

Brooktree Townhouses Association
Rules and Regulations
As of May 23, 2018

Pursuant to the Declarations, Bylaws, and Covenant of the Brooktree Townhouses Association, the Board of Directors ("**Board**") has adopted the following Rules and Regulations (the "**Rules and Regulations**") (collectively, the "**Governing Documents**") 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 Governing Documents require the cooperation of all Owners, tenants and guests residing or visiting the Complex to observe and comply with the following:

Complaints, Requests, Inquiries, and Communication

All requests, inquiries, and complaints related to Brooktree Townhouses shall be made in writing to via USPS mail or via Email:

Bold Property Management Solutions
Attn: Brooktree HOA
PO Drawer 5800
101 Fawcett Road, Ste. 220
Avon, CO 81620
Email: kimberlyr@boldsolutions.net

With a Copy to:

Brooktree Townhouses Association
980 Vail View Drive
Vail, Colorado 81651
Attn: President
Email: BrooktreePresident@gmail.com

Manager can be contacted by phone at (970) 949-6070.

The Board may communicate with all Owners via email as the sole form of written communication. Any emails sent from the Board or from the Manager on behalf of the Board are valid notice and communication.

General

All Rules and Regulations which fall under Town of Vail (TOV) Ordinances and the laws of the State of Colorado shall be strictly enforced. — TOV Ordinances can be found on line at www.vailgov.com, and by searching for "Town Code Online". All terms used herein that are not otherwise defined shall have meanings set forth in the Governing Documents.

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 Owner for all such violations.

- A. Owners are responsible for ensuring that their tenants and guests comply with the Governing Documents. Owner shall send tenant lease documents to the Manager or the Board upon written request, and the Association, at its option, may enforce these Rules and Regulations directly.
- B. Owners, residents, tenants, 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 or charcoal grills shall be stored or used inside a Unit.
- C. Kerosene heaters shall not be permitted for use within or around the Complex.
- D. Toilets (and other drains and plumbing systems 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.
- E. Owners shall ensure that a minimum temperature of 55 degrees Fahrenheit will be maintained in all Units between October 1st and May 15th of each calendar year.
- F. Communication- The Board shall

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 with the public within a Unit or on the Complex unless all criteria are met with regard to Town of Vail ordinances, license requirements, and application for Home Occupation Permit is approved. No "Bed and Breakfast", as defined by Vail Municipal Code 12-2-2 and C.R.S 12-47-103(3), may be operated without written approval of the Board.

2. Insurance: Each Owner is responsible for purchasing and maintaining standard condo insurance in accordance with the Governing Documents. 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 or visiting within their Unit, including all tenants' and their invitees' 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** at any and all times. 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 Element or Limited Common Element. 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 (as such terms are used in the TOV ordinances). (See TOV ordinance 6-4-6, failure to control animal)

Pets are not permitted to soil on the Common Elements or Limited Common Elements. Pet owners and Owners are responsible for the immediate removal and disposal of any deposits from pets on any of the Common Elements or Limited Common Elements. 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 Elements. Pets shall be registered and inoculated as required by law. Pet owners and 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 and Regulations shall store, display, or dispose of any items or materials on any general Common Element or Limited Common Element other than: (1) bicycles, (2) lawn furniture and, (3) gas grills. Also:

- a) **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 safely and appropriately to the handrail.
- b) **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 Common Elements 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 Common Element 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:

- a) There are no assigned parking spaces in the parking lots.

- b) One car per Unit ONLY shall be permitted to park within the lot or within the Association spaces at all times.
- c) **Parking Permits:**
 - (i) All vehicles parked in the lot or within Association spaces shall display a current parking permit issued and on file with the Association or its management (“**Parking Permit**”). Temporary parking permits (“Temporary Permits”) may be obtained from the Association or its on-site manager upon written request. All Temporary Permits shall state the Unit Number and dates of validity, Temporary Permits for vendors (a “**Vendor Permit**”) such as cleaning services and contractors may be issued for periods of up to two (2) months with a maximum parking time of two (2) hours for cleaning services. If an open space in the lot exists, vehicles displaying Vendor Permits may be parked in the lot **during week days only** (except in the event of an emergency).
 - (ii) All such Permits shall be visible from the front windshield.
 - (iii) **VEHICLES NOT DISPLAYING A PARKING PERMIT OF ANY KIND ARE SUBJECT TO IMMEDIATE TOWING AND/OR BOOTING.** Vehicles displaying an invalid permit and/or in violation of any other parking provision will be towed or booted within 24 hours after being tagged with a notice. Any further violation after such notice (even for a different violation) shall be subject to immediate towing or booting in addition to fining pursuant to Section 17 below.
- d) During the winter (November through April), vehicles must be moved every 24 hours in order to facilitate snow removal.
- e) **Vehicles that impede-snow plowing or snow-removal may be towed or booted, without notice, at the Owner's sole cost and expense.**
- f) 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.
- g) No vehicles shall be parked in such a manner as to block the driveway, parking areas or snow storage areas; or to impede ready entry into, or exit from, any Unit or the parking lot. No vehicles shall park on any lawn or grassy areas.
- h) All markings and signs regulating traffic or parking shall be strictly observed, including parking in more than parking one space.
- i) Vehicles parked in violation of these Rules and Regulations shall be tagged, fined, booted or towed in accordance with the Governing Documents.

8. Unauthorized/Abandoned Vehicles: Unauthorized (i.e. those vehicles not complying with provision #7) and abandoned vehicles will be towed or booted at the Owners expense, under the guidelines for removing such vehicles established by the Town of Vail and these Rules and Regulations. 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 Owner chooses not to provide the Association with a key, they need to provide access to the Unit with the Association in the event of an emergency or upon request. If the Owner fails to provide access after requested notice or entry is required in the case of an emergency, the cost of additional repairs and maintenance sustained through the emergent situation may be fined to the Owner of the Unit causing damage. The Association is not responsible for lock-outs for Owners, their tenants or guests, and Owners shall reimburse the Association for any charges related to such lock-outs by the Manager or its on-site manager.

10. Exterior Changes: No work of any kind shall be done on the exterior of the Complex, including the Limited Common Elements (i.e. patios, decks, or balconies) 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, dish satellites, 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 and Odor Nuisance: In no event shall any person produce or cause to be produced, anything audible outside that person's individual Unit.

(a) **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. All noise complaints should be directly addressed to the Vail Police Department in addition to the Manager, and all fines for noise violations fall under TOV established guidelines in addition to these Rules and Regulations.

(b) **Odor.** No odor shall be emitted on any part of the Complex which is noxious, harmful, or offensive to others.

(c) **Smoking Prohibited in All Areas.** The Complex shall be a smoke free community. No Owner, resident, tenant, or guest may smoke anywhere in or on the Complex, including, but not limited to the Units, Common Elements, Limited Common Elements (i.e. balconies, sidewalks, patios, and walking paths). Smoking is defined as including carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco or marijuana product regardless of form, including, but not limited to cigarettes, pipes, cigars, bong, etc.. Each Owner is responsible for the compliance with this rule by the Owner, its tenants, guests, and all residents within the Owner's Unit, and for all guests and invitees of such Owner.

12. Fire/Smoke Detectors: Each Unit has one hard-wired smoke and carbon monoxide detector connected directly to the Complex's alarm service ("**Direct Detector**"). Owners shall install an additional smoke detector and carbon monoxide detector on the first floor of their Unit and one

additional carbon monoxide detectors within each bedroom in order to comply with current Colorado and TOV Ordinances and codes. Owners/ residents should familiarize themselves with their location. In the event of the alarm sounding, do not touch the detector. Each Direct Detector is tied into the Town of Vail. If the alarm on the Direct Detector sounds for smoke it will only go off in your Unit. It will be on until the smoke clears. This is an alarm warning for smoke only. If the Direct Detector 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 DIRECT DETECTOR**. The system is set according to Town of Vail code. Any repairs due to damage will be billed to the Unit Owner.

13. Fire Prevention: For the safety of all Owners and guests, the following rules will be strictly enforced with substantial fines levied for any violations.

- a) No unattended candle burning.
- b) No unattended incense burning.
- c) No unattended fireplace usage.
- d) No unattended standalone heaters.
- e) No unattended outdoor grill usage.
- f) Tampering with or disabling fire alarms or smoke and carbon monoxide alarm systems is strictly prohibited.
- g) All furniture and any flammable objects (clothes, gloves, boots), must stay a minimum of 3 ft. from any fireplace or electric heat Unit while in use.
- h) All Owners must provide their guests, tenants, and occupants with a copy of the Association Rules and Regulations, or post the Rules and Regulations conspicuously in their Unit.

14. 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.

15. 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.

16. Common Areas: Common Elements, including sidewalks, driveways, entrances, and passageways shall not be obstructed, or used for any other purpose than their intended use. Other than wear and tear from normal usage, any damage to the general Common Elements 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.

17. Regulation and Fines: Failure to abide by the above Rules and Regulations, including parking and smoking violations, will be handled by the Manager and/or the Board 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, cost to collect and attorneys' fees. 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 and guests. It is also the responsibility of each Owner to inform and enforce these Rules and Regulations with their tenants and guests.