

**VAIL GATEWAY PLAZA CONDOMINIUM ASSOCIATION, INC.  
AMENDED AND RESTATED RULES AND REGULATIONS**

**WHEREAS**, Vail Gateway Plaza Condominium Association, Inc. (“*Association*”) has the authority under the Amended and Restated Declaration at Section 15 (“*Declaration*”) and the Bylaws at Section 7.2 (“*Bylaws*”) to establish, make and enforce rules and regulations; and

**WHEREAS**, the Association is governed by the Colorado Ownership Act (“*COA*”) codified at C.R.S. 38-33-101 et seq. and portions of the Colorado Interest Ownership Act codified at C.R.S. 38-33.3-101 et seq. (the “*Act*”) and the “*Governing Documents*” which are comprised of the following:

- A. Amended and Restated Declaration for Vail Gateway Plaza Condominiums;
- B. Map for Vail Gateway Plaza Condominiums;
- C. Articles of Incorporation for Vail Gateway Plaza Condominiums;
- D. Bylaws for Vail Gateway Plaza Condominiums;
- E. Rules, Regulations, and Policies for Vail Gateway Plaza Condominiums;
- F. Responsible Governance Policies required under the Act at C.R.S. 38-33.3-209.5 (“*RGP*”) which are comprised of the following:
  - 1. Conflict of Interest Policy;
  - 2. Assessment Collection Policy and Procedure;
  - 3. Record Keeping Policy;
  - 4. Conduct of Meetings Policy;
  - 5. Reserve Investment Policy;
  - 6. Policy for Adoption and Amendment of Rules and Regulations;
  - 7. Policy for Enforcement of Covenants and Rules;
  - 8. Policy for Dispute Resolution;
  - 9. Reserve Study Policy.

**WHEREAS**, The Association adopts these Amended and Restated Rules and Regulations (“*Rules*”) to replace all previous rules and regulations of the Association, other than the RGPs. The Governing Documents are to be read and interpreted as a whole but in the event of a conflict between any of the Governing Documents, the following governs in terms of highest to lowest priority:

- a. Declaration and Maps;
- b. Articles;
- c. Bylaws;
- d. RGPs;
- e. Rules.

**NOW, THEREFORE**, all requirements of the Association's Governing Documents in relation to adoption of these Amended and Restated Rules and Regulations having been met, the Association Executive Board of Directors hereby adopts the following Amended and Restated Rules and Regulations effective as of \_\_\_\_\_, 2019.

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**NOTICE OF RESPONSIBLE GOVERNANCE POLICIES INCLUSIVE OF  
ENFORCEMENT POLICY WITH FINE STRUCTURE AND PROVISIONS**

**ENFORCEMENT OF THESE RULES WILL OCCUR UNDER THE  
ENFORCEMENT POLICY AND THE FINE STRUCTURE IN THE  
ENFORCEMENT POLICY**

**Article I  
GENERAL USE RESTRICTIONS**

- 1.0 General and Limited Common Elements. General and Limited Common Elements are to be treated with care by all Owners, Guests, and any other person at Vail Gateway Plaza. Any abuse, damage or annoyances created by an Owner or Guest shall be the responsibility of that Owner.
- 1.1 Sidewalks and Driveways. Vail Gateway Plaza’s sidewalks, driveways, entrances, and parking areas (surface and underground) must not be obstructed, encumbered, or used for any purpose other than ingress and egress and for parking as applied to the parking areas per the Governing Documents unless expressly authorized by the Executive Board of Directors of Directors.
- 1.2 Obstruction of Access Ways. There shall be no obstruction of access to the Common Elements or publicly accessed portions of the Vail Gateway Plaza.
- 1.3 Association’s Agents. No Owner or Guest is authorized to nor will seek to direct, order or supervise any employee or agent of the Association including any retained Managing Agent.
- 1.4 Owner’s Responsibility. Each Owner is responsible for keeping each Condominium Unit in good repair and is prohibited from taking any action that would impair the structural integrity of Vail Gateway Plaza.
- 1.5 No Wood Fire Pits. Wood-burning fireplaces, wood stoves or wood fire pits are prohibited. All fireplaces shall be gas appliances or manufactured fireplaces with gas log sets that are set to manufacturers suggested settings.
- 1.6 Use of a Deck/Patio. The following rules apply to all activities and uses of balconies, decks and patios (“**Deck**”), unless otherwise approved by the Executive Board of Directors of Directors:
- 1.6.1 Each Owner shall be responsible for keeping their deck in a clean, safe and attractive condition;
- 1.6.2 The following are approved for use or display on Decks and Porches:
- 1.6.2.1 One propane or natural gas grill. No charcoal grills are allowed;

- 1.6.2.2 Doormats, and Wall Decorations;
- 1.6.2.3 Outdoor Patio Furniture that is not plastic;
- 1.6.2.4 Container Gardens may be kept on decks and patios only and must be maintained and in use;
- 1.6.2.5 Holiday lighting is allowed during the “Holiday Outdoor Lighting Period” as described in Article 1.14 below;
- 1.6.2.6 No recreational equipment will be stored on Decks.
- 1.6.3 The following are prohibited from use or display on Decks:
  - 1.6.3.1 Any item not listed above, including by not limited to, sporting equipment, solid fuel (wood, charcoal, etc.), trash, trash containers, pet dishes, pet food containers, bird feeders, wind chimes, strollers, skateboards, scooters and bicycles. Additionally, tools, brooms, snow shovels, and similar items, are not permitted except when in use.
  - 1.6.3.2 Owners shall remove ice and snow from their Deck when the depth reaches 6 inches or as may otherwise be required by Vail Gateway Plaza.
- 1.7 No Disposal into Common Elements. Nothing shall be thrown or emptied out of the windows, doors, down stairways, or onto any Common Elements;
- 1.8 Water. Water shall not be left running for any unreasonable or unnecessary length of time on the property;
- 1.9 Furniture. Only furniture belonging to the Association may be used in any part of the Common Elements at Vail Gateway Plaza.
- 1.10 No Storage. No part of the Common Elements may be used for storage, vehicle repair, construction, or any other purpose unless expressly authorized in the Governing Documents or the Executive Board of Directors issues specific, prior written permission for such use. Pursuant to Article 11 of the Declaration, no trucks, bikes, recreational vehicles, snowmobiles, trailers, boats, or recreational equipment shall be stored or kept within any Common Element. The Association assumes no liability and shall not be liable for any loss or damage to articles stored or left upon the Common Elements regardless of whether prior written permission was or was not given by the Executive Board of Directors.
- 1.11 Removal of Items Left Upon Common Elements. Unauthorized items stored or left upon the Common Elements may, at the election of the Association, be removed and disposed of or stored as the Association deems fit. The Association has no liability or responsibility for any such items left upon the Common Elements and/or removed by the Association per this section. The Owner shall be responsible for the cost of any such removal.

- 1.12 Hazardous Material. The storage of flammable, dangerous or hazardous materials or an item that would result in cancellation or premium increase of any part of an Association insurance policy is not permitted on or in Vail Gateway Plaza. The Owner or Guest shall immediately remove any such item or material. The Association or Managing Agent may, without prior notice, immediately remove the offending item from Vail Gateway Plaza. The Owner assumes all liability for any damage caused, whether directly or indirectly, by such flammable, dangerous, or hazardous material. The Owner shall be responsible for the cost of such removal or damage and shall be subject to fines or assessments if the Association incurs any expense associate with the material.
- 1.13 Garbage. Owners and Guests will only dispose of garbage in designated trash dumpsters which meet all Town of Vail requirements. If the garbage is not normal day-to-day garbage (e.g. remodeling trash, hazardous materials, etc.) or large items, the Owner shall arrange for and dispose of said garbage separately with an appropriate organization at Owner’s sole expense. If the Association incurs any additional costs to dispose of a large item or address any trash removal for an Owner, the cost shall be billed to the Owner who left the item at the dumpster or to be otherwise disposed of.
- 1.14 Holiday Lighting Restrictions.
- 1.14.1 Time Frame. Decorative or holiday outdoor lighting and decoration shall be permitted from November 15<sup>th</sup> to January 15<sup>th</sup> of the subsequent year (“***Holiday Outdoor Lighting Time Period***”). There is an exemption for white string lights that are decorative that reasonably decorate Decks, and interior window boxes and doorways.
- 1.14.2 Location. String lights may decorate Decks and interior of windows or doorways. Decoration in any other exterior viewable location or surface with any type of decorative or holiday lights is prohibited. No decorations may be affixed to stucco or wood siding.
- 1.14.3 Types of Lights. Chasing or blinking lights are strictly prohibited.
- 1.14.4 Types of Displays. Plastic statuary, inflatable lawn displays and other similar, ornate displays containing manmade materials (e.g. plastic, etc.) are not permitted. However, garlands and/or wreaths which simulate, in a lifelike manner, organic evergreen or deciduous tree boughs will be permitted; garland and wreaths made of organic materials are preferred and encouraged.
- 1.15 Bicycles and Equipment.
- 1.15.1 No bicycles, tricycles, skateboards, roller blades, or other types of wheeled vehicles or equipment (collectively the “***Equipment***”) may be left



unattended in any public area within the Common Elements. Any Equipment left unattended in any public area within the Common Elements may, at the election of the Association, be removed and disposed of or stored as the Association deems fit. The Association has no liability or responsibility for Equipment left unattended in any public area within the Common Elements and/or removed by the Association per this section.

- 1.15.2 The Association may from time to time and without obligation to do so, designate certain areas for bicycle storage. The current designated bicycle storage area for Owners is the bike room constructed upon the GCE Parking Space formerly specified as LCE C15 on the prior Association Condominium Map (“*Bike Room*”). Bicycles only, not other Equipment, owned by a Unit Owner may be stored in the Bike Room. Any such stored bicycles shall be properly placed in an orderly fashion in the Bike Room. The Association has no liability for any item left upon, in or around the Bike Room and such storage is at the Owner’s own risk.

## **Article II** **RESIDENTIAL USES**

- 2.0 Residential Uses. Pursuant to Article 11 of the Declaration, all Residential Units shall be used and occupied solely for residential or lodging purposes and such other purposes as are incidental to residential use and occupancy. No Residential Unit shall be used at any time for any commercial or business activity except for those permitted under Article 11 of the Declaration.

## **Article III** **RESIDENTIAL GUESTS**

- 3.0 Notice of Governing Documents. It is the responsibility of the Owner of a Residential Unit to be sure that the Owner’s Guests are made aware of the Governing Documents of the Association. All Guests must be provided a written copy of these Rules by the Owner. An Owner of a Residential Unit is solely and fully responsible for the conduct of any Guests, whether or not the Owner is present.
- 3.1 Notice of Non-Renter Guest Stay. For Guests that do not fall under Long Term Tenancy or Short Term Tenancy, which are addressed below, and whom are in residence for 72 hours or longer when an Owner is not in residence, Owner shall notify Managing Agent of such occupancy to protect the security of the community. Each Owner shall notify the Managing Agent a minimum of 72 hours before the arrival of any such Guest or as soon as it is known that there will be such a Guest if less than 72 hours advance notice was not possible due to the timing of the Guest’s arrival.

- 3.2 Right to Lease. An Owner of a Residential Unit has the right to lease their Unit per Articles 6(a) and 11 of the Declaration. All leasing of Residential Units is subject to the Governing Documents including these Rules and the Town of Vail requirements governing Short Term Rentals.
- 3.3 No Timeshare; Interval Ownership. Pursuant to Article 32 of the Declaration, no Owner of a Residential Unit shall offer to sell or transfer any interest in a Residential Unit under a “Timesharing” or “Interval Ownership” plan or similar plan without prior approval by the Association, which approval is subject to compliance with all applicable zoning ordinances, rules and regulations.
- 3.4 Long Term Tenancy. For the purposes of these Rules, a paid rental of a Residential Unit for thirty (30) days or longer or use of a Residential Unit by other than an Owner for any type of consideration for thirty (30) days or longer shall be deemed a “**Long Term Tenancy.**” All Long Term Tenancies require a submittal of a written lease to the Association within five (5) days of commencement of the Tenancy. The lease shall expressly provide that the lease is subject to the terms and conditions of the Association Governing Documents.
- 3.5 Short-term Tenancy; Vacation Rental by Owner. For purposes of these Rules, a paid rental of a Residential Unit by any person other than an Owner for less than thirty (30) days or use of a Residential Unit by other than an Owner for any type of consideration for less than Thirty (30) days shall be deemed a “**Short-term Tenancy.**” Short-term Tenancies do not require a written lease but the Owner is required to submit annually the Annual Rental Registration Form and comply with all requirements provided for herein.
- 3.6 Annual Rental Registration Form for Short-term Rentals. Residential Unit Owners who intend to Short-term rent their Unit must provide an annual registration form to Managing Agent that provides notice of the intent to Short-term rent the Residential Unit. The Vail Gateway Plaza Annual Rental Registration Form can be procured from Managing Agent or from the Association website and submitted electronically to the Association. **All Annual Rental Registration Forms shall be accompanied by a copy of the Short-term Rental registration forms required by the Town of Vail.** The following will be required as part of each annual Short-term Rental registration:
- 3.6.1. Manner in which Short-term Rentals will occur (i.e. VRBO, Air BNB or rental agency);
  - 3.6.2 Full contact information for a designated local representative whom is responsible for managing the rental of the Residential Unit, whom may be contacted 24/7 in relation to issues that arise from the Short-term Tenancy and whose physical address of residence is within an hour’s travel time to Vail Gateway. All local

representatives are required to have access and authority to assume management of the Residential Unit and take remedial measures. All local representatives are required to be available 24 hours a day, 7 days a week to respond to any issues and must have a text-enabled phone. An Owner may designate himself/herself as the local representative as long as the Owner's physical address of primary residence is within an hour's travel time to Vail Gateway.

- 3.6.3 Owner's agreement to indemnify and hold harmless the Association from and against any and all damages or costs the Association incurs due to any Short-term Rental Guests' actions;
  - 3.6.4 Representations of Owner regarding the Short-term Tenancy including advising every Short-term Rental Guest of the Vail Gateway Plaza Association Rules and Regulations and maintaining a copy of the Vail Gateway Plaza Association Rules and Regulations in the Unit;
  - 3.6.7 Agreement to provide all rental dates and names of renters to Managing Agent.
- 3.7 Responsibility for Costs. Owner is fully liable and responsible for any cost or expenses, including management fees, to address any issues or violations of the Governing Documents that arise due to a Short-Term Tenancy; and
- 3.8 Tenants Apprised of Rules. Insure that all Short-Term Tenants are apprised of the pertinent portions of these Rules and Regulations and the requirements of the Governing Documents and provide written proof of Tenant's acknowledgement of the same. This requirement can be met by provision to the Association of a completed Vail Gateway Plaza Rental Form, which can be procured from Managing Agent or from the Association website and submitted electronically to the Association.
- 3.9 Governmental Requirements. All Short-Term Rentals must meet any governmental or quasi-governmental requirements including Short-term rental registration requirements of the Town of Vail.
- 3.10 Use of a Managing Agent. Owners of Residential Units who employ a management company in managing, renting, maintenance and/or upkeep of their Residential Unit must provide the Managing Agent current contact information for the management company.
- 3.11 Enforcement. In the event of a Tenancy, the Association shall be entitled but is not obligated, and Owner of a Residential Unit shall be deemed to have assigned all rights (but none of the obligations) to the Association, to take any and all

- actions that the Owner could as a lessor of their Unit including enforcement of Governing Document requirements and/or seeking eviction of a Tenant for failure to comply with any of the lease terms including the Association's Governing Documents. Regardless of these enforcement rights, the Association is not obligated to take such action and Owners are responsible for all actions or omissions of their Guests and may be fined and assessed for such actions or omissions. The Association, or any Owner, may also submit complaints regarding any Short-term Rental to the Town of Vail per Town of Vail Code, Chapter 14.
- 3.12 Guests Occupancy Limits. Excessive occupancy of a Unit is not permitted.
- 3.13 Owner Liable. An Owner of a Residential Unit shall be liable for any violation of the Association's Governing Documents committed by an Owner's Guest including any and all damages or fines that may be incurred as a result of the actions or inactions of said Guest. This section shall not prejudice an Owner's right to collect any sums paid by the Owner to the Association on behalf of or because of said Guest.
- 3.14 Carbon Monoxide Protector. Any Residential Unit that is rented or leased must have a carbon monoxide detector as required by Colorado law as well as smoke detectors.
- 3.15 Tenants May Not Have Pets. Guests are prohibited from having or bringing Pets upon the Vail Gateway Plaza except as may expressly be allowed under Article - 11 in these Rules.
- 3.16 Rental Fee. The Association reserves the right to implement a Rental Fee in the future to compensate the Association for costs, expenses and services provided by and incurred by the Association as direct and proximate result of rental of a Residential Unit as well as to defray the impact upon the Common Elements by such rentals.
- 3.17 Parking. Short Term Tenants and Long Term Tenants may only park in the Limited Common Element Parking Unit assigned to the Owner's Unit and must acquire a Guest Parking Permit as provided for in Article 6. Guests who are not Short Term Tenants or Long Term Tenants and whom are staying at the Residential Unit at the same time as the Owner may park in a General Common Element Parking Unit as a Parking Guest but must acquire a Guest Parking Permit as provided for in Article 6. Guests who are not Short Term Tenants or Long Term Tenants and whom are staying at the Residential Unit when the Owner is not present may only park in the Limited Common Element Parking Unit assigned to the Owner's Unit and must acquire a Guest Parking Permit as provided for in Article 6.

#### **Article IV**

## COMMERCIAL USES

- 4.0 Commercial Uses. Pursuant to Section 11 of the Declaration, each Commercial Unit shall be used and occupied solely for lawful, commercial, non-residential purposes in conformity with all zoning laws, ordinances and regulations.

## **Article V** COMMERCIAL TENANCIES

- 5.0 Governing Documents Notification. It is the responsibility of the Owner of a Commercial Unit to be sure that the Owner's Guests are made aware of the Governing Documents of the Association. All Tenants must be provided a written copy of these Rules by the Owner. An Owner of a Commercial Unit is solely and fully responsible for the conduct of any Guests, whether or not the Owner is present.
- 5.1 Right to Lease. An Owner of a Commercial Unit has the right to lease their Unit subject to the Association's Governing Documents inclusive of these Rules.
- 5.2 Commercial Tenancy. A Commercial Unit shall only be rented for periods of Thirty (30) days or longer. For the purposes of these Rules, any paid rental of a Commercial Unit or use of a Commercial Unit by other than an Owner for any type of consideration shall be deemed a "**Commercial Tenancy.**" All Commercial Tenancies require a written lease that must be provided to the Association within five (5) days of commencement of the Tenancy. The lease shall specifically state that the lease is subject to the terms and conditions of the Association's Governing Documents.
- 5.3 Contact Person. Commercial Unit Owners shall provide to Managing Agent full contact information for a person or company that is responsible for managing the rental of the Commercial Unit and who may be contacted 24/7 in relation to issues that arise from the Commercial Tenancy.
- 5.4 Owner Liable. Owner is fully liable and responsible for any cost or expenses to address any issues or violations of the Governing Documents that arise due to a Commercial Tenancy.
- 5.5. Tenants Apprised of Rules. Owner shall insure that all Tenants are apprised of these Rules and the requirements of the Governing Documents and provide written proof of Tenant's consent to the same.
- 5.6 Governmental Requirements. All Commercial Rentals must also meet any governmental or quasi-governmental requirements, including registering with the Town of Vail and/or County of Eagle, Colorado for tax purposes.

- 5.7 Association May Enforce Lease. In the event of a Tenancy, the Association shall be entitled, and Owner of a Commercial Unit shall be deemed to have assigned all rights (but none of the obligations) to the Association, to take any and all actions that the Owner could as a lessor of their Unit including enforcement of Governing Document requirements and/or seeking eviction of a Tenant for failure to comply with any of the lease terms including the Association's Governing Documents. Regardless of these enforcement rights, the Association is not obligated to take such action and Owners are responsible for all actions or omissions of their Guests and may be fined and assessed for such actions or omissions.
- 5.8 Hours of Operation and Uses. All Commercial uses and hours of operation shall comply with the requirements of the Town of Vail.
- 5.9 Signs. Pursuant to Section 35 of the Declaration, no exterior signs or advertisements on Commercial Units are permitted without the prior written authorization of the Executive Board of Directors or Managing Agent. This includes indoor and window signage visible from exterior or the General Common Elements. The Executive Board of Directors and Managing Agent shall review applications for signs and advertisements on Commercial Units to ensure the harmony of external designs and locations.
- 5.10 Tenants May Not Have Pets. Commercial Tenants are prohibited from having or bringing Pets upon the Vail Gateway Plaza except as may expressly be allowed under Article 11 in these Rules.
- 5.11 Parking. Commercial Tenants and any and all of their agents or employees may only park in the Limited Common Element Parking Unit assigned to the Owner's Unit and must acquire a Resident Parking Permit as provided for in Article 6. Patrons of any Commercial business may park in General Common Element parking spots as a Parking Guest and must acquire a Guest Parking Permit as provided for in Article 6.

## **ARTICLE VI** **PARKING SPACE UNITS**

- 6.0 Definitions. For purposes of these Rules, in addition to any other Capitalized terms otherwise defined herein, the following definitions apply:
- 6.0.1 "Current Resident" shall mean the Owner of a Unit, including Parking Units, at the Association or a Tenant with parking rights, including a Tenant of a Parking Unit. Parking is only permitted for Current Residents who have acquired a Resident Parking Permit.

- 6.0.2 “Parking Guest” shall mean a Guest of a Current Resident. Parking is only permitted for Parking Guests who have acquired a Guest Parking Permit.
- 6.1 Uses. Pursuant to Article 11 of the Declaration, except as may otherwise be authorized expressly by the Association, Parking Space Units shall be used for vehicular parking purposes only, except that Parking Space Units P-6 and P-7 may be used for enclosed storage space and GCE Parking Space formerly known as LCE C 15 may be used for a bike room for storage of bikes by Owners. The current parking designations are set forth on the attached “2019 Vail Gateway Parking.”
- 6.2 Leasing. Pursuant to Articles 6(a) and (c) of the Declaration, an Owner of a Parking Space Unit has the right to lease their Parking Space Unit subject to the Association’s Governing Documents inclusive of these Rules.
- 6.3 No Timeshare; Interval Ownership. Pursuant to Article 32 of the Declaration, no Owner of a Unit shall offer to sell or transfer any interest in a Unit under a “Timesharing” or “Interval Ownership” plan or similar plan without prior approval by the Association, which approval is subject to compliance with all applicable zoning ordinances, rules and regulations.
- 6.4 Parking Tenancy. For the purposes of these Rules, a paid rental of a Parking Space Unit of any length of time or use of a Parking Space Unit by other than an Owner for any type of consideration shall be deemed a “**Parking Tenancy.**” All Parking Tenancies require a written lease that must be provided to the Association within five (5) days of commencement of the Tenancy. The lease shall specifically state that the lease is subject to the terms and conditions of the Association’s Governing Documents.
- 6.5 Contact Person. Parking Unit Owner shall provide to Managing Agent full contact information for a person or company that is responsible for managing the rental of the Parking Space Unit and whom may be contacted 24/7 in relation to issues that arise from the Parking Tenancy.
- 6.6 Owner Liable. Owner is fully liable and responsible for any cost or expenses to address any issues or violations of the Governing Documents that arise due to use of a Parking Space or a Parking Tenancy.
- 6.7 Governmental Requirements. All Parking Tenancies must also meet any governmental or quasi-governmental requirements, including registering with the Town of Vail and/or County of Eagle, Colorado for tax purposes.
- 6.8 Association May Enforce Lease. In the event of a Parking Tenancy, the Association shall be entitled, and Owner of a Parking Space Unit shall be deemed to have assigned all rights (but none of the obligations) to the Association, to take

any and all actions that the Owner could as a lessor of their Unit including enforcement of Governing Document requirements and/or seeking eviction of a Tenant for failure to comply with any of the lease terms including the Association's Governing Documents. Regardless of these enforcement rights, the Association is not obligated to take such action and Owners are responsible for all actions or omissions of their Guests and may be fined and assessed for such actions or omissions.

- 6.9 Current Resident Parking Permit. Current Residents shall register their Vehicle(s) with the Managing Agent and shall display a Resident Parking Permit in their vehicle(s). Current Residents may only park in the Limited Common Element Parking Unit(s) assigned to their Residential or Commercial Unit. Vehicle registration may occur by submitting a Parking Registration Application to Managing Agent in order to procure a Resident Parking Permit. Upon approval by the Association or Managing Agent of a Parking Registration Application, the Association or Managing Agent shall issue a Resident Parking Permit to the Current Resident which must be displayed in a readily visible location on the vehicle. The Resident Parking Permit is non-transferable and the vehicle license plate must match the Parking Registration Application information on file with the Association or Managing Agent. It is the Current Resident's obligation to update any change to Registered Vehicle information. Oversized vehicles which do not fit within the parking line parameters of a regular sized parking space are not permitted.
- 6.10 Guests. All Guests must procure Guest Parking Permits by having the Owner request a dated Guest Parking Permit for temporary Guests from Managing Agent. Said request must include the vehicle make, model and license number as well as the number of days that the Guest Parking Permit will be valid. The Guest must use and display said Guest Parking Permit in a readily visible location on the vehicle. The vehicle make, model and license plate must match the information on file with the Association or Managing Agent.
- 6.11 Violations. Parking violations may be enforced by the Association and/or its Managing Agent either directly or through third party contractors or any authorized agent of any of the foregoing or by seeking any and all remedies, including filing of a parking violation complaint, towing and booting, as provided for in the Town of Vail Code for parking on private property per Article 7-3B of the Town of Vail Code. The fine structure is set forth the Enforcement Policy and includes towing and booting. All other provisions of the Enforcement Policy are applicable to enforcement of these Parking Rules, except that only Owners are entitled to request a Hearing as that privilege does not extend to Non-Owner Current Residents or Guests. It is the intent of the Association that each of the enforcement mechanisms and penalties shall be in addition to and not in lieu of any other enforcement mechanisms and penalties that may be available to the Association.



- 6.12 Towing. In the event of the towing of a violating vehicle, the Association shall immediately notify the Town of Vail police department and indicate the name of the towing company which towed the vehicle and the location of the storage of the vehicle.
- 6.13 Booting. The Association may place an immobilization device owned by the Association or request placement of an immobilization device by law enforcement upon a violating vehicle. In such event the Association shall:
- 6.13.1 Affix a notice to the motor vehicle in a conspicuous and obvious manner containing the name, address and telephone number of the Association contact person, the amount of the boot removal fee and the right to have the boot removed upon payment of the boot removal fee; and
- 6.13.2 Maintain personnel able to remove the boot and release the vehicle to its owner or authorized operator upon payment of a boot removal fee, with such personnel available twenty-four (24) hours per day, seven (7) days per week.

**UNDER NO CIRCUMSTANCES SHALL THE ASSOCIATION BE LIABLE FOR ANY DAMAGE TO A VEHICLE THAT IS TOWED OR BOOTED OR IMMOBILIZED OR FOR ANY CLAIMED DAMAGES DUE TO THE TOWING OR IMMOBILIZATION OF THE VEHICLE.**

- 6.14 No Vehicle Repairs. Except as provided for below no vehicle may be repaired, oil changed, serviced, rebuilt, dismantled, painted, or otherwise worked upon at the Project:
- 6.14.1 Emergency actions such as jump starting or towing an inoperable vehicle;
- 6.14.2 Windshield replacement or repair; and
- 6.14.3 Emergency tire repair with Managing Agent approval.
- 6.15 Safety. Vehicles using the easements, driveways, parking garage and all vehicular access throughout the Property must proceed safely. All vehicles including motorcycles must park in appropriately designated parking spaces and shall not block in any way any egress or ingress, or the ability of any other vehicle to enter or exit safely from the Property. Idling of vehicles including motorcycles is prohibited to reduce noise and exhaust.
- 6.16 Street Legal Vehicles; No Inoperable Vehicles; Registered Vehicles.
- 6.16.1 Inoperable vehicles shall not be parked in a Parking Space. If a properly registered vehicle remains unmoved for thirty (30) consecutive days, said vehicle can be towed or removed by the Association or Managing Agent without prior notice. In such event, neither the Association nor Managing

Agent are liable for any damage incurred to the vehicle and the Current Resident who owns the vehicle or whose Guest or Parking Tenant owns the vehicle, as well as the vehicle's owner, shall be liable for the cost of moving the vehicle.

6.16.2 Street Legal Vehicles Only. No heavy duty commercial trucks, trailers, construction/landscaping equipment, snowmobiles, boat, dirt or trail motorcycles without a legal street license plate, nor any other motorized vehicle or recreational vehicle, other than a street licensed automobile or licensed street legal motorcycle, may be parked or driven upon Vail Gateway Plaza. This includes, but is not limited to campers, trailers, and recreational vehicles.

6.16.3 No Unregistered Vehicles. Unregistered Vehicles shall not be parked in a Parking Space and any such vehicle can be addressed per the Enforcement Policy.

## **ARTICLE VII**

### **UNIT INSPECTION AND CLAIMS PROCESS**

7.0 Key to Unit. Owners are required to maintain all portions of their Unit, but Vail Gateway Plaza is currently required to insure the interior of the Units other than contents, personal property and upgrades from original finishes. In order to minimize exposure to insurance claims as well as damage to Vail Gateway Plaza, each Owner, within thirty (30) days of enactment of these Rules, must provide Managing Agent with a key to the Owner's Unit. In the event an Owner fails to comply with the requirement herein for access to their Unit and another Unit or Common Elements are damaged, Owner will be responsible for all costs associated with the repair of the damaged property, including, but not limited to, damage to the Unit(s) and/or Common Elements.

7.1 Inspection of Unit. At the Association's sole discretion and in order to protect the Common Elements and other Units, as well as to reduce exposure to insurance claims, the Association may enter a Unit if the Association or Managing Agent has a good faith belief or concern as to the condition or status of a Unit. In such event the Association or Managing Agent may inspect the Unit to ensure that no damage or condition has or may occur within or related to the Unit that might place the Common Elements or other Units at risk and/or that could lead to an insurance claim or increase in insurance premium costs. If possible, the Association may attempt communication with an Owner in advance and request access to the Unit, but in the event of an emergency or if an Owner does not timely respond, the Association, Managing Agent, or their agent may enter the Unit. Any costs related to gaining access to a Unit shall be the Owner's responsibility.

- 7.2 Damage Detected by Association. In the event damage to a Unit is detected by the Association or Managing Agent, the Association will endeavor to notify the Owner and take steps deemed reasonable by the Association or Managing Agent to protect the Common Elements, other Units, persons at Vail Gateway Plaza, and/or to reduce an insurance damage claim. If the damage is to an area that the Association is required to insure per the Governing Documents it shall be addressed as set forth below and in the Declaration. If the damage to a Unit is not an event that falls under Association insurance requirements and is related to a portion or aspect of a Unit that is the obligation of an Owner to maintain, repair or replace per the Association's Governing Documents ("**Owner Obligation**"), the Owner is responsible for timely addressing the same at Owner's sole cost and expense. The Association or Managing Agent may perform Owner Obligation work at the Owner's cost if an Owner fails to timely do the necessary repair work or if the failures to timely perform the work might adversely affect the Common Elements, other Units, persons at Vail Gateway Plaza, or create the risk of an increased insurance damage claim.
- 7.3 Damage Detected by Owner. If an Owner detects damage to the Common Elements or a Unit, the Owner will immediately notify the Association and Managing Agent in writing, and if the same impacts the reporting Owner's Unit the Owner will take reasonable steps to mitigate the damage. Upon such notice, the Association or Managing Agent shall be entitled to enter the Unit to inspect and address the damage as provided herein and the Governing Documents.
- 7.4 No Obligation to Inspect. The Association shall have no responsibility or liability to an Owner to detect damage or related issues within a Unit. If the Association or Managing Agent should inspect a Unit, the purpose of the inspection(s) is solely to look for issues that may compromise the Common Elements or other Units or potentially create an increased risk of an insurance damage claim. The Association's failure to conduct inspections or detect any issues in a Unit shall not be the basis for any claim by any Owner or third person against the Association.
- 7.5 No Obligation or Duty to Others. The Association's exercise of its rights hereunder shall not create any liability or duty owing by the Association to any Owner or third person, including any personal injury or property damage claims.
- 7.6 Owner Insurance. Pursuant to Article 24 (a) (viii) of the Declaration, Owners are required to insure improvements and fixtures installed by any Owner after initial construction of the Unit as well as all furniture and personal property.
- 7.7 Insurance Claims and Deductibles. The following governs processing of insurance claims and deductibles:
- 7.7.1 Processing Insurance Claims. In the event of a damage claim the Association is required to insure under the Governing Documents, the

Association will submit the claim to its insurance carrier if the monetary value of the claim warrants submittal as reasonably determined by the Executive Board of Directors. The impacted Owner(s) will fully cooperate with the Association at all times during the damage evaluation, insurance and restoration process.

- 7.7.2 Restoration Process. The Association is authorized to contract for and proceed with any necessary restoration work in the event of damage to a Unit for which the Association is required to provide insurance coverage. Damage that the Association is required to provide insurance coverage for but which under the Governing Documents is defined as an Owner obligation to repair and maintain, such as the interior of a Unit, is referred to herein as “***Insured Restoration Work.***” The Association can require an impacted Owner to manage the Insured Restoration Work including the Owner being a party to the restoration contract with the Association’s selected contractor. Owners shall fully and timely cooperate with all aspects of the Insured Restoration Work as required by the Association.
- 7.7.3 Insurance Proceeds. The Association shall have sole authority for distribution of insurance proceeds for such Insured Restoration Work and said insurance proceeds shall only be held in Association accounts and shall not be provided to directly to the Owner but will be made payable to the restoration contractor(s) per proper construction procedures. Any surplus insurance proceeds shall be addressed as provided for in the Declaration but the Association may utilize said funds to offset related expenses such as attorney and management fees
- 7.7.4 Warranty. Any punch list or warranty work or issues that may arise in relation to the Insured Restoration Work shall be the obligation of the Owner to address unless determined otherwise by the Association.
- 7.8 Deductible and Costs. Pursuant to Section 35(h) of the Declaration, if an Owner or Guest causes property loss or damage due to their negligence, the Owner shall be liable for the cost of any loss or damage, including deductibles, except to the extent covered by insurance obtained by the Association.
- 7.9 Renter’s Insurance. Owners who lease their Unit are required to have Tenants obtain renter’s insurance and provide a copy of such policy to the Managing Agent.

## **ARTICLE VIII** **NUISANCES AND CONDUCT OF OWNERS**

- 8.0 General.

- 8.0.1 Pursuant to Article 35 of the Declaration, no Owner or Guest shall make or permit any disturbing noises, noxious or offensive odors, or any noxious or offensive activity that is a nuisance, embarrassment, disturbance, or annoyance, or any activity that interferes with the rights, comforts, conveniences, or use and quiet enjoyment of Vail Gateway Plaza of other Owners or Guests.
  - 8.0.2 Pursuant to Article 35 of the Declaration, no Owner or Guest shall do anything to result in a violation of an applicable statute, rule, or ordinance.
  - 8.0.3 Pursuant to Article 35 of the Declaration, no Owner or Guest shall do anything to cause an increase in insurance premiums or the cancellation of any insurance policy.
- 8.1 Certain Rights. Owners and Guests shall do nothing that would interfere with the rights, comforts, convenience, or use and quiet enjoyment of by other Owners and Guests.

## **ARTICLE IX SMOKING RESTRICTIONS**

- 9.0 Prohibition. Pursuant to the Town of Vail Code 5-4-3, the Association declares the entire Vail Gateway Project as smoke free. Consequently, Smoking is not permissible of any Tobacco Product or plant material combustible substance or derivation thereof, including without limitation, marijuana or other product derived from marijuana upon any portion of the Vail Gateway Plaza, including Units. This smoking ban applies to the Units, Common Elements, Limited Common Elements which include Decks and all exterior areas of the Project.
- 9.1 The following definitions are applicable to this Article:
- 9.1.1 Smoking: Smoking is the lighting of any cigarette, cigar, pipe, or the activation of an electronic smoking device, or the possession of any lighted cigarette, cigar, pipe or activated electronic smoking device, regardless of its composition
  - 9.1.2 Tobacco Product: Tobacco Product is a product that contains tobacco or is derived from tobacco and is intended to be ingested, inhaled, smoked, placed in oral or nasal cavities, or applied to the skin of an individual, including, without limitation, cigarettes, cigars, cigarillos, kreteks, bidis, hookah, and pipes; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff and snuff flour, snus, plug and twist, fine cut, and other chewing or dipping tobacco; shorts, refuse scraps, clippings, cuttings, and seepings of tobacco; and any other kinds and forms of tobacco, prepared in such manner as to be suitable for both chewing or for

smoking in a cigarette, pipe, or otherwise, or both for chewing and smoking.

- 9.2 No Cultivation of Marijuana. There shall be no cultivation of marijuana of any amount in a Residential or Commercial Unit or any other part of Vail Gateway Plaza.
- 9.3 Penalty. Should any Owner, Guest, or other person violate these restrictions, such offending party may be subject to a fine and/or other penalty as determined by the Executive Board of Directors and/or as set forth in the Enforcement Policy. Enforcement may also be sought through the Town of Vail under the Town of Vail Code Sections 5-4-6 and 1-4-1 (Ord. 22(2016) § 1).

## **Article X**

### **PETS AND ANIMALS**

- 10.0 Restricted Access for Pets. Owners and their immediate family members are entitled to bring Pets in Vail Gateway Plaza, subject to these Rules. Pursuant to Article 35(e), “**Allowed Pets**” are domesticated dogs, cats, birds or fish. Guests who are not Tenants are not permitted to bring Pets upon Vail Gateway Plaza unless they are present at the Unit at the same time as the Owner. Tenants are not permitted to bring Pets upon Vail Gateway Plaza subject to the ADA/FHA provisions herein. For purposes of this Section, Guest does not include immediate family members of the Owner whom are permitted to bring Pets upon the Project without the Owner being in residence but remain subject to all requirements of these Rules. Owners may apply to the Executive Board of Directors for the right to allow persons other than Owners and their immediate family members to bring a Pet upon the Project. Approval of any such request must be in writing signed by a majority of the Executive Board of Directors.
- 10.1 No Breeding. Pets shall not be kept, bred, or used for any commercial purpose or home occupation, including but not limited to: boarding, breeding, selling, pet sitting.
- 10.2 No Roaming. Pets must be confined to the Owner’s Unit and shall not be allowed to roam free or be tethered. Pets shall not be left unattended on Decks. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.
- 10.3 Animal Waste. All animal waste shall be immediately cleaned or picked up and shall only be discarded with a secure bag in outside trash containers. No Owner shall allow a Pet to defecate or urinate at the Project. All Pet Owners shall immediately clean up after any Pet that does the same.

- 10.4 Damage. Pet Owners are responsible for any damage caused by Pets to other Units, Common Elements and Limited Common Elements. Pet Owners are responsible for any damage or injury caused by the Pet to another Pet or person. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the Unit Owner.
- 10.5 Nuisance. No Pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior include but are not limited to:
- 10.5.1 Pets whose unruly behavior causes personal injury or property damage;
  - 10.5.2 Pets in Common Elements that are not under the complete voice control of a responsible human companion and on a hand-held leash of no more than 20 feet in length, or contained in a pet carrier;
  - 10.5.3 Pets who exhibit aggressive or other dangerous or potentially dangerous or threatening behavior;
  - 10.5.4 Pets who are conspicuously unclean or parasite infested;
  - 10.5.5 Pets who bark or howl so as to disturb the peace and quiet of others. Pets that violate this provision can be subject to removal from the premises and impoundment with attendant fines if the barking and howling continues or occurs again after one written warning.
- 10.6 ADA and Fair Housing.
- 10.6.1 Federal regulations under the Americans with Disabilities Act, Fair Housing Act and the Colorado Fair Housing Act, provide for certain reasonable accommodations for a disabled person to enjoy housing opportunities which under certain circumstances may be made in rules, policies, practices or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.
  - 10.6.2 Service Animals. Pursuant to the ADA, any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Service Animals are permitted at Vail Gateway Plaza. Managing Agent shall have the ability to require some proof of the need for the accommodation if the disability and necessity is not obvious and the following information may be requested when the accommodation is not obvious: (1) is the dog a Service Animal required because of a disability, and (2) what work or task has the dog been trained to perform. A Service Animal may be requested to be removed from the premises if:

(1) the dog is not in Control, as defined herein, and the handler does not take effective action to Control it; or (2) the dog is not housebroken. Guests and Renters are encouraged to advise Managing Agent of intention to bring a Service Animal upon the Project.

10.6.3 Assistance Animals. Assistance Animals are not Service Animals and are generally defined as animals that provide comfort, support or assistance to a person with disabilities without rising to the level of a Service Animal. Assistance Animals, unlike Service Animals, do not need to be individually trained or certified and are not limited to dogs.

10.6.4 Short Term Tenants. Assistance Animals are not permitted for Short Term Tenants.

10.6.5 Long Term Tenants or Guests. Long Term Tenants or Guests may apply for an Accommodation for an Assistance Animal by providing to Managing Agent no less than 30 days in advance of the intended stay a written request for such accommodation. The accommodation request must provide the following to permit Managing Agent to make a meaningful review of the accommodation request:

10.6.5.1 A statement from a physician, psychiatrist, social worker, mental health or other professional that;

10.6.5.2 The applicant has a disability that impairs one or more daily life functions and;

10.6.5.3 The Assistance Animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability

10.7 Indemnity. Owners shall indemnify the Association and other Owners and hold them harmless against loss or liability of any kind arising from their Pet(s) or Pet caregivers. Neither Executive Board of Directors members, Management, Association agents, Owners, or other persons authorized herein to enforce the provisions of this regulation shall be held in anyway responsible for any act taken pursuant to this regulation including but not limited to, any injury, accident, damage to persons or property, or subsequent disease or injury to an impounded or removed Pet which could be suffered by a Pet as the result of the administration or implementation of this regulation.

10.8 Enforcement. Enforcement shall occur per the Association's Enforcement Policy.

10.9 Proof of Licensure. It shall be the duty of any Pet owner to provide proof of licensure, up to date vaccinations for each Pet, and confirm existence of



homeowner's insurance for any liability or personal injury caused by the Pet. The registration and vaccinations may be through the home state of the Pet Owner subject to the requirements herein. The Association is entitled to request documentary proof of the foregoing at the Association's discretion.

10.10. Control.

10.10.1 It shall be the duty of any Pet owner or caretaker to keep their Pet under voice control and to prevent the Pet from running at large, becoming a danger or nuisance to persons or property or trespassing on the property of another. Control of a Pet means physical control by means of a leash, rope or chain no longer than 20 feet in length, in a carrier or under voice control.

11.10.2 A Pet shall be deemed not under control when:

10.10.2.1 Running at large in the General or Limited Common Elements or on the private property of another Unit Owner, without authorization, and not under leash control by the Pet Owner's or another responsible member the Pet Owner's family or agent or employee of the Pet Owner's family, either by leash, rope, or chain not to exceed 20 feet in length or in an animal carrier;

10.10.2.2 Pet inflicts injury or damage to the person or property of anyone other than the Pet owner;

10.10.2.3 A female un-neutered Pet, during its period of estrus, is not securely confined on the property or in the premises of the Unit Owner;

10.10.2.4 A Pet within the open portion of a vehicle parked in at the Project, whether restrained or not, and is creating a danger to persons and/or property in the immediate vicinity. Pets belonging to Unit Owner's Contractors are not allowed upon the Project;

10.10.2.5 The Pet acts threatening to another person or Owner and/or places another person or Owner in fear for their safety or wellbeing.

10.11 No Vicious Pets. No Pet owner or Unit Owner shall keep a vicious Pet upon the Project. A vicious Pet shall include, but not be limited to, a Pet that growls, barks in an aggressive manner, snaps, bites or exhibits aggressive or threatening behavior to other owners, guests, or visitors. Vicious Pets may be impounded under this rule and/or required to be immediately removed from the Project. Town of Vail code definitions may be applied in the discretion of the Executive Board of Directors or Managing Agent in this regard.

10.12. Impounding of Pets.

10.12.1 The Association or member thereof or designated agent, or Town of Vail Animal Control Officer, may apprehend any stray Pet or unknown Pet, endangered Pet, dangerous Pet or any Pet found running at large or not under control and impound such Pet. While reasonable efforts shall be made by the Association and Managing Agent to address violations of these Pet Rules per the Enforcement Policy but in the event of the foregoing circumstances may exercise discretion to impound the Pet.

10.12.2 After impoundment, the Association or designated agent shall use reasonable efforts to contact the impounded Pet's owner, if known, or if the owner of the Pet is unknown, or if the Pet is a stray, Notice shall be posted at one or more conspicuous places at the Project describing the Pet, place and time of impounding. The owner of the impounded Pet may reclaim said Pet upon payment of all costs incurred or charges imposed by the Association and/or the impounding agency.

10.13 Interference with Animal Control Officer. No person shall interfere with, molest, hinder or obstruct the Association or its designated agent in discharging his/her duties under these rules.

10.14 Threatening of Wildlife and Livestock. The Project is located in a mountain area. No person shall permit and/or allow a Pet to run after, pursue, bite, snap at, attack or otherwise threaten wildlife and/or livestock. In the event that any Pet is found threatening any such wildlife and/or livestock, said Pet may be impounded under this regulation and/or required to be immediately removed from the Project.

10.16 Liability for Accident or Subsequent Disease from Impoundment. At no time will Vail Gateway Plaza, its Executive Board of Directors, employees or agents, Managing Agent, or persons authorized herein to enforce the provisions of this regulation be held in anyway responsible for any act taken pursuant to this regulation including but not limited to, any accident or subsequent disease which could be suffered by a pet as the result of the administration or implementation of this regulation.

10.17 Dog Assessment. In order to defray the costs associated with dogs and waste product clean up from dogs at Vail Gateway Plaza, an Assessment can be levied. The amount charged for Pet Assessments may be changed from time to time as deemed appropriate by the Executive Board of Directors. There is no current Pet Assessment.

**Article XI**  
**DESIGN REVIEW PROCEDURES**

## 11.0 General.

- 11.0.1 Article 3 of the Declaration provides that an Owner who owns adjoining condominium units may remove or alter any intervening wall between the adjoining units, provided that such acts do not impair the structural integrity, electrical systems, and mechanical systems or less the support of any portion of the property. Such removal of intervening walls does not require the consent of the Association or other owners. Nothing in this Section shall be construed to require Association consent to the removal of intervening walls in accordance with Section 3 of the Declaration.
- 11.0.2 These design review procedures are enacted to establish a fair and equitable procedure for review of proposed landscaping or exterior and/or architectural design modification to Units within Vail Gateway Plaza.
- 11.0.3 The Executive Board of Directors shall review, study and either approve or reject proposed improvements on any Unit, all of which must be in compliance with the Declaration and existing zoning and Town of Vail requirements and restrictions, and as further set forth in these Design Review Procedures and Guidelines and other standards that may be adopted and established from time to time by the Executive Board of Directors.
- 11.0.4 The Executive Board of Directors shall exercise its best judgment to see that all improvements, alterations, modifications or changes to a Unit conform and harmonize with any existing structures as to external design, quality and type of construction, materials, color, location on the building site, height, grade and finished ground elevation, and all aesthetic considerations set forth in the Declaration, these Design Review Procedures and Guidelines, it being understood that such judgment shall complement, but shall not supersede or conflict with, Town of Vail Zoning and Land Use Regulation for such Property. Any expansion of the building footprint of the Unit (not including any deck expansion) is generally not permitted, because it generally does not harmonize with Vail Gateway Plaza and would generally create an undue impact on neighboring Units.
- 11.0.5 No improvement on a Unit shall be erected, placed, reconstructed, replaced or otherwise altered, nor shall any construction, repair, or reconstruction be commenced until plans for such improvement, alteration, modification or change shall have been approved by the Executive Board of Directors in compliance with the Declaration and these Design Review Procedures and Guidelines.
- 11.0.6 The actions of the Executive Board of Directors in the exercise of its reasonable judgment regarding its approval and disapproval of plans and

other information submitted to it shall be conclusive and binding on all interested parties.

11.1 Procedures.

11.1.1 All applications for exterior modifications or repair or landscaping changes to any Unit or to perform any type construction or remodel work or make a material change inside a Unit shall be required to be presented in writing to Vail Gateway Plaza's Managing Agent or Executive Board of Directors. The Owner shall first submit a Request for Design Approval to the Association and obtain written approval from the Association before starting any such work. The Request for Design Approval form may be obtained from the Managing Agent. An Owner shall also be obligated to execute an Alteration and Indemnification Agreement prior to commencement of any such work.

11.1.2 The following supporting information pertaining to any proposed modification shall be provided to the Executive Board of Directors with the application so as to provide for fair deliberation and decisions pertaining to the merits of the applicant's proposed modification:

11.1.2.1 Plans and specifications that reasonably detail the proposed modification, including information on proposed materials and colors and a timeline for construction, and the names, telephone numbers and addresses of the proposed contractors;

11.1.2.2 Evidence sufficient to the Executive Board of Directors that the proposed modification does not violate the terms of any document evidencing the security interest encumbering such Unit;

11.1.2.3 Evidence sufficient to the Executive Board of Directors that such modification complies with all governmental and quasi-governmental rules and ordinances;

11.1.2.4 Evidence sufficient to the Executive Board of Directors that the proposed modification will not interfere with the peaceful enjoyment of Gateway Plaza by all other Owners; and

11.1.2.6 Any other information as the Executive Board of Directors may reasonably request in order to consider such modification.

11.2 Approval Procedure. The approval procedure once a complete application is submitted to the Executive Board of Directors meeting all the criteria set forth above shall be governed as follows:

- 11.2.1 If an Owner is delinquent in paying any Assessment or Charge or any other amount due from such Owner under the Association documents, the Executive Board of Directors may decline to consider such proposal until such delinquent amount is paid in full.
- 11.2.2 No proposed modification to a Unit shall be permitted if such proposed modification would adversely affect the support, structural integrity, electrical systems or mechanical systems of any Unit or the Project.
- 11.2.3 In considering each request for approval, the Executive Board of Directors shall attempt to: (1) maintain the first-class appearance of Vail Gateway Plaza; (2) assure that the proposed modification is architecturally compatible with the Unit and the other Units at Vail Gateway Plaza; and (3) assure that the proposed modification does not interfere with the views from adjacent or neighboring Units or the quiet enjoyment of adjacent or neighboring Units or does not otherwise adversely affect the general ambience and spirit of Vail Gateway Plaza. The decision of the Executive Board of Directors approving or disapproving any request of an Owner shall be final and non-appealable either to a higher body or any Court of competent jurisdiction unless the actions of the Executive Board of Directors can be established to be arbitrary and capricious.
- 11.2.4 After the Executive Board of Directors has approved a request for a proposed modification, no material changes to the approved modification shall be permitted without first obtaining the approval of the Executive Board of Directors of the proposed change. If the proposed modification to a Unit is not commenced within six months after such modification is approved, the approval of such modification shall lapse. All work on an approved modification shall be performed in a way that does not unreasonably interfere with the peaceful enjoyment of other Units in Vail Gateway Plaza. After the proposed modification to a Unit is fully completed, the Owner of such Unit shall provide the Executive Board of Directors with notice of such completion.
- 11.2.5 If any modification to a Unit is undertaken without obtaining the approval of the Executive Board of Directors or if any approval of a proposed modification to a Unit is based upon false or misleading information provided to the Executive Board of Directors in connection with the approval process, in either case, the Executive Board of Directors shall be entitled to require the Owner who or which undertook such modification to remove all or any portion of such

modification at such Owner's expense and return the Unit to its original condition.

- 11.2.6 The Executive Board of Directors shall not be responsible or liable for damages because of any failure to act, disapproval or failure to approve or disapprove any request for approval described in this Article or because of any defects in any items submitted to the Executive Board of Directors in connection with any request for approval except for wanton and willful acts or omissions. Any Owner requesting approval by the Executive Board of Directors agrees and covenants not to bring any action or suit to recover damages against the Executive Board of Directors, its Members as individuals, or its advisors, employees or agents or the Association and its Officers and Members except for damage resulting from the wanton and willful acts or omissions of such persons.
- 11.2.7 The affirmative vote of a majority of Members of the Executive Board of Directors shall govern its actions and be the act of the Executive Board of Directors as it related to approval or disapproval of any application for modification of the landscaping or improvement, alteration, modification or change to a Unit.
- 11.2.8 The Executive Board of Directors may avail itself of technical professional advice and consultants that it deems appropriate. The cost of the same shall be borne by the Applicant.
- 11.2.9 All expenses of the Executive Board of Directors incurred in regard to any application for design review and approval shall be paid by the Applicant. The Executive Board of Directors shall have the right to charge a fee for each application submitted to it for review, in an amount, which may be established by the Executive Board of Directors from time to time, and such fee shall be collected by the Executive Board of Directors and remitted to the Association to help defray the expenses of review of application for design review and approval.
- 11.2.10 The Executive Board of Directors may require an Applicant to post a reasonable bond or make a reasonable cash deposit with the Executive Board of Directors as security for the timely completion of the proposed modification or work in compliance with the approval provided by the Executive Board of Directors, the Declaration, any building permits, these Design Review Procedures and Guidelines and any governmental or quasi-governmental regulations. The bond or security deposit may be used by the Association for the following purposes: (1) to complete any work not timely and appropriately

completed in compliance with the approval provided by the Executive Board of Directors, the Declaration, any building permits, these Design Review Procedures and Guidelines and any governmental or quasi-governmental regulations; (2) to compensate the Association for any costs incurred to remove or remediate work that fails to comply with the approval provided by the Executive Board of Directors, the Declaration, any building permits, these Design Review Procedures and Guidelines and any governmental or quasi-governmental regulations; or (3) to compensate the Association for any costs or expenses incurred to the Declaration, these Design Review Procedures and Guidelines, any governmental or quasi-governmental regulations, any building permits or the approval provided by the Executive Board of Directors.

### 11.3 Construction.

11.3.1 No work shall commence until express written approval has been received from the Executive Board of Directors in compliance with the Declaration and these Procedures and Guidelines and until all governmental and quasi-governmental permits are issued and received.

11.3.2 Construction Policy. The Executive Board of Directors shall be entitled to set forth any construction limitations or guidelines to control the construction or implementation of the approved modification. The Vail Gateway Plaza Condominium Association, Inc, Construction Policy is incorporated by reference, and attached as Exhibit A. In the event of any discrepancy between the Construction Policy and these Rules, these Rules have priority. In addition to any requirements or limitations in the Construction Policy, the following rules shall apply:

11.3.3 Contractors and Subcontractors. It is the Owner's sole responsibility and liability to make all general contractors, subcontractors, suppliers, vendors, etc. providing services or goods related to the Work aware of and comply with all rules, regulations, guidelines and terms and conditions set forth by the Association or in its Governing Documents, and further that said person or entity are licensed and insured, and fully comply with any governmental entities' rules or regulations, and that Review Guidelines are fully met and complied with.

11.3.4 Approval and Permits. No work shall commence until express written approval has been received from the Executive Board of

Directors and all governmental and quasi-governmental permits or permissions have been issued.

- 11.3.5 Lavatory. Owner shall be required to provide lavatory facilities inside the Unit to the construction personnel or with the Executive Board of Directors prior written approval establish temporary lavatory facilities in a manner and area approved by the Executive Board of Directors.
- 11.3.6 Utility Lines. Owner shall be required to take all necessary action concerning staking or marking of utility lines that might be disturbed by or in the area of the work so as to ensure that there is no interference with any utilities at the Vail Gateway Plaza.
- 11.3.7 Easements. Owner shall be required to ensure that no easements or utility lines are interfered with as a result of the Work.
- 11.3.8 Return to Original Condition. At the completion of any Work or Exterior Changes, Owner shall be required to return the Common Elements to their proper condition prior to commencement of said undertaking. This expressly includes all lawn and landscaped areas. At no time will an Owner be entitled to disturb the Common Elements, including but not limited to, landscaping or lawn area in a manner different from that previously pre-approved in writing by the Executive Board of Directors of Directors.
- 11.3.9 Start & Finish Information. Owner must ensure that Owner's contractor(s) informs Managing Agent in writing of construction in advance of the start and completion dates. Owner must also provide to Managing Agent prior to work commencing a construction schedule and a list of subcontractors, contact names, and phone numbers. This list should include afterhours/emergency contact names and phone numbers for 24-hour notification for the duration of the construction job.
- 11.3.10 Outside Storage. No materials or equipment of any type can be stored or left outside the Unit except with the prior, express, written consent of the or Managing Agent, and only then in strict compliance with any terms or conditions of said consent. All work must be completed inside the Unit. Work stations are not allowed outside a Unit unless express prior written consent has been given by the Executive Board of Directors.
- 11.3.11 Fire & Energy Systems. All fire system testing and inspections are to be scheduled through the Managing Agent. The Owner is solely



responsible for taking the necessary steps and precautions to avoid false fire alarms. Any costs or expenses arising from a false fire alarm arising from or related to the Exterior Change or Work shall be solely borne and paid by the Owner. Any work that may impact fire and/or life safety systems at Vail Gateway Plaza must be coordinated through the Managing Agent. Costs incurred by the Association for false alarms caused by the Owner and Owner's contractor or subcontractors will be the responsibility of the Owner and immediately reimbursed to the Association by the Owner. Methods employed to avoid false alarms must not compromise life safety in Vail Gateway Plaza. Emergency systems and energy management systems shall not be disconnected under any circumstances without prior written approval from the Executive Board of Directors or Managing Agent. Upon receiving any such approval, the work shall be scheduled through the Managing Agent twenty four (24) hours in advance. Work shall be performed expeditiously and said systems shall be immediately restored. Additionally, personnel or agencies which monitor any such emergency systems or energy management systems must be notified prior to any such work being started. Final fire alarm tie-in and fire sprinkler services shall be performed by a monitoring company at the Owner's sole expense.

11.3.12 Denial of Access. The Association retains the right to deny access to Vail Gateway Plaza to any individual(s), permanently or temporarily, if in the Association's sole discretion such individual(s) commit(s) or is deemed could potentially commit any action which could be considered detrimental or dangerous to Vail Gateway Plaza, the Association, and/or its Owners or Guests.

11.3.13 Prior Notice of Certain Work. Managing Agent shall be notified twenty four (24) hours in advance before any duct, sprinkler line, or water meter is cut or addressed or before moving any air handling equipment, thermostat, etc. Additionally, a twenty four (24)-hour notice shall be given prior to any varnishing, draining of sprinkler lines, or use of toxic materials so that ventilation requirements may be reviewed and such conditions or terms deemed reasonable by the Association or Managing Agent can be imposed. The Association reserves the right to withhold approval for the use of any materials which the Association, in its sole discretion, deems could be harmful to any part of Vail Gateway Plaza or persons or pets at Vail Gateway Plaza.

11.3.14 Combustible & Toxic Material. Owner must ensure that its contractor has a minimum 10 lb. ABC rated fire extinguisher on

the construction site at all times. All flammable, combustible, or toxic materials are to be stored at all times in industry or governmental approved containers which are to be supplied by the contractor. No gasoline-powered devices will be permitted within a Unit. All equipment inside a Unit will be electrically powered. All hazardous or toxic materials must be removed by Owner according to EPA and OSHA guidelines upon completion of the work.

11.3.15 Hazardous Conditions. Owner shall immediately correct any hazardous conditions at the Unit or work site. If Owner fails to correct the hazardous condition, the Association or Managing Agent may take whatever actions in its sole discretion it deems reasonable and Owner must reimburse the Association any costs or expenses so incurred by the Association or its agents.

11.3.16 Comply with all Laws. All state, local and federal safety laws, rules, and regulations must be observed at all times by Owner and its contractors, subcontractors, suppliers and workers. Said persons shall cooperate in every detail with any and all other safety requirements imposed by the Association or the Managing Agent.

11.3.17 First Aid Kit. Owner and its Contractor shall be responsible for providing and maintaining a fully equipped first aid kit at the work site.

11.3.18 Damages or Losses. Owner's Contractor will be responsible for properly protecting and safeguarding its work. The Association shall not in any way be held liable for damage or loss to Contractor's work, equipment, supplies, subcontractors, or workers or agents. Damage to Common Elements, or other Units arising from or related to the work, shall be the responsibility of the Owner and said Owner must immediately repair said damage, subject to prior written approval and terms set by the Executive Board of Directors. In the alternative, the Association may do the repairs and Owner shall immediately reimburse the Association any and all costs and expenses incurred by the Association.

11.3.19 The Association or the Managing Agent may inspect construction areas at any time and stop work if the work is not in compliance with the Association's Governing Documents and/or not in accordance with plans and specifications approved by the Executive Board of Directors. Such work stoppage shall not relieve the Owner of its responsibility for timely completion of work pursuant to any contractual agreement, nor shall the Association or

Managing Agent be liable for resulting damage claims of the Owner arising from or related to said action by the Association or Managing Agent. The Association does not provide for or guarantee security at the job site. Such security shall be the sole responsibility of the Owner.

11.3.20 Music on Site. No radios, television sets, or recorded music will be allowed at the construction site with the exception of sound transmitted solely by headphones or earplugs.

## **Article XII** **DEFINITIONS**

12.0 General. In addition to the capitalized terms herein, the following definitions are applicable. Any terms not defined herein shall have the meaning provided for in the Governing Documents or CCIOA:

12.0.1 Enforcement Policy. The Association has adopted a Policy Regarding Enforcement of Rules pursuant to C.R.S. §38-33.3-209.5. The Enforcement Policy shall govern in regard to enforcement of these Rules and Regulations except where alternative enforcement provisions are provided for herein for a specific enforcement issue.

12.0.2 Tenant. Tenant includes to a Residential Tenant, Commercial Tenant or Parking Space Tenant.

## **Article XIII** **MISCELLANEOUS PROVISIONS**

13.0 Violations Deemed a Nuisance. Every violation of any part of the Association's Governing Documents is deemed to be a nuisance and is subject to all of the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law and equity against anyone in violation is available. The Executive Board of Directors, in addition to any other remedy, may also assess the Owner and/or Guest such monetary fines, whether one time or repeating until the violation ceases, as determined by the Executive Board of Directors in their sole discretion. Any fine assessed shall become an additional Assessment against the Unit of the Owner.

13.1 Compliance. Each Owner or other occupant or user of any part of the Vail Gateway Plaza shall comply with all provisions of the Association's Governing Documents.

13.2 Failure to Comply. Failure to comply with the Association's Governing Documents is grounds for an action to recover damages and/or equitable relief.

- 13.3 Who May Enforce. Any action to enforce the Association's Governing Documents may only be brought by the Association, the Executive Board of Directors, or the Managing Agent in the name of the Association on behalf of the Owners.
- 13.4 Remedies. In addition to the remedies set forth in the Association's Governing Documents, any violation of the Association's Governing Documents shall give the Executive Board of Directors or the Managing Agent, on behalf of the Owners, the right to enter upon the offending part and take the reasonable peaceful action to abate, remove, modify, or replace at the expense of the offending Owner and/or Owner's Guest, any structural thing or condition which may exist thereon, contrary to the terms, interests, or meaning of the Association's Governing Documents, and an Owner grants to the Association and/or Managing Agent a permanent easement in and to his/her Unit for said purposes. All costs incurred by the Association or Managing Agent shall be an expense of and immediately reimbursed by the Owner or other person responsible for the offending condition.
- 13.5 Non-exclusive Remedies. The remedies set forth herein are cumulative and non-exclusive.
- 13.6 No Waiver. Failure of the Executive Board of Directors, Managing Agent, or the Association or aggrieved Owner to enforce the Association's Governing Documents shall not be deemed a continuing waiver of the right to later demand strict compliance or a waiver as to any subsequent violations or the right to enforce any other part of the Association's Governing Documents at any future time.
- 13.7 No Liability. No Member of the Executive Board of Directors or the Managing Agent or any Owner shall be liable to any other Owner for the failure to enforce any of the Association's Governing Documents at any time.
- 13.8 Recovery of Costs. Subject to the provisions of the Enforcement Policy and C.R.S. 38-33.3-123, which applies to pre-existing communities, regarding attorney's fees, if legal assistance is obtained by the Association to enforce any provisions of the Association's Governing Documents or with any legal claim, whether or not suit is brought, for damages or enforcement or interpretation of the Association's Governing Documents, or the restraint of an actual or potential violation of the Association's Governing Documents, the Association shall be entitled to recover all attorney's fees and costs so incurred from the person(s) whose actions or inactions violated the Association's Governing Documents.
- 13.9 Modification of Rules. The Executive Board of Directors may modify and amend these Rules as provided for in the Governing Documents.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned President of Vail Gateway Plaza Condominiums, a Colorado nonprofit corporation, certifies that these Amended and Restated Rules and Regulations were adopted in compliance with the Governing Documents

Vail Gateway Plaza Condominiums, Inc.  
A Colorado non-profit corporation,

By: \_\_\_\_\_  
President of the Executive Board of Directors