

## **Brooktree Townhomes Association Rules and Regulations**

Pursuant to the Declarations, Bylaws, and Covenant of the Brooktree Townhomes Association, the Board of Directors ("Board") has adopted the following Rules and Regulations to govern the use and enjoyment of Brooktree Townhomes ("Complex"). "Complex" herein refers to all units plus the general and limited common elements. The Board desires to ensure the highest possible standard of living experience, consistent with the community of Vail, within the complex. In order to accomplish this, the Board requests the cooperation of all persons residing or visiting the complex (owners, tenants, and guests), in observing the following:

### Complaints, Requests and Inquiries

1. All requests, inquiries, and complaints related to Brooktree Townhomes shall be made in writing to Christopher J. Carpenter ("Manager"), via USPS mail:  
Brooktree Condo Association, 980 Vail View Drive Vail, CO 81657,  
or via e-mail: [brooktree@live.com](mailto:brooktree@live.com) Phone calls can be made to the office phone: 970.476.3041, or to Manager's cell phone: 970.331.7777.
2. Names of the complainant will be held in strict confidence.

All Rules and Regulations fall under Town of Vail Ordinances — These can be found on line at [www.vailgov.com](http://www.vailgov.com), Vail Information> Town Code.

Residents have the responsibility to abide by the rules and to report violations to the board. The board has the authority to require corrective action by the violator or by licensed contractors. Charges and/or fines will be assessed against the violator.

### **General**

- Unit owners are responsible for tenants and guests to comply with the Association's Declarations, By-laws and these Rules and Regulations. They must send lease documents to the Manager.
- Unit Owners, residents or any of their agents, employees, licensees, or visitors shall not at any time, bring into or keep in their units any flammable, combustible, or explosive fluids, materials, chemicals or substances, except for household use and in household quantities. No gas grills inside units.
- Kerosene heaters shall not be permitted for use within Brooktree Condominiums.
- Toilets (and other drains in the buildings) shall be used only for the purpose for which they were designed. Any damage to the common plumbing resulting from misuse of plumbing and/or drains in a unit, shall be repaired by the Association and paid for by the owner of the unit.
- A minimum temperature of 55 degrees F will be maintained in all units between October 1st and May 15th.

1. **Use**: The condominium unit shall be used only for residential purposes and for services, activities, and recreation in conjunction with such residential use. No business may be conducted within a unit or on the complex unless all criteria are met with regard to Town of Vail ordinances and application for Home Occupation Permit is approved. No "Bed and Breakfast" may be operated without written approval of the Association.

2. **Insurance**: Each unit owner is responsible for purchasing and maintaining standard condo insurance. Such coverage shall be sufficient to adequately cover all contents and upgrades, as well as general liability. Nothing shall be done within the complex that might result in an increase in the premiums of insurance obtained for any portion of the complex or which might cause cancellation of such insurance.

3. **Violation of the Law**: Nothing shall be done within the complex that would be in violation of any statute, rule, ordinance, regulation, permit, or validly imposed requirement of any governmental body.

4. **Trash**: The Association has one garbage container (dumpster). The trash pickup services are responsible only to empty the dumpster and not to pickup trash around the dumpster nor around the complex. All garbage shall be placed in sealed plastic bags and disposed of inside the dumpster.

5. **Pets:** All unit owners are responsible for ALL pets living in their unit, including all tenants' pets. Dogs, cats, caged birds and tropical fish may be kept as domestic pets, provided they are not kept for commercial purposes or for breeding. A maximum of two domestic pets is allowed per unit. Any other animals, such as livestock or poultry of any kind, regardless of number, shall not be maintained, kept, bred, boarded and/or raised within any unit or on any common grounds. Pets shall not roam freely on the grounds; they must be under 'physical' control while in the yard of any multiple occupancy building; or in the common areas of apartments or condominium developments.

(See TOV ordinance 6-4-6, failure to control animal)

Pets are not permitted to soil on the common areas. Pet owners are responsible for the immediate removal and disposal of any deposits from pets on any of the common areas. Pets shall not at any time be left unattended nor be tied or chained in front of, or on the patio, balcony, behind a unit, or anywhere else on the common grounds. Pets shall be registered and inoculated as required by law. Pet owners are responsible for preventing any disturbing noises by their pets or any other interference with the rights, comforts, and conveniences of other residents.

6. **Decks and Balconies:** Decks, balconies, and patios shall be used for their intended purposes and shall not be used for hanging garments or other articles, or for cleaning rugs, household articles or other items. No rugs or other materials shall be dusted from windows, courts, decks, or patios. No person(s) subject to these Rules & Regulations shall store, display, or dispose of any items or materials on any general or limited common element other than: (1) bicycles, (2) lawn furniture and, (3) gas grills. Also:

- Flowers: Flower boxes and hanging flower baskets are permitted on patios and balconies. No flowers or hanging pots are allowed on/over handrails unless they are secured appropriately to the handrail.
- Additional Lighting: The Association recognizes that during certain times of the year, it is appropriate and, indeed attractive to temporarily display festive lighting and or other decoration to the decks or balconies. There are also, from time to time, certain community celebrations that encourage exterior decoration to the general and limited common elements. Although the Association supports such participation, it reserves the right to deem any exterior decoration as inappropriate or otherwise not consistent with the spirit or letter of these or other governing documents of the Association and the owner of the offending unit shall be required to remove the decoration upon a 24 hour written notice. No permanent additional lighting may be installed in or on any general or limited common element without the express written authorization of the Board. At no time shall the association be responsible to provide for, install, or maintain any decorative lighting, displays, or flowers on any balcony, deck, or patio. This does not apply to the landscaping of the general common elements.

7. **Authorized Vehicle/Parking:**

- There are no assigned parking spaces in the parking lots.
- During the winter, vehicles must be moved every 24 hours in order to facilitate snow removal.
- **Vehicles that impede-snow plowing or snow-removal may be towed, without notice, at the owner's expense.**
- No commercial vehicles and no recreational vehicles may be parked or stored within the complex. Pickup trucks and vans that are used for personal vehicles are permitted so long as business is not being conducted by an owner or tenant while the vehicle is on the complex. Recreational vehicles shall include, but not be limited to: motor homes, motor coaches, buses, boats, camping or trailers of any kind.
- No vehicles shall be parked in such a manner as to block driveway parking areas or to impede ready entry into, or exit from the unit. No vehicles shall park on any lawn or grassy areas.
- Parking Permit: One car per unit with valid permit on display in vehicle.
- All markings and signs regulating traffic or parking shall be strictly observed.
- Vehicles not belonging to persons in legal residence of the complex are not permitted to park on the complex for more that 24 hours.

8. **Unauthorized/Abandoned Vehicles:** Unauthorized (i.e. those vehicles not complying with provision #7) and abandoned vehicles will be towed at the owners expense, under the guidelines for removing such vehicles established by the Town of Vail. Vehicles with expired license plates, unattended flat tire(s), up on jacks, in a state of disrepair, or parked in the same spot for an extended period of time will be considered abandoned.

9. **Keys:** Owners shall provide the Association, through its agent, with any keys necessary to access their unit for the purpose of emergencies or maintenance. If a key is changed, it's the owner's responsibility to inform

the Association and to provide the Association with a new key. If the owners choose not to provide the Association with a key, they need to provide access to the unit with the Association providing adequate notice. If the owner fails to provide access with appropriate notice the cost of additional repairs and maintenance sustained through the emergent situation may be fined to the owner of the unit causing damage.

10. **Exterior Changes:** No work of any kind shall be done on the exterior of the complex unless it is expressly authorized in writing by the Association (and the Town of Vail when applicable). This includes, and is not limited to: wiring for electrical, television, telephone, or any other purpose; antennas, machinery, air conditioning units, or any other protruding apparatus. No signs of any kind shall be posted on the exterior of any part of the buildings, or in any window or displayed in any other manner as to be visible anywhere from within or without the complex, including, without limitation, "for rent" and "for sale" signs.

11. **Noise:** Owners and occupants shall exercise reasonable care to avoid making or permitting to be made, loud, disturbing, or objectionable noises of any kind that could disturb or otherwise impede the use and enjoyment of Brooktree by others. In no event shall any person produce or cause to be produced, anything audible outside that person's individual unit. All complaints should be directly addressed to the Vail Police Department, and all fines fall under TOV established guidelines

12. **Fire/Smoke Detectors:** Each unit has one detector. Owners/ residents should familiarize themselves with their location. In the event of the alarm sounding, do not touch the detector. Each detector is tied into the Town of Vail. If the alarm sounds for smoke it will only go off in your unit. It will be on until the smoke clears. This is a warning for smoke only. If it goes off for fire/heat, it will sound along with a general alarm. Leave the building at this point. In any event, **DO NOT TRY TO DISMANTLE YOUR DETECTOR.** The system is set according to Town of Vail code. Any repairs due to damage will be billed to the condominium owners.

13. **Maintenance of General Common Elements:** Any person subject to these rules and regulations who observes a condition anywhere on the complex that requires association maintenance shall make every reasonable attempt to report the condition to the Manager.

14. **Personal Property:** Any personal property left in the general common elements may be presumed abandoned and will be disposed of by the association at no liability to the association. The general common elements shall not be used for storage of any item or materials without express written consent of the Association.

15. **Common Areas:** Common sidewalks, driveways, entrances, and passageways shall not be obstructed, or used for any other purpose than their intention. Other than wear and tear from normal usage, any damage to the general and or limited common elements or common personal property caused by an owner, tenant, lessee, or guest thereof, shall be repaired at the expense of that owner.

16. **Regulation:** Failure to abide by the above Rules and Regulations will be handled by the Manager and the board of Brooktree Townhomes Association in the following manner:

a. First offense- Written Warning

b. Second offense- \$50 fine

c. Third offense- \$100 fine

d. Fourth offense - \$500 fine

e. All fines will be added to your monthly association fees and non-payment will result in a lien against the unit. After 30 days written notice to a unit's owner, continuing, willful, and negligent disregard for any of the above Rules & Regulations by an owner or his/her tenant may result in the offending unit being assessed an additional monthly amount at the discretion of the Board of Directors of up to \$500, plus the cost of actual damages. Continuous and repeated violation for more than 12 months may result in the additional assessment amount being raised to \$1,000 per month, plus the cost of actual damages. Unit owners are responsible for the behavior of their tenants. It is also the responsibility of each owner to inform and enforce these Rules & Regulations with their tenants.