

**Beaver Bench Condominium
Owners Association
Rules and Regulations**

Revised and Adopted June 2014

Board of Directors

Angelo Loria, President

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Beaver Bench Condominiums

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Pursuant to the Declaration for Beaver Bench Condominiums (“Declaration”) and the Bylaws, the Board of Directors (“Board”) of the Beaver Bench Condominium Owners Association (“Association”) has adopted the following Rules and Regulations to govern the use and enjoyment of the Beaver Bench Condominiums (“Project”). The word “Project” includes all Condominiums units and the Common Elements. Every Owner, guest, members of Owner’s family, household employees, employees, invitees, tenants (Lessees), occupants and licensees (collectively known as “Occupants”) are subject to and shall adhere strictly 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 the cooperation of all Owners.

These Rules and Regulations have been adopted and implemented to protect each Owner’s investment, quality of enjoyment, regulate control relationships between Owners and resident or guests and to enhance the value of the Project. If you have any questions about these Rules and Regulations, or items not included, please contact our Association Manager or Board members for clarification. We sincerely hope your residence at Beaver Bench Condominiums will be a pleasant experience. These Rules and Regulations replace and supersede in their entirety the Rules and Regulations revised as of 1/12/2000.

1. **ADDITIONAL RULES:** The Beaver Bench Condominium Owners Association and its duly appointed Board of Directors reserves the right to make, amend and repeal these and such other Rules and Regulations, from time to time, as may be deemed necessary for the management, safety, care, and cleanliness of the premises, and for securing the comfort and convenience of all the occupants thereof. These Rules and Regulations are in addition to the Association’s responsible governance policies and procedures.
2. **USE RESTRICTIONS:**
 - A. **The Project and Units:** The Project shall be used only for residential purposes and for the services, activities and recreation in conjunction with such residential use. Business activities shall be limited to what is allowed as per Town of Avon Ordinance 17.08.360, in any unit, except as lodging on a lease or rental basis.
 - B. **Common Areas:** Common areas (Landscaped areas, parking areas, sidewalks and hallways) are for use by any Occupant. Any common sidewalks, driveways, entrances, or passageways shall not be obstructed, used for storage or used for any other purposes than ingress to and egress from the units, nor shall these be used as play areas. 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 the exclusive use of designated maintenance personnel and are not to be used by occupants of the project.
3. **COLLECTION PROCEDURES:** The Association has adopted The Resolution of the The Beaver Bench Condominium Association, Inc. Regarding Policy and Procedures for Collection of Unpaid Assessments (Collections Policy). See Policies adopted per SB-100 – Collection Policy. Copy can be found on Association web site: beaverbench.com.

4. LEASE REQUIREMENTS:

- A. It is the responsibility of all owners who lease their units to supply the Association management with a completed tenant information form, including name(s), address, car registration, and any other information reasonably requested by the Association or its agents, along with the signature page of these Rules and Regulations attached to the information form signed by the tenants. Failure to provide tenants a copy shall not extinguish a tenant's obligation to comply with these Rules and Regulations, nor the Associations right to enforce these rules.
- B. Copies of the Rules and Regulations may be obtained through the Associations management company or via the Association's web site: beaverbench.com.
- C. All adult occupants must sign the lease. All adult occupants must sign the attached Rules and Regulations signifying they have received a copy, understand it and agree to comply with the Beaver Bench Rules and regulations. Upon moving in a copy of signatures shall be delivered to the association manager.
- D. No more than four unrelated adults per unit may live in each condominium unit.
- E. **Subordination of Occupancies to the Declaration and These Rules and Regulations:** All leases or tenancies shall be subordinate to the Declaration, Articles of Incorporation, Bylaws and these and all other Rules and Regulations and Policies. Owners and their tenants acknowledge, understand and agree, by virtue of their occupancy of a Beaver Bench Condominium, that violation of the Declaration, Articles of Incorporation, Bylaws or these or any other Rules and Regulations or any amendments to these documents by a tenant is considered a substantial breach of the tenant's right to occupancy. Accordingly, the Association and its agents shall have the concurrent right to act as the Owner's agent, and in the Association's own behalf, to proceed to terminate the occupancy of and to evict the tenants in violation. All costs incurred by the Association, its agents or assignees for terminating the occupancy of and evicting the tenants shall be the responsibility of and an assessment against the Owner and the Owner's Unit.

5. **RULE VIOLATIONS – ENFORCEMENT:** Enforcement of these Rules and Regulations is delegated in part to the Association Manger pursuant to the Declaration of Condominium for Beaver Bench Condominium Owners Association. The Association Manager shall have no obligation to inform Owners, Tenants, or guest of these Rules and Regulations. Owners are responsible for informing their tenants and guest of these Rules and Regulations, and must include a copy of said Rules and Regulations as part of any leased unit.

The owner(s) and their tenants shall understand that violation of the Condominium Declaration or these Rules and Regulations by the Tenants may be considered a substantial breach of the tenants lease agreement. The owner gives the Association and its manager the irrevocable right to act as the owner's agent and proceed to terminate the lease and institute eviction proceedings. Generally tenant eviction proceedings will commence on the 4th violation. However, the Board of Directors reserves the right to judge all violations on a case by case basis and reserves the right to have tenants evicted prior to the 4th violation. Each Owner shall be personally liable for all fines assessed against him/her as well as all guest, residents, and tenants within Owner's unit.

SCHEDULE OF FINES:

- 1. First Infraction: Warning letter
- 2. Second Infraction: Minimum fine of \$25.00.
- 3. Third Infraction: Minimum fine of \$75.00.
- 4. Fourth infraction: Minimum fine of \$100.00

Please refer to Policy and Procedures for Covenant and Rule Enforcement.

Any unpaid fines shall be deemed to be assessments pursuant to the Declaration, and any delinquent Owner shall pay in addition to the assessments and late charge, including interest, all cost of collection including reasonable attorney’s fees and costs incurred by the Board in enforcing payment.

- 6. **RIGHT OF ENTRY:** The Association through its duly authorized agents shall have the right in 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 other occupants or the Association, to enter therein immediately without request. Upon request, occupants shall permit entry into a Unit for the purpose of performing routine installations, alterations, repairs, inspections to the mechanical, electrical or utility services, or routine safety inspections for the safety of properties, including Association required annual inspections and required Town of Avon maintenance inspections, or any inspection which if not performed would affect the use of other Units. Such request shall be made in advance for entry at a time convenient to the occupant and not less than 48 hours from time request is made.
- 7. **KEYS, LOCKS and Access:** Each Owner shall at all times provide the Association Manager with keys to his/her Unit. In the event the lock to a unit is changed, the Owner of that Unit shall forthwith provide the Association Manager with keys. Any Owner failing to abide by the provisions of this paragraph shall be solely liable for any damage resulting directly or indirectly from the inability of the Association to obtain entry to the Owner’s unit in the event of an emergency. In addition, if an Owner fails to provide a key herein, the Association shall not be liable for any damage suffered to a Unit in the event the Association deems it necessary in its discretion to enter a Unit by force. Yearly inspections are necessary for safety, insurance purposes and to abide by Town of Avon maintenance regulations, and the Association through its duly authorized agents shall have the right to inspect any Unit on an annual basis with notice to Owner.
- 8. **INSURANCE:** Nothing shall be done within the Project which might result in an increase in the premiums of insurance obtained by the Association for any portion of the project, or which might cause cancellation of such insurance. The Association shall maintain, to the extent available, the insurance set forth in the Declarations for Beaver Bench Condominium Owners Association and as required by law. This insurance does not cover the personal property or furnishings of any occupant nor any fixtures within the Units. Owners are required to adequately insure personal property, furnishings, contents, fixtures, and improvement and betterments to the Unit.

Every Unit Owner shall obtain and maintain comprehensive general liability insurance satisfactory to the Association, which shall include, at minimum the following:

- a. Comprehensive general liability insurance in an occurrence format in an amount of \$500,000 per occurrence, including the following coverage; damage and/or destruction caused to the Common

Elements, another Unit, or persons within the Owner's Unit, or another Owner(s) Unit, personal injury, broad form property damage and independent contractor insurance.

- b. The Insurance policy obtained by the Unit Owners shall be primary coverage and shall not conflict with the master policy of the Association.
- c. The Association's master insurance policy shall be secondary and subordinate to the Unit Owners comprehensive general liability insurance.
- d. Such policies shall include a provision requiring a minimum of 30 days notice to the Association of any change or cancellation.
- e. The Association shall be named as additional named insured as its interests may appear on the policies listed in this paragraph.

In the event Unit Owner(s) do not carry insurance satisfactory to the Association, the Association may pay for such insurance and bill the Unit Owner(s) the cost of such insurance as an assessment. Unit Owners agree to provide the Association with certificates of insurance evidencing the policies listed herein while a Unit Owner of the Association. Owners shall provide the Association management with a copy of the insurance policy within 30 days of receipt of these rules and regulations or within 30 days of closing on the property. Owners who fail to forward a copy of the insurance policy to the Association management may be fined per the Policy and Procedures for Covenant and Rule Enforcement.

- 9. **ACTS OF OWNERS AND OCCUPANTS:** In the event that the need for maintenance, repair, or replacement of any of the Common Elements, or any portion thereof, or of another Unit or Units is caused or otherwise occurs through the misconduct of an Owner, whether by negligence, willful act or omission, by accident, or otherwise, or any other conduct of Owner, or of Owner's agents, employees, guests, customers, or invitees, including but not limited to, damage from water overflowing from a tub, hot water leaks, or water damage from a washing machine or hose, then the expenses, costs and fees incurred by the Association for such maintenance, repair or replacement shall be a personal obligation of such Owner, and if not repaid to the Association within thirty (30) days after the Association shall have given notice to the Owner of such expenses, costs, and fees, then the failure to so repay shall be a default by the Owner under the provisions of the Declaration, and such expenses, costs and fees shall automatically become a default assessment determined and levied against such Unit, and the Association may proceed in accordance with the applicable provisions for collection of assessment as provided in the Declaration.
- 10. **VIOLATIONS OF LAW:** Nothing shall be done within the Project which would be in violation of any statute, rule, ordinance, regulation, permit, or validity imposed requirement of any governmental body.
- 11. **NOISE, DISTURBNCES AND NUISANCE: Quiet hours are: 10:00 p.m. to 8:00a.m.** The condominium buildings contain limited sound proofing. All Owners, Occupants and Tenants shall respect the rights of their neighbors and keep the sound level to a MINIMUM. The volume of stereos, musical instruments and voices shall be reduced at all times and be kept at a sound level which avoids disturbances to others. As a general rule: noise, music, voices and/or entertainment shall be considered too loud, regardless of hour of day , if anyone complains about noise level or if the noise level is audible from outside a building or on a sidewalk. No Owner shall make or permit any disturbing noises in any building or in their unit, by himself, family, friends, invitees, or tenants. Nor shall any Owner or guest of an Owner do or permit anything to be done that will interfere with the rights, comforts or convenience of other Owners. Additionally, the managing agent may use its reasonable discretion to determine what is and what is not, appropriate noise levels. No

activity shall be conducted on any part of the Common Elements which is or might be unsafe or hazardous to any persons.

The management reserves the right to report to the Avon Police Department any violation of this rule. The Association has the discretion to enforce any violation of this rule, including without limitation to seek damages if necessary.

12. **PATIOS AND DECKS:** As a Limited Common Element these are restricted to the use and enjoyment of the current Owner or Occupant of the appurtenant unit, his/her family and invited guests.

A. No Occupant shall store, display or dispose of any items or material on any patio or balcony other than:

1. Outdoor furniture intended for use thereon. Outdoor furniture is defined as furniture constructed and intended for outdoor use. The outdoor furniture should be in good repair and of appropriate scale. Such furniture is typically constructed of plastic, treated wood, or wrought iron. No furniture constructed and / or intended for indoor use shall be considered outdoor furniture. Upholstered indoor couches, plastic boxes, salvaged materials, rocks, and logs are examples of items which are not considered outdoor furniture. The Board of Directors reserves the right to judge the suitability of questionable furniture.
2. One 24"x 15" X 15" (54 quart) cooler may be kept on the patios/balconies.
3. One storage cabinet of a maximum size of 128 cubic feet or 2 cabinets whose total shall not exceed the 128 cubic feet may be kept on the patios/balconies. Such storage cabinets shall be constructed of plastic or resin, be grey or beige in color (color matching siding is preferred), have no more than 1 accent color, and door(s) with hinges and closing components that will keep doors closed. All cabinets must have approval from the Board of Directors before being placed on patios/decks. The Board of Directors reserves the right to deny placement and /or removal of any storage cabinet which does not comply with the basic conditions outline herein or which is deemed objectionable.
4. Hummingbird feeders may be placed on the patios/balconies, providing that no damage is done to the building exterior and that the feed solution does not drip onto the building exterior or the downstairs unit.
5. One grill either gas or electric only. If a grill is to be used, a fire extinguisher of 5 lbs minimum capacity and rated A.B.C. fires must be kept in the unit. No charcoal grills shall be permitted on the complex. Charcoal grills will be removed by the association manager or the Town of Avon in accordance with the Town of Avon ordinance 929, Section 15.32.230, and violators will be prosecuted.
6. **Grills in use must be placed at minimum 2 feet from any walls.** Failure to do so could result in melting of vinyl siding. Damage to exterior walls caused by negligent practices will be repaired by the association and all charges for exterior repair will be billed to the unit owner.
7. Bicycles may be stored on the decks and patios. However, there shall be no more than two (2) bikes per bedroom. Nothing shall be suspended from patio/deck ceilings, including bikes, flower planters, satellite dishes or bird feeders. Such action damages the plastic siding and soffit materials. No Motorized vehicles can be stored.
8. Flower pots , hanging flower pots, and planter boxes shall be allowed on decks and patios providing they contain live flower plant material, are equipped with drip pans, are of appropriate size and do not damage the exterior of the building or patio/deck ceiling materials.

All damage resulting from these items to association property will be repaired by the association and charged to the unit owner. If boxes/planters are used on a balcony, it should be done so that their use does not negatively impact the patio below (be considerate to your neighbor).

9. Wind chimes, tires, car or truck parts, sports equipment, kayaks, skis, snowboards, paddle boards, construction equipment and recycle bins etc. are not allowed.
- B. No additional lighting, satellite dishes, or any other electrical devices shall be installed on any patio or balcony except with the written permission of the Association. In addition to any other remedy or fine available to the Association, the Association or its manager may confiscate any devices in violation.
- C. Each Owner and/or tenant is responsible for the removal of snow from their appurtenant decks. Failure to do so may result in the Association Manager removing the snow without notice to the unit Owner and billing said Owner for work done.

13. EXTERIOR DECORATIONS:

- A. No person shall hang, 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 to the extent permitted by law.
- B. Window coverings must be designed for window use and have be solid in color wood or neutral, beige, or white backing. Coverings may not have patterns or prints or be in bright colors.
- C. No person shall alter landscaping on any common element area.

- 14. EXTERIOR ALTERATIONS:** Without the prior written approval of the Board, no exterior television or other antenna of any sort shall be placed, allowed or maintained upon any portion of the General Common Elements. No work of any kind shall be done upon exterior building walls, the hallways or upon the general or limited common areas without prior consent of the Board. No Owner or tenant shall install wiring for electricity, satellite dish, cable TV, or telephone/fax on the exterior of the building without prior consent of the Board. No television or radio antennae, machines, or air conditioning unit be installed on the exterior of the project, nor shall any modification that penetrates the walls or the roof of the condominium be constructed, except as may be approved, in writing by the Association.

Satellite Dishes:

1. Owners and Tenants must have written permission from the Board prior to installing a satellite dish.
2. Tenants must have written permission from the owner of the unit. At the time the request to the Board is made applicant must furnish written proof to the Board of Directors of unit owner's authorization.
3. Rough sketch showing proposed installation location, cable routing, materials, paint color, and indicating method of attachment must accompany the approval request.
4. The Board of Directors of the Beaver Bench Association must approve the proposed location of all satellite dishes.
5. No dish may be attached to common area siding or roof. Any damage to the building resulting from non-approved installations will be repaired and charges for each repair will be billed to the unit owner.
6. Any unused or disconnected dishes must be removed by the owner at the owner's expense. If not removed, the Association will remove the dish and bill the owner \$100.

15. PARKING; VEHICLE RESTRICTIONS AND RULES:

- A. All resident's vehicles must be registered with the Association Manager.
- B. The Association will provide each condominium unit with two un-designated parking spaces per unit. Any vehicle using the undesignated parking spaces shall display a parking permit.
- C. The Association shall issue two parking permits per unit. An additional parking permit can be issued to any 3 bedroom unit requesting such for an occupant of that unit.
- D. Any two, three or 4 wheel motorized vehicle shall be deemed a motorized vehicle requiring a parking permit.
- E. All guests must be registered with the Association by calling AAA Booting at (970) 376-4977. Guests shall also display a note as to which unit they are visiting and their phone number. Guests can stay a maximum of two weeks; after two weeks they will need to purchase a parking permit.
- F. In the case of extended vacations, notify Association Manager and arrange for someone to move your car during snow days or during vacation periods.
- G. All parking shall be in designated areas only; no vehicle shall park on the grass or on a street or access road, except for emergency vehicles and only to the extent required by law. Failure to do so may result in towing of the vehicle, and/or fine. The Association may designate a motorcycle parking area for all motorized 2 or 3 wheel vehicles.
- H. No automotive maintenance shall be performed in any portion of the Project. Owners of vehicles which have leaks of oil, fuel, or other fluids which cause damage to the property shall be subject to fines and any expenses related to cleanup.
- I. No vehicles other than passenger cars, pickup trucks, vans and motorcycles may be parked or stored anywhere on the project, except for emergency vehicles and only to the extent required by law.
- J. No large trucks, commercial vehicles, passenger carrying vans, any type of trailer, camper, boats, or recreational vehicles will be allowed anywhere on the project, except for emergency vehicles and only to the extent required by law. Any vehicle in violation may be subject to booting, immediate towing, and/or fines at the owner's expense.
- K. Small commercial vehicles must have Association approval. These vehicles will be included in the number of vehicles allowed per unit.
- L. No inoperative, uninsured, unlicensed, or abandoned vehicles may be stored, parked, or maintained upon any part of the Project at any time. Any vehicle in violation will be subject to towing, and/or a fine at owner's expense. Inoperative, abandoned or unused vehicle shall mean "any automobile, truck, motorcycle, motorbike, boat, trailer, camper, house-trailer, or similar vehicle which has not been driven under its own propulsion or has not been moved out of the Community for a period of over two (2) weeks or longer, or which does not have an operable propulsion system. In the event the Association shall determine that the vehicle is an abandoned or inoperable vehicle, then a written notice describing the vehicle shall be personally delivered to the unit owner thereof if known, or shall be conspicuously placed upon the vehicle. If the vehicle is not then removed within twenty-four (24) hours of such notice, the Association shall have the right to remove the vehicle and the vehicle owner shall be responsible for all towing and storage charges. Exemption from this two (2) week provision (for the purpose of keeping a vehicle within the property during vacation periods), may be applied for by an Owner by written request by such Owner (or by a tenant and Owner, jointly, if applicable) to the Association. No request for exemption shall be deemed granted in the absence of written approval thereof by the Association.

- M. During the winter months all vehicles must be moved within 24 hours of every snow of more than 3 inches. Any issue arising with compliance to this rule should be addressed with the Association Manager and AAA Booting.
- N. The parking lot is for vehicles that are being used. No vehicle shall be stored or parked in the same parking space in excess of 7 consecutive days. No vehicles may be kept with a tarp or other covering.
- O. Additional parking permits may be supplied at the discretion of the Board for a fee of \$50 per month.

16. **PET RULES**

- 1. Owners and tenants are allowed to keep dogs, cats, caged small birds and 10 gallon or smaller fish tanks on the complex provided they are registered with the Property Manager. No more than 2 pets per unit are allowed.
- 2. Owners shall abide by all governmental ordinances and laws. The Association, or any Owner of a condominium unit may summon any appropriate authority, including police to enter the Common Elements to remove any pet running at large
- 3. Dog Specific Rules and Regulations.
 - a. All dogs on property must be wearing tag proof of rabies vaccine on their collar.
 - b. Outside of units, occupants shall keep his/her pet on a leash (or voice and sight command.)
 - c. Pets may not be kept tethered unattended anywhere on the grounds, including decks and patios. Any pet found loose on the property will be removed by the Avon, or Eagle County animal authorities.
 - d. Pet owners shall clean up after their pets and dispose of the waste in a suitable container immediately. Any dog waste is your responsibility to clean up.
 - e. Any pet which in the opinion of the Board of Directors causes a repeated disturbance, or is objectionable in any way shall be removed from the project permanently upon seven (7) days written notice to the pets' owner and the opportunity to be heard. Any dog deemed vicious or aggressive shall at the direction of the Board be removed from the complex within 24 hours.

No animals, livestock, or poultry of any kind shall be raised, bred, kept or maintained within the complex. Owners shall abide by all governmental ordinances and laws as described in the Town of Avon ordinance Section 6.04.

- 17. **TRASH:** The Association may provide garbage and recycling receptacles for your convenience. The container is located adjacent to the parking areas. All garbage and loose papers must be disposed of in closed plastic bags. Boxes and other bulky items should be flattened. All disposed items must be put into the container provided. Nothing is to be left on the grounds or in any common areas. In addition, it is illegal to dispose of hazardous materials in the dumpster areas (oil, tires, batteries, etc.) Such materials will be disposed of at the Unit Owners' or tenants' expense. Any broken or abandoned appliances, including but not limited to refrigerators, dishwashers, water heaters, sofa beds, etc must be disposed of at the Owners/tenants' costs, and not placed in the trash area. At the occupants' request, the Association management will arrange pickup for these items at the Owners' expense.

- 18. **RECREATION AREAS:** Recreation areas are for the use of all Owners and tenants, and are to be kept clean and free of debris.

19. SAFETY:

1. Each unit shall have a fire extinguisher, provided by and maintained, (as needed but no less than annually) by the Owner, and may be inspected by the Association Manager on a yearly basis.
2. All Units shall have a working smoke detector that may be inspected annually by the Association Manager and repaired if necessary at the Owner's expense.
3. No hazardous or combustible material shall be stored in a Unit or on a deck or patio or in a storage closet.
4. No electrical extension cords are to be used on the patios, decks or parking lots.
5. Fireworks are not permitted on the Project grounds.
6. All appliances must be in good working order and properly maintained.
7. Units must be kept at a minimum temperature of 50 degrees Fahrenheit even while unoccupied.
8. No illegal drugs are allowed on the property. Compliance with all municipal and state laws is required.

20. ARCHITECTURAL CHANGES TO UNIT INTERIORS:

1. Any changes to the exterior or interior of the building or unit must be approved in advance by the Board of Directors or the Architectural Review Committee as designated by the Board.
2. Use of water beds is prohibited on the complex.

21. CHILDREN: Parents at all times shall be responsible for the conduct of their children while on the property.

22. PERSONAL PROPERTY: Personal property shall not be left or stored in any common area. Any such property shall be presumed to be abandoned. The Association assumes no liability for any loss, nor damage to articles stored in any common areas. Any property deemed abandoned, shall after reasonable measures are taken to identify owners, be disposed of.

23. MAINTENANCE OF COMMON AREAS: Any Owner or tenant who observes any condition in the Common Areas that requires Association maintenance should report that condition to the Management Office during office hours. Any condition that requires emergency attention should be reported immediately to Management.

24. Responsible Governance Policies Adopted by Beaver Bench Board of Directors. The following responsible governance policies have been adopted by the Board and apply to and govern the Project, the Association and the owners.

1. Conduct of Meetings Policy
2. Investment of Reserves Policy
3. Board Member Conflict of Interest Policy
4. Covenant and Rule Enforcement
5. Collection of Unpaid Assessments Policy
6. Inspection and Copying of Association Records
7. Adoption of Policies, Procedures and Rules

