

INTERLOCHEN CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Interlochen Condominiums, the Common Property, the Common Facilities, the General Common Elements, the Limited Common Elements and the Condominium Units located thereon shall be deemed in effect until amended by the binding upon all Condominium Unit Owners of the Interlochen Condominiums. All such owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. All defined terms used herein shall have the same meaning herein as such terms have in the Condominium Declaration for the Interlochen Condominiums. Said Rules and Regulations are as follows:

DELINQUENT ASSESSMENTS

1. Purpose. In order to assure timely collection of assessments in order for the Association to timely pay its bills, it is necessary to adopt a delinquent assessment policy.
2. Policy. WHEREAS, paragraph 20 of the Condominium Declaration for Interlochen Condominiums, states that “all owners shall be obligated to pay the estimated assessments imposed by the Board of Directors...”, and that “assessments for the estimated common expenses, including insurance, shall be due monthly in advance on the first day of each month, and shall draw interest at eight Percent (8%) per annum if not paid within fourteen (14) days of such due date, and

WHEREAS, there is a need to establish orderly procedures for the collection of assessments which remain unpaid past their due date since delinquent assessments pose a serious financial and administrative burden on the Association, and

WHEREAS, it is the intent of the membership and the Board of Directors to establish steps for the collection of delinquent assessments;

NOW THEREFORE, BE IT RESOLVED THAT the procedures for collection of delinquent assessments be as follows:

- (a) Each monthly assessment is due and payable on the first day of each month and interest will accrue from the 15th of the month.
- (b) Interest at eight percent (8%) per annum will be assessed each month and interest will accrue from the 15th of each month.

- (c) Delinquent accounts not paid by the twenty-fifth day of the month will be assessed a ten dollar (\$10.00) administration cost. An additional ten dollar (\$10.00) charge will be made each month thereafter until the account is paid.
- (d) Additional penalties for overdue assessments, fines, and other charges will be applied as per **Section 4.10** of the Bylaws approved at a special general membership meeting of the Association on **October, 2006**.
- (e) In the case of payments which are delinquent for sixty (60) days or more, owners will be sent a letter by the Association's Treasurer requesting payment of all charges.
- (f) If the amount which is delinquent plus interest and late charges as per **Section 4.10**, is not received in the ten (10) day notice period, a letter of "Notice of Intent to File Lien" will be sent to the owners. If the amount which is delinquent plus interest and late charges is not received in the ten (10) day notice period, a lien upon the delinquent unit will be filed as provided in paragraph 21 of the Condominium Declaration. Such lien will include interest at eight percent (8%) per annum, late charges as per **Section 4.10** of the Bylaws, an additional Fifty Dollar (\$50.00) administrative fee and reasonable attorney's fees. A copy of the Notice of Lien will be sent to the unit owner and the holder of the first deed of trust of record.
- (g) If a member believes there is an error in his/her assessment, he or she will not withhold payment; rather, the member shall contact the Treasurer of the Association for clarification.

EXCESSIVE NOISE

1. Purpose. In order to promote enjoyable living for both residents, and visitors, and because of inadequate sound-proofing between condominium units, it is necessary to adopt guidelines to control excessive noise. The Board of Directors encourages owners, their guests, and renters to abide by these guidelines in a mutual spirit of neighborly consideration and compromise.
2. Definition. Excessive noise is that whose volume is such that it is clearly audible and disturbing to occupants of other units. It includes, but is not limited to music, television, radio, voices, animal barking or howling, boisterous activity.
3. Policies.
 - (a) At all times the volume of a stereo, television, or radio should be at a moderate level so that it does not create a disturbance to persons in an adjoining unit or elsewhere in the complex.
 - (b) Continuous barking or howling by an animal is not permitted at any time.

- (c) Between the hours of 10:00 p.m. and 7:00 a.m. the volume of a stereo, television, or radio shall not be at all audible outside a unit or to occupants of an adjoining unit. During these hours there shall be no loud voices or boisterous activities that would disturb occupants of other units.
- 4. Enforcement. If a complaint is made and the Manager concurs with its validity a \$50.00 fine will be levied against the owner of the unit creating the disturbance. Then each subsequent notification will carry an additional \$50.00 fine.
- 5. Promulgation. It will be the responsibility of owners to inform their renters and guests of these rules.

PARKING

- 1. Purpose. In order to allow for timely and complete snow removal, to prevent abandoned cars from being left on the Association's parking lot and to help the Town of Vail to meet its obligation of plowing South Frontage Road, the following procedures to control parking are necessary. The Board of Directors encourage owners, their guests, and renters to abide by these guidelines recognizing that they exist to promote everyone's enjoyment of Interlochen.
- 2. Policies.
 - (a) Parking areas shall be used only for the purpose of parking passenger cars or other vehicles whose dimensions (including load) would conform comfortably to the size of the parking space. No vehicle shall be parked in such manner as to impede or prevent ready access to, or egress from, any other parking space, block a walk-way, or to interfere with the flow of vehicular or pedestrian traffic. **ONLY (2) Vehicles may be parked behind each other in the EAST or WEST LOT, and in front of C & D BUILDING. Parking (3) Vehicles deep is SHALL NOT ALLOWED.**
 - (b) The owner of each unit shall be entitled to a minimum of one designated parking space. Visitor's spaces will be used for visitors only. In certain circumstances, and only with the permission of the manager, an owner may use an additional space on a temporary basis.
 - (c) Each owner or long-term renter shall register or identify all vehicles authorized to park. Any improperly parked vehicle, after attempted notification by the manager, may be towed at the complaining party's expense and responsibility.
 - (d) It will be the responsibility of the unit owner to inform his renters or guests of these rules.
 - (e) No vehicles shall be left standing in a parking space in a non-operative condition or unlicensed, nor shall there be any major repairs to vehicles done in parking area.

(3)

- (f) Vehicles will not be stored on the premises. Any vehicle not moved for a period of two weeks, unless permitted by the manager, is considered a stored vehicle and is prohibited.
 - (g) **All vehicles must be moved within 24 hours in any snowfall in excess of six (4") inches.**
 - (h) No boats, trailers, large trucks, other than pickups used for personal transportation, or items other than automobiles, vans, and/or pickup trucks used for personal transportation may be left standing in any parking space.
 - (i) All owners/tenants with visitors longer than one (1) night must register their vehicle with the Manager to avoid towing charges.
3. Enforcement. If a complaint is made and the manager concurs with the validity, he will request immediate compliance with the rules. For a second violation, the unit owner will incur a \$50.00 fine. Subsequent violations shall be \$75.00, and \$100.00 fines.

(see also Enforcement page 6)

BALCONY USE

1. Purpose. In order to ensure a neat and orderly appearance of the exterior portions of the property, it is necessary to adopt guidelines to control outdoor common and limited common areas. Keep in mind what one person may find acceptable another might not. We are striving for a neat appearance.
2. Policies.

The following items may exist on decks.

- (a) Two chairs in good repair and one 24" (maximum) diameter table.
- (b) One gas/electric grill. (No charcoal grills, torches, or open flame articles are allowed on premises, stored or otherwise.)
- (c) Bicycles & tricycles must be neatly hung from hooks or parked on a deck. Maximum of four (4) per deck. If any question exists contact the managers.
- (d) Firewood must be neatly stacked and stored on decks.
- (e) Flower pots and containers must only be left on deck in season and planted.

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(f) Common areas will not be used for storage or holding space of personal items at any time.

(g) No additional items will be stored on decks.

3. Enforcement. The resident manager shall, from time to time, inspect the balcony areas for improper usage. He may also accept complaints from other owners. Upon receipt of a complaint, or acting upon his own personal knowledge of a violation, he shall request immediate compliance with the rules. For a second violation the unit Owner will incur a \$50.00 fine. Subsequent violations shall be \$75.00, and \$100.00 Fines.

(see also Enforcement page 6)

ANIMALS

1. Definitions. For the purpose of this Article, the following terms shall be defined as follows:

(a) Owner. A person, firm, corporation, partnership, association, or other legal entity or any combination thereof, now or hereafter, owning one or more condominium units subject to regulation by the Association.

(b) Premises. Any property or whatever kind owned by the Association or subject to the Condominium Declaration of Interlochen Condominiums as the same may be amended and supplemented.

(c) Animal. Any dog or cat or any other animal residing as a pet.

2. Policies.

(a) A condominium owner may keep one dog, two cats, and other household pets as approved and registered with the Board of Directors or the Manager. No renters, short or long term, may keep dogs, cats or other household pets.

(b) No pet may be kept or bred for commercial purposes.

(c) All pets shall be registered with the Board of Directors or Manager and shall otherwise be registered and inoculated as required by law. Pet Owners shall complete and deliver to the Association, a Pet Registration Form, registering their pet with the Association. In the event an Owner with a pet does not register their pet with the Association, a Fine in the amount of \$250.00 shall be levied. A dog shall wear an identification tag.

- (d) A female dog while in heat shall be kept confined in a building or secure enclosure by its owner in such a manner that she will not be in contact with another dog nor create a nuisance by attracting other animals.

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- (e) An animal outside its home unit is to be kept under control by the owner at all times. The animal shall be: (i) attached to a person by a chain or leash, or (ii) "at heel" beside a competent person, or (iii) obedient to a person's command, or (iv) in a cage, aquarium, or similar confinement.
- (f) Pet owners are responsible for any property damage, injury to persons or other pets, and disturbances their pets may cause or inflict, and shall hold the Association, the Board of Directors, the Manager, and any unit owner free and harmless from any loss, claim, or liability arising from injury to a person or pet, or damage to property.
- (g) Pet owners may not allow their animals to damage, soil, defile, or defecate on any part of the premises outside the animal's home unit. Animals are not to be taken off the premises to relieve themselves. The owner is responsible for removal of any feces left by his pet on the premises.
- (h) Pet owners may not allow their animals to cause unsanitary, dangerous or offensive conditions at any location within the premises.
- (i) Pet owners may not allow their animals to continually make loud and objectionable noises of sufficient volume so as to disturb the quiet enjoyment of an adjacent or other units within the premises.

3. Enforcement

- (a) Any unit resident who observes a violation of the policies may file a complaint with the Manager. The Manager will then follow up on the complaint and levy fines when justified.
- (b) The Association shall undertake such actions as it deems advisable to enforce the provisions hereof, in particular, the Association through its designees, may inspect for violations, investigate claimed violations, request voluntary termination of violations within a reasonable time, take possession of violating animals and dispose thereof in such manner as appears reasonable to the Association or its designee. In lieu of or in addition to such remedies, the Association may levy penalties against owners violating the policies hereof, adding such charges to the assessment of a unit owners.

(see also Enforcement page 7)

4. Promulgation. It will be the responsibility of unit owners to inform their renters and guest of these policies.

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ENFORCEMENT of VIOLATIONS of these RULES and REGULATIONS

All non-Pet Violations

Each violation will be given a written notice to the occupant, a mailed copy to owner, and one copy to manager's file. The violator will have 72 hours or 3 days to correct the problem. If the problem is not corrected in the above stated time period a \$50.00 fine will be levied against the unit from the date of the first notification. Subsequent fines shall be \$75.00, and \$100.00, and will be levied per occurrence of the violation.

Pet Violations

1. Tenants with Pets. Unit Owners with tenants shall receive a WARNING to remove the pet within (15) days, or a Fine of \$100.00 shall be issued. In the event the pet is not removed within (15) days after the first Fine is issued, subsequent Fines shall be issued at \$250.00 per month until the problem is resolved.

FIRE SAFETY PROCEDURES POLICY

1. Purpose. In order to protect the health, safety and welfare of the owners, their guests, renters, and persons on Interlochen property in the normal course of business, it is necessary to adopt guidelines to promote fire prevention.
2. Policies.
 - (a) Every unit shall have a working smoke alarm on each level of unit. (TOV Code)
 - (b) Every unit shall have an adequately-charged, minimum five (5) pound fire extinguisher (all-purpose ABC; not less than 1 A, 10 ABC) mounted on the wall in the path of egress from the unit.
 - (c) No gasoline powered equipment (e.g. chain saw) shall be stored in a unit or on balconies.
 - (d) Storage under exit stairways is prohibited. Storage may be permitted under interior or exterior stairways if the conditions meet the TOV Code. The manager should be consulted for determination. No combustible materials may be stored in the boiler rooms, in the crawl spaces, or under decks and balconies. (TOV Code)
 - (e) Once a year, all chimney flues and fireplaces will be inspected by a TOV-licensed chimney sweep. If, in the opinion of the chimney sweep, there is a sufficient creosote build-up to present a potential chimney fire hazard, the flue will be cleaned and the owner will be billed directly.

(f) The owners shall make their units available for inspections by the resident property manager and by the Vail Fire Department.

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(g) Nothing in this section shall prohibit an owner from installing a burglar or fire-alarm system.

3. Enforcement. If, upon inspection, a violation is noted, the resident property manager shall bring the violation to the owner's attention. If the situation is not corrected in 10 days, the Board of Directors shall:
 - a) report a Code violation to the Vail Fire Department.
 - b) levy a fine of \$10.00 per day until the matter is corrected.
4. Promulgation. It will be the responsibility of owners to inform their guests and renters of these rules. **In addition, it shall be the responsibility of the Owner to have the Rules Acknowledgement Page be signed, and returned to the Association Manager. (See**

Note Policy items (b) and (e) are required for insurance purposes.

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ACKNOWLEDGEMENT PAGE

ASSOCIATION MANAGEMENT OFFICE

Association Manager: Vail Mountain Real Estate, Inc.
P. O. Box 1926
Avon, CO 81620
(970) 949-6349

Bookkeeping Information: Interlochen Condominium Association
Vail Tax & Accounting
P. O. Box 5940
Avon, CO 81620
(970) 949-5383

Emergency phone calls may be made to 970-949-6349 or 970-390-2241 Joe Hepler, (970) 306-3334 Chris Brandon, (24) hours a day. Office hours are Monday through Friday from 9:00 A.M. to 5:00 P.M.

Interlochen Condominium Association

Unit # _____

Owner Date

Tenant Date

Tenant Date

Tenant Date

Tenant Date

By signing this Signature Page, Owner / Tenant acknowledges receiving, reading, and understanding these Rules and Regulations. The failure of any Owner or Tenant or Occupant to sign this page shall have no effect whatsoever on the full applicability to such Owner, Tenant or Occupant of these Rules and Regulations, as the same may be amended from time to time.

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