

**VAIL GATEWAY PLAZA CONDOMINIUM ASSOCIATION, INC.
CONSTRUCTION POLICY**

Adopted July 24, 2007

The following policy and procedure has been adopted by the Vail Gateway Plaza Condominium Association, Inc. ("Association") for construction within the Association.

PURPOSE

The purpose of this policy is to institute proper guidelines for construction within the Association. The following regulations shall be enforced during the construction period of all improvements at the Association. Any violation of these regulations by an Owner's agent, representative, builder, contractor or subcontractor shall be deemed an infraction by the Owner.

CONSTRUCTION GUIDELINES

HEALTH AND SAFETY COMPLIANCE

All applicable statutes, ordinances, or rules pertaining to safety and health, hazardous material, toxic substances or wastes, including all relevant Occupational Safety and Health Act (OSHA) regulations and guidelines must be observed at all times.

TRASH RECEPTACLES AND DEBRIS REMOVAL

Owners and builders shall clean up all trash and debris at the end of each day. Trash receptacles must be emptied on a timely basis to avoid overflow of refuse; disposal shall be at a suitable off-site facility. Owners and builders are prohibited from dumping, burying, or burning trash anywhere in the Association.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming a public eyesore or detriment to other residents. Any clean-up costs incurred by the Association in enforcing these requirements shall be payable by the Owner. Dirt, mud, or debris resulting from activity on each construction site shall be promptly removed from common areas and driveways or other portions of the Association.

VEHICLES AND PARKING

Construction crews will not park on driveway or block access to parking garage. Any use of the driveway or parking garage must be arranged for and approved by management.

DUST AND NOISE CONTROL

The contractor shall be responsible for controlling dust and noise from the construction site, including the removal of dirt and mud from common areas that is the result of construction activity on the site. The sound of radios or of other audio equipment must not be audible beyond the property perimeter of any Unit; repeated violations of this provision will result in the total prohibition of any on-site use of radios or audio equipment during construction.

DAILY OPERATION

Construction activity, which generates excessive noise such as hammering, sawing, excavation work, concrete delivery, etc., must be confined to the hours of 7:00 a.m. to 6:00 p.m., Monday through Saturday. Construction between November 15th and April 15th shall be limited to emergency repairs.

Prior to commencing construction, each contractor shall submit a list of employees who will be on the construction site, along with the name, telephone number, mailing address and email address of at least one contact person who is authorized to act on the contractor's behalf.

SITE SAFETY

Due to the inherent danger associated with an active construction site, visitors to any site should be limited to those persons with official business relating to the construction activity, such as construction workers and tradesmen, building officials, security staff, design review observers, sales personnel and the Owner. Construction personnel should not invite or bring family members or friends, especially children, to the job site.

CONSTRUCTION INSURANCE REQUIREMENTS

All contractors and sub-contractors must post evidence of insurance with the Owner, prior to entering the construction premise. The Owner shall indemnify the Association against any claims for which contractor or subcontractor's insurance should cover but for any reason, including insufficiency, does not.

COMPLIANCE DEPOSIT

A compliance deposit may be required prior to commencing construction. This deposit will be used as payment toward any fines assessed, legal fees, or any other expenses that the Association may incur related to compliance with these guidelines. The deposit, less any fees, fines or expenses, will be refunded within thirty (30) days after completion of construction. The Owner shall be responsible for all fees, fines, and expenses incurred by the Association that may exceed the Compliance Deposit.

PRESIDENT'S

CERTIFICATION: The undersigned, being the President of the Vail Gateway Plaza Condominium Association, Inc., a Colorado non-profit corporation, certifies that the foregoing policy and procedure was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors on July 24, 2007, and in witness thereof, the undersigned has subscribed his/her name.

**VAIL GATEWAY PLAZA
CONDOMINIUM ASSOCIATION, INC.,
a Colorado non-profit corporation**

By: _____
President

VAIL GATEWAY PLAZA CONDOMINIUM ASSOCIATION, INC.

CONSTRUCTION COMPLIANCE DEPOSIT FORM

The purpose of the Compliance Deposit is to ensure that Owners, builders, contractors and subcontractors complete approved construction plans in a correct and timely manner. The Compliance Deposit shall be in the amount of \$ 5,000.00 and shall be submitted by check, together with a signed W-9.

We have read and thoroughly understand Vail Gateway Plaza Condominium Association, Inc.'s Construction Policy, and any other applicable guidelines, and hereby agree to abide by all provisions of each document. We understand that any violations of these documents may result in forfeiture of the Compliance Deposit, and may be subject to fines above and beyond the Compliance Deposit.

Dated:

Dated:

Owner(s)

Contractor(s)

Address: _____

Telephone: _____

Email: _____