and bill the additional charge to the Owner's account. No part of the common elements shall be used either for storage of personal property or for dumping of garbage, trash, or waste.

8. PATIOS AND BALCONIES

- a. No occupant shall store, display or dispose any items or material on any patio or balcony other than (1) outdoor furniture intended for use, (2) one grill as described under section 9, (3) no more than four bicycles, which cannot be hung or suspended, (4) flower pots and flower beds with drip catcher, (5) seasonal equipment stored in an organized matter that does not impact the "curb appeal" as viewed from 15 feet away from building.

- b. No fire wood shall be stored anyplace in the complex and no wood burning is allowed in the fireplaces.
 - c. No rugs, clothing, sheets or other materials shall be displayed, stored, dusted or hung for shading from any window, balcony, deck or patios.
 - d. Nothing shall be located or stored on the patios or balconies which would compromise or damage the structural integrity of the building.
 - e. Any item stored on the patio or balcony must not exceed the interior dimensions of the patio or balcony. No item shall be attached or hung from any rafter, beam or siding of the project. No flower pots or flower beds can be set on top of balcony railings unless secured and approved by the manager.
- 9. GRILLS:** Charcoal grills shall **NOT** be permitted on the Property. Propane or electric barbecue grills are allowed. A fire extinguisher of five pounds minimum capacity rated for Type A, B, or C fires shall be in each condominium unit with a grill. The Board of Directors may require the use of any additional safety features, which it deems necessary for the safe use of barbecue grills on balconies and patios, or it may prohibit their use in such areas.

10. PARKING AREA/VEHICLE RESTRICTIONS, REGISTRATION AND RULES

- a. Each condominium unit is provided with two undesignated parking spaces. All vehicles must have their valid vehicle license plate registered online with the HOA. No physical permits will be issued, and any previous permit is null and void. Only one online parking account per unit will be allowed.
- b. The board may elect to allow an additional permit based on the number of bedrooms and other factors to be considered. Additional permits can be revoked at any time with thirty-day notice.
- c. Motorcycles shall be counted as vehicles. The Association may designate areas in which motorcycles must be parked during the winter season from November 1 through April 1 of each year.
- d. The Association may provide designated guest parking areas in which all guests must park their vehicles. The Association may restrict guest parking at any time without notice. All guests' vehicles must be registered, and each unit shall have 10 guest nights per month that cannot be used by other units and is reset at the beginning of each month. Any abuse of guest parking will cause this privilege to be revoked at the discretion of the board.
- e. All vehicles must park with a visible, valid license plate (or temp tag) facing out (towards driving lane).
- f. No construction vehicles, no trucks, no commercial vehicles, and no recreational vehicles shall be stored or parked within the Project without the prior consent of the Management Company or the Board of Directors. Trucks include (but are not limited to): motor homes, motor coaches, buses, pickup trucks with campers, camping trailers, boat trailers, unlicensed vehicles, and trailers of any type. Commercial vehicles shall include any vehicle which bears any advertising including but not limited to company names and telephone numbers on the exterior of the vehicle. Any vehicle owned by the government shall not be considered a commercial vehicle.
- g. During the winter months all vehicles must be moved within 48 hours of every snow of more than 2 inches. Vehicles not moved in 48 hours will be tagged with a notice to move the vehicle.

Vehicle owner shall then have 24 hours to move the vehicle after it is tagged. You will be given 1 notice per winter. Failure to move your vehicle will result in towing, and or a fine.

- h. All vehicles shall be moved at least once per week.
- i. Vehicles shall not be driven on the lawns or in any area other than paved, designated parking areas as indicated by painted lines.
- j. The Board of Directors or the Management Company, at the Unit of vehicle Owner's expense, may tow or boot vehicles that are in violation of the parking rules. Any charges related to the towing, booting or management of a vehicle may be billed back to the owners account, at the board's discretion.

11. INOPERATIVE, UNUSED, UNREGISTERED, OR ABANDONED VEHICLES: No inoperative, unused, or abandoned vehicle shall be stored, parked, maintained, or kept upon any part of the Project. "Inoperative, abandoned, unregistered, or unused vehicle" shall mean any automobile, truck, motorcycle, motorbike, boat, trailer, camper, house trailer, or similar vehicle which is not currently licensed, is not insured, has broken windows, has flat tires, or is unable to move under its own propulsion. The Owner of the Unit who's Occupants are responsible for the abandoned vehicle will pay the towing, policing, or any other charges incurred by the Association because of an abandoned vehicle.

12. NO AUTOMOTIVE MAINTENANCE: No automotive maintenance shall be performed in any portion of the Project. The cost of repairs and/or fines may be imposed upon an Owner whose Unit is responsible for fluid leaks from automobiles.

13. EXTERIOR ALTERATIONS: Without prior written approval of the Association, no alterations may be done to the exterior of the buildings of any of the common elements of the Project. No modifications that penetrate walls or roof are permitted without the previous written consent of the Association.

14. RIGHT OF ENTRY: The Association through its duly authorized agents shall have the right of entry without request in the case of an emergency originating in or threatening a Unit, or in the case of circumstances existing within a Unit which may affect the health or well being of the Occupants or the Association. Occupants shall permit entry into a Unit upon request for the purpose of performing routine installations, alterations, repairs, or inspections. Such request shall be made in advance and at the convenience of the Occupant.

15. KEYS AND LOCKS: Each Owner shall at all times provide the Association or managing agent with keys to his Condominium Unit. In the event the lock to a Unit is changed, the Owner of that Unit shall provide the Association with the new key. Any Owner failing to abide by the provisions of this paragraph shall be liable for damage resulting directly or indirectly from the failure by the Association, in the event of an emergency or otherwise, to obtain entrance to that Owner's Unit. If an Owner fails to provide a key as provided herein, the Association shall not be liable for any damage suffered by a Unit in the event the Association deems it necessary to enter a Unit by force.

16. EXTERIOR DECORATION

- a. No Occupant subject to these rules shall hang from, drop from or affix to any window, door, or common element any sign or other item without the prior written approval of the Board of Directors.
- b. Window coverings must be appropriate for a family, residential neighborhood. That part of the window covering that is visible from the exterior of the buildings will be white or beige in color.
- c. If doormats that protrude into the hallways are used, they must be in good repair, not exceed 18 x 24 inches and remain flat at all times to prevent a tripping hazard.

17. SATELLITE DISHES

- a. All satellite dishes must have written approval from the Association's Management Company.
- b. Location of dish must be approved by manager.
- c. Cable must be black and secured with fasteners every three feet.
- d. Cable must be installed in such a manner that minimizes appearance and impact on buildings.
- e. Only one point of entry is allowed and should be through the lower portion of the sliding glass door frame.
- f. Any unauthorized or improper installation will receive notice to immediately remove or rectify.
- g. Unit owner will be billed for any costs related to improper or unauthorized satellite installations.

18. MAINTENANCE OF THE GENERAL COMMON ELEMENTS: Any occupant who observes a condition within the general common elements, which required Association maintenance, should report that condition to the Management Company. Any condition, which required emergency attention, should be reported immediately to the Management Company.

19. NOISE AND NUISANCES: All Occupants shall respect the peace and privacy of their neighbors. In no event shall any person play a musical instrument, vacuum, shout, operate audio equipment, or otherwise make excessive noise which may be heard outside the Occupant's Unit. A quiet time shall be observed between the hours of 10:00 PM and 8:00 AM.

20. PERSONAL PROPERTY: Any personal property which is left in any general common element may be presumed abandoned and will be disposed of by the Association at no liability to the Association.

21. ADDITIONAL RULES: Pursuant to the Declaration, the Board of Directors may make additional rules or amend these Rules and Regulations from time to time as the Board may deem necessary for the safety, care, cleanliness, and maintenance of the Condominium Project.

22. SAFETY

- a. Each Unit shall have a fire extinguisher, provided and maintained by the Owner.
- b. No hazardous, combustible, or flammable material shall be stored in a Unit or on the deck of patio or in the storage closet.
- c. No electrical extension cords are to be used in the Unit or on the patios or balconies.
- d. Fireworks are not permitted on the Project.
- e. All appliances in the Unit are to be properly maintained. The Owner shall be responsible for the maintenance and cleaning of all appliances within the Unit.

23. COOKING LARD: Lard is no longer an acceptable cooking product on the condominium premises. You cannot store it, use it, or have possession of it on the property.

- 24. INTERIOR REMODELS:** Interior remodels as defined by alterations made to, but not limited to, existing walls, floors, plumbing pipes, electrical wiring, or ceilings. All interior remodels must conform to Town of Avon building codes. Homeowners must obtain required permits and/or studies, and have the required inspections done. Alterations made within a Unit must not create an annoyance, nuisance, or disturb the tranquility of the neighborhood. Interior remodels must receive approval in writing from the Association. An application for approval will be provided. The board will not withhold permission unreasonably.
- 25. WATER LEAKS:** If negligent, all costs incurred from water leaks will be paid by the Owner of the Unit where the water leaks originate. The Association may assess an owner for costs incurred due to water leaks that originate in their unit, if the Board of Directors determine negligence.
- 26. Roof Access:** Roof access for all Sunridge buildings must be per the Roof Access Policy. Anyone not following this policy will be responsible for any damage to the roof.
- 27. RULE VIOLATIONS:** Any violation of these Rules and Regulations may be subject to a reasonable fine or penalty as determined by the Board of Directors after a notice and hearing. Violations may also be remedied by injunction or other remedies available as a matter of law. Fines shall be imposed as set forth in the Declarations.

28. NOTICE AND HEARING

- a. Project management shall post violations of the Rules and Regulations on the applicable Unit's door or vehicle or sent by mail, to the last known address of the Owner. Notice of violation shall be deemed received by the Owner upon delivery to the Owner's address as shown on the records of the Association's bookkeeping and accounting service unless Project management is otherwise notified by return mail.
- b. Owner may request a hearing concerning Rule violations. This request must be made in writing within 30 days of notification of violation. The request will be addressed to Avon Property Management.
- c. The Board may levy fines as is provided in Article VII of the Condominium Declarations.
- d. Fines and other charges including management or legal fees as provided for in the Condominium Declarations, which are not paid within 60 days, shall automatically constitute a lien against the Owner's Unit. The Association may at any time file a separate Notice of Lien with the County Land Records, a copy of which filed lien shall also be forwarded to the Owner.

28. ASSOCIATION MANAGEMENT COMPANY

Avon Property Management
PO Box 2388
Avon, CO 81620
970 – 949-1267

APPROVED THIS 30TH DAY OF SEPTEMBER, 2013, TO BE EFFECTIVE SEPTEMBER 30, 2013

SUNRIDGE AT AVON II CONDOMINIUM ASSOCIATION

signature on file

President