

RULES AND REGULATIONS  
OF  
MEADOW CREEK CONDOMINIUM ASSOCIATION  
Revised 9/8/08

GENERAL

1. Meadow Creek Condominium Association, a Colorado not-for-profit corporation, (“Association”), acting through its Board of Directors, has adopted the following Rules and Regulations (“Regulations). These Regulations may be amended from time to time by resolution of the Board of Directors.
2. The definition set forth in the Condominium Declaration for Meadow Creek Condominiums are hereby incorporated herein. Wherever in these Regulations reference is made to “unit owner” or “unit owners,” such term shall apply to the owner or owners of any condominium unit. Wherever in these Regulations reference is made to “unit occupants,” such term shall apply to the unit owners, whether or not in residence, to such unit owners’ family, tenants, servants, employees, agents, visitors and to any guests, invitees or licensees of such unit owners, and the unit owners’ family and tenants. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and the managing agent when the managing agent is acting on behalf of the Association.
3. The unit occupants shall comply with all the Regulations hereinafter set forth governing the use of the common elements and units, and it shall be the sole responsibility of the unit owners to insure such compliance by all unit occupants. Unit owners are entitled to one written notice of a violation before any fines are assessed. Written notices shall be sent to the unit owners by U. S. certified mail or email, return receipt requested to the last known address or email address provided by the unit owners to the Association. Delivery of the written notice shall be deemed provided upon deposit of the notice with the U.S. Postal Service or the sending of the email. The continued violation of any of the Regulations by unit occupants thirty (30) calendar days after delivery of the written notice will result in the unit owner being fined \$100.00. The Association will take the necessary action to correct the violation, including hiring an outside contractor to effect such correction and billing the unit owner for the repair/replacement/removal of objects etc. The unit owner will be responsible for any additional damages, if applicable, attorney fees and other costs incurred by the Association as a result of said violation. Any repeated violation of the Regulations for the same reason after the imposition of the initial fine as set forth

above, may, in the sole discretion of a majority of the Board, result in the fine being increased up to a maximum of \$1000.00 per month. Fines shall bear interest at the rate of 18% per annum until paid.

4. Unit owners shall have the right to lease their unit upon such terms and conditions as such unit owners deems advisable, subject to the following:
  - a. All Leases shall be subject to the terms of the Declarations of the Condominiums, the Articles of Incorporation and Bylaws of the Association, and these Regulations. The unit owners shall provide tenant with a copy of the Regulations of Meadow Creek Condominium Association prior to or at the time of execution of the lease.
  - b. No carport or parking space may be leased separately from a unit.
  - c. All leases shall provide that failure to comply with the terms of the Declaration, Articles of Incorporation, Bylaws or these regulations shall be a material default under the lease. An action for default, including, but not limited to, a FED action pursuant to C.R.S., Section 13-40-101 et. seq., may be brought by the unit owners or by the Association in the Association's name or in the name of the unit owners. All unit owners shall keep on file at the offices of the Association, a copy of the current lease between such unit owners and their tenant as well as the tenant's phone number and permanent mailing address and a copy of the current Regulations acknowledged by the tenant and stating that the tenant has read the Regulations and agrees to abide thereby.

#### RESTRICTIONS ON USE

5. No part of a unit shall be used for any purpose except housing, in accordance with Town of Vail ordinances and by the number of persons for which a unit was designed.
6. There shall be no obstruction of the common elements. Outdoor furniture and **one propane or natural gas barbeque grill**, in reasonably good condition, neatly kept plants/flowerpots and bird feeders, and firewood, not to exceed one cord, may be kept on the deck adjoining the unit. **Charcoal grills are not permitted for fire hazard and insurance reasons.**
7. Nothing shall be done or kept in any unit or on the common elements which might increase the rate of insurance for the common elements. Unit owners shall not permit anything to be done or kept in any unit or on the common elements which will result in the cancellation of insurance on any unit or the common elements or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material shall be kept in

- any unit or on the common elements. No waste shall be committed on the common element.
8. All garbage and trash must be placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere on any common element.
  9. Nothing shall be done in any unit or constructed on the common elements, which may impair the structural integrity of any unit or improvement, or common element, or which may structurally change a unit, existing improvements, or the common elements.
  10. No improper, unlawful, noxious or offensive activity shall be carried on in any unit or on the common elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other unit owners or occupants. The volume of any radio, television, musical instrument or other sound producing device shall be sufficiently reduced at all times so as not to disturb other unit owners.

#### PET RULES

11. No animals of any kind shall be raised, bred or kept in any unit or on the common elements, provided however, that dogs (up to 100 lbs.), cats or other household pets may be kept by unit owners as a household pet so long as such pet is not a nuisance to any other unit occupants, and the unit owners fully comply with the Declaration, the By-laws and these Regulations. **TENANTS ARE NOT PERMITTED TO HAVE PETS.**
12. Actions that constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching or un-hygienic offensiveness.
13. Dogs walked on the common elements must be on a leash not to exceed ten feet in length and unit owners are expected to promptly clean up their pet's droppings. **Dogs may not be tethered onto the common elements.**

#### CARPORTS

14. Carports should be kept neat, clean and orderly and shall not be used for the storage of household items (i.e. mattresses, couches etc.) All personal property placed in any portion of the carport shall be at the sole risk of the unit owners and the Association shall in no event be liable for the loss, destruction, theft or damage to such property. Those items permitted in carports include neatly stacked firewood, bicycles, kayaks, hoses and street legal vehicles, provided such items do not cause the unit occupants' automobile to extend unreasonably outside the carport. Those items not permitted in carports include trailers, lawn or deck

furniture, **tires**, flowerpots and gardening equipment and construction or painting materials.

#### COMMON AREA PARKING

15. Parking may not be used for any purpose other than parking automobiles. No buses, trucks (other than pick-up trucks not used for business purposes), trailers, boats, recreational vehicles or commercial vehicles shall be parked in any parking areas, driveways or any other location on the common elements, except in those areas, if any, designated specifically for such parking by the Board of Directors of the Association. All automobiles must have current license plates and be in operating condition.
16. No more than two automobiles per unit, which shall be of the type permitted by paragraph 15 above, may be parked on the common elements. One of said automobiles shall be kept in the carport appurtenant to the unit and the other automobile shall be parked in the parking space assigned to the unit. Each automobile parked in the common elements must be moved within 48 hours of each snowfall so as to allow for plowing. Automobiles or other vehicles not moved as required by these Regulations, will be towed at the owner's sole risk and expense.
17. All unit owners shall observe and abide by all parking and traffic regulations posted by the Association or by municipal authorities. Automobiles or other vehicles parked in violation of any such regulations will be towed away at the unit owner's sole risk and expense.
18. Parking so as to block sidewalks or driveways shall not be permitted. If any automobile or vehicle owned or operated by unit occupants shall be illegally parked or abandoned, the Association shall be held harmless by the unit owners and the unit occupants for any and all damages or losses that may ensue, and any and all rights in connection therewith that the automobile or vehicle owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. Unit owners shall indemnify the Association against any liability, which may be imposed on the Association as a result of such illegal parking or abandonment, and any consequences thereof.

#### DECKS

19. Nothing shall be stored on decks that would be visible above the handrail. Decks should be kept neat, clean and orderly and shall not be used for the storage of household items (i.e. mattresses, couches etc.) All personal property placed on decks shall be at the sole risk of the unit owners and the Association shall in no event be liable for the loss, destruction, theft or damage to such property. Those items permitted on decks are specified in paragraph 6 above and 20 below.

20. Hot tubs are permitted on decks only with the prior written approval of the Board. Owners must execute a written contract with the Association prior to installing, operating or removing a hot tub, and shall at all times comply with all terms and conditions of that contract. Decks and / or deck extensions must be structurally reinforced to support the weight of hot tub, and prior to installation of the tub, the Owner must provide to the Board a written certificate or opinion of an engineer that the deck will support the hot tub when filled. Owners are required to obtain and furnish to the Board a building permit from the Town of Vail prior to commencement of any deck extension or reinforcement work. Any electrical work required to provide power to the hot tub must be performed by a licensed electrical contractor. Deck extensions or reinforcements must be architecturally and esthetically compatible with the exterior appearance of the buildings, and plans for such work must be approved in advance by the Board. Owners will be responsible for all costs and expenses associated with installation, operation or removal of the hot tub. Owners shall hold the Association harmless for any cost or damage to the common areas, limited common areas or Association improvements resulting from installation, operation or removal of the hot tub. The Association shall not be responsible for any damage to the hot tub incurred while performing maintenance and repair activities. The hot tub shall be drained only into the sinks, bath tub or utility drain within the Owner's unit, and shall not be drained onto the common areas or in any manner that may result in water collecting in the crawl spaces beneath buildings.

#### ENTRY INTO UNITS

21. The Association or managing agent does not cause a master key system to be used in regard to units; however, each unit owner shall provide to the Association or the managing agent, and the Association or managing agent shall have the right to keep, a working copy of any key(s) required to gain entry to any unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or the managing agent in a locked box for use only if entry to such unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the common elements or other units. The Association or managing agent shall establish and implement, subject to prior approval of the Board of Directors, procedures and controls to ensure the proper use of such emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a unit for purposes other than those noted above. If a lock is changed, the unit owner shall provide the Association or its managing agent a copy of the new key.
22. Agents of the Board of Directors or the managing agent and any contractor or work person authorized by the Board of Directors or the managing agent, may enter any unit, upon 24 hours notice to the owner, at any reasonable hour of the day (except in case of emergency, in which case, entry may be immediate and

without such notice) for the purpose of exercising and discharging their respective powers and responsibilities.

#### RECREATIONAL AND COMMON FACILITIES

23. Any damage to the common elements or equipment located thereon or a part thereof caused by a unit owner, a unit occupants or a unit owners' pet shall be repaired at the expense of the unit owner.

#### MOVING

24. Each unit owner is responsible for the proper removal of trash, debris, crating or boxes relating to the unit occupants' move-in or move-out of such unit.

#### CONSIDERATION IN USE OF UNITS

25. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendation of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit.

#### GENERAL

26. The planting of plants, flowers, trees, shrubbery and vegetable gardens of any type is prohibited anywhere on the common elements without the prior written consent of the Board of Directors. No fences may be erected around or on the common elements.
27. There shall be kept on the rear deck on each unit, a fire resistant metal bucket for the disposition of ashes from the fireplace. Ashes shall be kept in said bucket at least 48 hours prior to depositing said ashes in the Association's dumpster.
28. From October 1 through April 30 of each year, or any other time when there is a threat of freezing temperature, the thermostats in all units must be set at 55 degrees or higher. The owner of any unit in which the thermostat is not set at 55 degrees or higher and a result thereof any water pipe freezes and bursts shall be liable to other unit owners and the Association for all damages resulting from said burst water pipe.
29. Solicitors are not permitted. If any owner is contacted by a solicitor, the managing agent must be notified immediately.

30. All unit owners shall keep within their unit a UL listed multi-purpose dry chemical extinguisher, and shall insure said fire extinguisher is maintained and serviced in accordance with the manufacturer's recommendations.