

# RIVER PINES CONDOMINIUM ASSOCIATION RULES & REGULATIONS EFFECTIVE

## **Article 1 - Purpose, Assent of Members, and Definitions**

Section 1.2. Assent. All present and future Owners, tenants, future tenants, or any other persons using the facilities of the Project in any manner are subject to these Bylaws and any rules adopted by the Executive Board pursuant to these Bylaws. The mere acquisition or rental of any of the Condominium Units of the Project or the mere act of occupancy of any of those Units shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said rules.

### **GENERAL RULES: RESIDENTS RIGHTS & RESTRICTIONS**

#### **1. VEHICLES & PARKING**

**1.0** No commercial-type vehicles, except pick-ups and vans not larger than 3/4-ton, shall be parked or stored on the property. No recreational vehicles including, though not limited to, motor homes, motor coach, buses, or camping trailers shall be parked on the Property. Motor homes and vans, self-contained for overnight living, shall be allowed on the Property for 24 hours for loading and unloading, by notifying the River Pines HOA Management Company. A stay of up to 48 hours needs to be approved by the River Pines Board/HOA Management Company based upon resident health, safety, or family emergency. It should be noted that this is strictly for loading and unloading, and no living aboard, servicing or repair will be allowed.

**1.1** Vehicles must be moved within 24-hours of a snowfall.

**1.2** Parking is allowed for 2 vehicles per 2-bedroom unit and 3 vehicles per 3-bedroom unit. Unit owners have one garage parking space per unit. Second and third vehicles must park in the outside parking lot.

**1.3** Guest parking is limited to ten (10) days. Please notify the Managing Agent in writing for approval if additional days are required.

**1.4** Vehicles shall be parked only in designated parking areas and should never be parked in such a manner as to impede or prevent ready access by emergency equipment.

**1.5** Repairs, maintenance, or servicing of vehicles on the Property is strictly prohibited.

**1.6** Unauthorized and abandoned vehicles will be towed at the Owner's expenses. Vehicles with expired State registered license plates, in a state of disrepair, or parked in the same spot for two weeks, will be considered abandoned. Vehicles parked in violation of the Association's governing documents are subject to towing.

**1.7** Assigned garage parking spaces are mainly for the purpose of vehicle and motorcycle parking. Owners and tenants (excluding Building D) are limited to storing the following items in their parking space, providing they fit neatly within the space and are functional:

- **Bicycles** • **Strollers** • **Baby Joggers** • **Collapsible Grocery Hauling Cart**

Unit owners will be asked to remove all unapproved items from their assigned parking spaces within ten (10) days before they are subject to a \$100.00 fine in accordance to the Association's code enforcement fee schedule. The Association assumes no liability for anything stored in the Limited Common Elements.

An owner may request to have a metal storage cage mounted on the back wall of his assigned garage parking space. A specific metal cage style has been pre-approved

by the Board and a copy of the schematic is available from the managing agent. Unit owner can make arrangements to have it installed by the managing agent with the cost being billed to the unit owner.

**1.8** Unit owners or tenants with a vehicle parked in the garage that has a significant fluid leak will be issued a notice requesting that they make the necessary vehicle repairs to prevent further fluid damage to the concrete floor within ten (10) days. If repairs are not made within the ten (10) day period, the owner will be asked to park his vehicle in the outside parking lot until repairs have been made.

## **2. PETS**

**2.0** Residents (Owners and tenants/lessees) are allowed to have no more than two dogs (or other pet that leaves the unit). All residents will be deemed to have a dog (or other pet that leaves the Unit) for purposes of registration as outlined in Section 2.2 when such dog (or other pet that leaves the Unit) resides in a Unit more than 30 days per year. Registration also applies to any Owner who intends to allow pets when renting a Unit on a short-term basis through VRBO, Airbnb, HomeAway or the like. All Residents (Owners and tenants/lessees) with pets must comply with the rules as outlined in this Section 2.

**2.1** The term "Household Pet" is defined as domesticated dogs, cats, rodents, fish, turtles, caged birds, or other domesticated animals commonly accepted as household pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, kept or boarded within any Unit or portion of the Community.

**2.2** Registration and Fees. All dogs, or other pets that leave the Unit and use the Common Elements for an aggregate period of 30 days per year, or any Owner who intends to allow pets when renting a Unit on a short-term basis through VRBO, Airbnb, HomeAway or the like, must complete a pet registration, as outlined below.

- a. Annual Registration: Pets must be registered annually, on or before January 1st each year, or within 10 days of moving into a Unit or acquiring a Pet. An annual registration fee of \$100 per year/ per dog (or other Pet that leaves the Unit) must be paid to the Association on a quarterly basis, \$25 per quarter, per dog (or other Pet that leaves the Unit). The registration fee will be used to assist with specific Pet related costs, such as dog waste stations, supplies for dog waste stations, and other Pet related costs. The registration fee shall commence as of the quarter immediately after the quarter in which a dog (or other Pet that leaves the Unit) is acquired (or the date an Owner decides to short-term rent their Unit and allows pets) and shall continue until such dog (or other Pet which leaves the Unit) no longer resides in the Unit or the Owner no longer allows short term renters to have pets or stops renting the Unit on a short-term basis.
- b. Residents who have more than one dog (or other Pet that leaves the Unit) at the time this rule revision is posted (12/10/2021) will not be required to pay the fee for any additional dog (or other Pet that leaves the Unit), until that dog (or other Pet that leaves the Unit) no longer resides in the Unit or passes away. After that time, a registration fee for each dog (or other Pet that leaves the Unit) will be required. All Residents are required to provide notice of any additional Pets in conjunction with their initial annual registration fees. Failure to do so will result in the additional existing Pet being treated as a new Pet and such Pet shall be subject to the additional registration fee.
- c. Registration Form: To register your Pet please contact the Association's management office for a Pet registration form or download it from <https://riverpineshoa.wordpress.com/>.
- d. Failure to Register. If a Resident fails to register or pay the annual registration fee for his/her Pet(s) as required, the Association may impose fines, after notice and opportunity for a hearing, pursuant to the fine schedule set forth in the Association's Enforcement Policy.

**2.3** Any Owner leasing his Unit to a tenant with a pet shall provide information about the pet to the Managing Agent as required herein and confirm that all registrations are complete. Failure to register shall be deemed a failure of the Unit Owner and fines may be assessed after notice and an opportunity for a hearing.

**2.4** Pets are to be kept under "Control", as defined by Eagle County's Animal Control Resolution dated October 2010. DEFINITIONS: As used the County's Resolution, and in these Rules & Regulations, the following terms shall have the following meaning. "CONTROL" means supervision of, and influence over any Pet Animal sufficient to prevent the violation of any of the provisions of this Resolution. Control shall be by Physical Control or Immediate Control, as defined herein. "IMMEDIATE CONTROL" means Control of a Pet Animal by the physical presence of the owner or responsible person so that it is at heel beside or otherwise controlled and obedient to a person competent to restrain the animal by command. Dogs do not have to be on a leash unless they are found to be a nuisance.

**2.5** Pet owners, whether Unit Owner, tenant, or guest, are responsible for the disturbance caused by their pet(s).

**2.6** Pet owners whether Unit Owner, tenant, or guest, are responsible for the damage and injury caused by their pet(s).

**2.7** All pet owners are obligated to pick-up and dispose of their pet's waste. Pet owners who are witnessed not picking up after their pets will be assessed a fine after notice and an opportunity for a hearing.

**2.8** No pet shall be permitted or restrained on a balcony without the pet Owner present in the Unit.

**2.9** Pets shall not be allowed to defecate or urinate on any balcony or in a breezeway.

**2.10** Pets shall not be tied or chained to any portion of the General Common Elements.

**2.11** No animal breeding of any kind is allowed

**2.12** No Nuisance. No Pets may be kept that create a nuisance. The following shall be grounds for complaint and possible finding of a nuisance. Any observed violation of the below should be reported to the property manager for follow-up and action and such violations shall be enforced pursuant to the Association's policy regarding covenant and rule enforcement.

- a. Pets running at large.
- b. Pets damaging, soiling, defecating on or defiling any private property (other than that of such pet's owner) or the Common Elements unless immediately remedied.
- c. Pets causing unsanitary, dangerous, or offensive conditions.
- d. Pets making or causing noises of sufficient volume to interfere with other residents' peaceful enjoyment of the property.
- e. Pets attacking or otherwise interfering with the reasonable freedom of movement of persons on the Common Elements.
- f. The use of a vehicle as a kennel or cage.
- g. Any such other behaviors as the Board determines creates a nuisance.

The Board has the right to request that an animal be removed from the premises if it determines that the animal is a nuisance or danger to the residents. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the pet from the community.

**2.13** Unit owners, tenants, and their guests shall hold harmless the Association and Managing Agent from any claim resulting from any action of their pet, guests or other invitees.

**2.14** The unit owner or tenant who brings a pet onto the Property shall hold harmless and identify the Association and the Managing Agent to any loss claim or liability of any kind resulting from keeping or maintaining pets.

**2.15** All pets shall be registered with Eagle County and vaccinated as required by law.

**2.16** The Board has the right to change the policy of allowing tenants to have pets on the Property.

### **3. GENERAL COMMON ELEMENTS and LIMITED COMMON ELEMENTS**

*General Common Elements- as defined in River Pines' Declaration, Page 8, Article 5, and Section 5.1.*

*Limited Common Element- as defined in River Pines' Declaration, Page 8, Article 5, and Section 5.2*

**3.0** No unit owner or tenant shall remove or alter landscaping without prior written approval from the Board.

**3.1** No personal property may be stored in the General Common Elements.

**3.2** Neither the Association nor Managing Agent shall be held liable for any loss or damage to personal belongings found in the General Common Elements or Limited Common Elements.

**3.3** Balconies are considered Limited Common Elements. Storage on balconies is limited to:

- Gas grills

- Patio furniture (*specifically manufactured for the purpose of outdoor use*)

- Potted plants

- Flower boxes are permitted providing they are securely fastened to the outside of the balcony's top railing. Flower boxes cannot reside on top of the railing.

- Stand-alone, Board-approved, air conditioning unit

*According to Section 603.4.2 of the 2009 intl. Fire Code, use of portable outdoor gas fired heating appliances on exterior balconies is strictly prohibited.*

**3.4** Roll-down shades are permitted on balconies, the color of the shade must be tan or similar to the color of the balcony railing and surrounding building. Solar shade material similar to those offered by Coolaroo USA and Backyardcity.com are permitted. A unit owner requesting a shade treatment other than a roll-down shade as described above, must receive written approval from the Board prior to installation. Shades can only be rolled down when the balcony is being occupied otherwise, they must be rolled up.

**3.5** No clothes or laundry of any kind are to be displayed on balconies.

**3.6** The following child and pet safety balcony fencing is permitted:

- Black, 1/4" squared, vinyl net/meshing

- Gray window screen mesh

- Solar Shade material similar to those offered by Coolaroo USA and Backyardcity.com are permitted. The color of the fencing must be tan or similar to the color of the balcony railing and surrounding building. All other materials must receive written approval from the Board of Directors prior to installation.

**3.7** Window or door installed air conditioning units are not permitted. An A/C unit installed on a balcony is subject to written consent from the Board. In order to receive Board approval, the unit owner must provide the Board with the make, model, SEER rating for energy efficiency, and it must be 76 decibels or less to ensure that the appliance is quiet.

**3.8** Each unit owner is responsible for any damages to all Common Elements caused directly or indirectly by him, his guests, or tenants. The cost of repairing such damage shall be billed to the unit owner and shall become an obligation, the same as other Association assessments.

**3.9** Each unit owner is responsible for any damages to all Common Elements or another owner's unit as a result of faulty appliances, plumbing, or electrical. The cost of repairing such damage

shall be billed to the unit owner and shall become an obligation, the same as other Association assessments.

**3.10** Any person subject to these Rules and Regulations who observes a condition within the General Common Elements and Limited Common Elements that requires Association maintenance should report the condition to the Managing Agent during office hours. Please contact the Managing Agent immediately if the condition requires immediate attention,

**3.11** Unit owners are not allowed to store personal items in the Common Elements. The unit owner will be asked to remove the items within ten (10) days before they are subject to a \$100.00 fine in accordance to the Association's code enforcement fee schedule. The Association assumes no liability for anything stored in the General Common Elements.

**3.12** Smoking, which includes the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or other tobacco product, marijuana, illegal substances, electronic cigarettes, personal vaporizers, electronic nicotine, marijuana and/or illegal substances, is strictly prohibited in the Limited Common Elements and with the following restriction in the General Common Elements. Smoking shall not occur within twenty-five (25) feet outside of an entrance, passageway, operable window, ventilation system or other opening of an enclosed smoke free area to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or any other means. In the event any owner or resident is found to be in violation of this rule, the Association may take action against the violator and such action may include levying fines against the relevant owner, after notice and an opportunity for a hearing, pursuant to the Association's enforcement policy and any other remedies available to the Association. Please refer to the attached resolution.

**3.13: Breezeways/Front Entryway:** Not including the specific exclusions listed herein, there shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements by any Owner without the prior written approval of the Association. This includes Common Element Breezeway and Front Entryways. This Rule 3.13 shall constitute prior written approval of the Association only with respect to the specific items outlined herein.

The following items may be stored on Common Element Breezeways/Front Entryways:

- 1) one door mat, no larger than 36" x 24"
- 2) one name plate or welcome sign, no larger than 6" x 12"
- 3) one seasonal wreath or one seasonal wall hanging, no larger than 18" in diameter, is permitted on the door or on the adjacent wall but must be located within 18" of the doorjamb (seasonal wreaths and decorations shall be in compliance with Rule 12.0)
- 4) one bench or chair, not to exceed 51" x 24", specifically manufactured for outdoor use and which is designed for sitting not storage with an airspace of at least 8" underneath to allow for routine maintenance and cleaning, located on the wall adjacent to the door (any such bench or chair shall not block, impede, or disrupt access to and from any Unit or use of the Common Element Breezeways/Entryways).

All other items are prohibited and shall not be stored on or in the Common Element Breezeways and Entryways. Variances shall be submitted to the Board for consideration.

#### **4. ACCESS TO UNITS**

**4.0** Each unit owner shall provide the Managing Agent with a working key to his unit.

**4.1** The Board and/or Managing Agent shall have the right to enter any unit without prior notice in the event of an emergency. Unit owners are responsible for ensuring that their fire alarms are in working order, Unit owner are responsible for replacing fire alarm and smoke detector batteries.

**4.2** In the event of an emergency, the unit owner failing to abide by the provisions of this section shall be held liable for all damages resulting from the Association's inability to gain immediate access to resolve the situation. If an owner fails to provide access herein, the Association shall not be liable for any damage suffered by a unit in the event the Association deems it necessary in its sole discretion, to enter a unit by force.

**4.3** It is not the responsibility of the Managing Agent to provide access to members, guests, or tenants who find themselves unable to gain access to their unit.

## **5. NO NOXIOUS, OFFENSIVE, or ANNOYING ACTIVITIES**

**5.0** Occupants shall respect the quiet enjoyment of their neighbors. No unit owner or tenant will make or permit any disturbing noises that will interfere with the rights, comforts, or convenience of others. No unit owner or tenant will play any musical instrument or operate any devices emitting sound at such a high volume that will cause unreasonable disturbances to other unit owners or tenants.

**5.1** Sound amplification of any kind is prohibited outdoors.

**5.2** No light shall be emitted from any unit that is unreasonably bright.

**5.3** No odor shall be permitted from any unit that is unreasonably noxious or offensive to others.

**5.4** Fireworks are strictly prohibited on property

## **6. EXTERIOR ALTERATIONS and MODIFICATIONS**

**6.0** Other than what is outlined in this document, no unit owner or tenant may alter or modify the appearance of the General Common Elements or Limited Common Elements without prior written approval from the Board.

**6.1** Window treatments will be beige, white, or neutral in color when visible from outside of the unit.

**6.2** Satellite dishes are permitted as long as they meet Board-approved dimensions: 18" round dish and 22.5"x 35" oval for high-definition dishes. The dish must be mounted on the balcony. The top of the dish itself cannot exceed the top of the balcony railing. Unit owners must receive written approval from the Board for dish placement that falls outside of the pre-approve placement area. All wires and cables to the dish must be installed in a professional manner so as to minimize its appearance. The unit owner is responsible for painting the dish to match the adjacent structure. Paint Color: Sherwin Williams, Order #: 0209977 – River Pine Sat.

**6.3** To minimize sound transmission between Units, and pursuant to Section 19.1 of the Declaration, Owners of Units shall not install or replace any hard surface floor materials including, without limitation, tile, marble, or wood without written approval from the Board of Directors. Flooring requirements are applicable to second floor and above units only.

Prior to approval by the Board, an Owner must submit plans which must include the following information:

- a) Type of flooring surface to be installed;
- b) The manufacturer of the flooring material;
- c) The manufacturer and model of the acoustical underlayment to be installed;
- d) A certified testing report from the acoustical underlayment manufacturer for the flooring material tested either in the field or in a laboratory with the same floor/ceiling structure as the Association Condominium buildings showing that the flooring material with the specific underlayment shall meet the minimum Impact Insulation Class (IIC) and/or Field Impact

Insulation Class (FIIC) rating requirements set forth in subparagraph (c) below. Alternatively, the Owner may submit a stamped letter from a Professional Engineer registered in the State of Colorado, whose primary field of expertise is that of an acoustical engineer, indicating the proposed flooring and underlayment will meet the requirement specified in Paragraph 3.

The minimum IIC/FIIC requirements are as follows:

- a) IIC: 65
- b) FIIC: 60
- c) The above requirements do not apply to kitchens and bathrooms.

In addition to adequately minimizing sound transmissions, no Owner shall do anything that will impair the structural soundness or integrity of the building or utilities or impair any easement.

## **7. PROPERTY USE**

**7.0** No unit owner or tenant is permitted to conduct or operate a business on the Property that create vehicle traffic, has employees or sub-contractors.

**7.1** Unit owners are responsible for maintaining the heat in their unit to a temperature sufficient to prevent freezing of the plumbing, whether the unit is occupied or not.

**7.2** Unit owners are responsible for maintaining operational carbon monoxide detectors in their unit within 15 feet of the entrance to each bedroom.

## **8. TRASH**

**8.0** The Association has provided trash dumpster(s) on the property. All trash shall be placed in a sealed plastic bag and placed in the dumpster. All boxes must be broken down and placed inside the dumpster or taken off site to a local recycling dumpster.

**8.1** Any trash or trash bags found outside of an owner's unit, or found on any of the Common Elements, will be picked up by the managing agent, disposed of, and the owner of the unit to where the trash came from will be issued a \$25.00 per bag fee that will appear on their quarterly statement.

**8.2** A \$100.00 fine will be issued to the owner of any unit where someone is caught tossing cigarette butts onto Common Elements after notice and an opportunity for a hearing.

**8.3** No trash shall be brought onto the Property from the outside.

## **9. LEASE REQUIREMENTS**

Please refer to the attached resolution.

**9.0** A unit owner shall have the right to lease his unit. Only the entire unit (condominium/townhome) may be leased, not portions thereof.

**9.1** All leases must be in writing and stipulate that the lease is subject to the terms and conditions of the Association's governing documents and Rules & Regulations. It is the unit owner's responsibility to provide the tenant with a copy of these documents upon commencement of the lease. It is the unit owner's responsibility to provide the Managing Agent with a copy of the signed lease within ten (10) days of the commencement of the lease. Failure to do so will result in enforcement pursuant to the Association Enforcement Policy.

**9.2** Non-compliance of the terms and conditions of the Association's governing documents shall be material default under the lease.

## **10. DANGEROUS MATERIALS**

**10.0** The storage of flammable or dangerous material that may unreasonably jeopardize the safety and welfare of any person or property is not permitted on the Property. Immediate disposal is required and will be done by the Managing Agent at a \$50.00 fee imposed on the Unit Owner per incident.

## **11. SIGNS**

**11.0** No advertising or signs of any kind shall be displayed or permitted on any unit or Property other than a street number or unit identification number without prior written consent from the Board.

**11.1** A unit owner is permitted to display one realtor-supplied or store purchased "For Sale" sign in the window of his unit.

**11.2** "For Rent" signs are strictly prohibited.

## **12. HOLIDAY DECORATIONS/LIGHTS**

**12.0** Holiday decorations may only be displayed from Thanksgiving through January 15.

## **13. ENFORCEMENT/NOTICE**

**13.0** Enforcement of these Rules & Regulations is delegated to the Managing Agent. In the first instance of most infractions of these Rules and Regulations, with the exception of those described in Sections 2.2, 8.2, and 9.2, the Managing agent shall serve a Warning Notice to the unit owner of record. Once notice is provided and the owner fails to cure the violation, the Association through its managing agent may avail itself to the following remedies.

- a) Right-to-Cure - The Association may, but is not obligated to, cure such violation at the owner's expense. If the Association cures any such violation, the unit owner shall be obligated to pay the Association the amount of all costs assessed plus an administration fee determined by the Board.
- b) Right-to-Sue - The Association may sue the unit owner for all damages, losses, costs, and expenses, including without limitation, reasonable attorney fees, and disbursements incurred by the Association as a result of the violation.
- c) Right and Remedies - The Association shall have all rights and remedies available to it by law or in equity. All rights and remedies of the Association shall be cumulative, and the exercise of one right or remedy shall not preclude the exercise of any other right or remedy.

**PRESIDENT'S CERTIFICATION:** The undersigned, being the President of River Pines Condominium Association Inc., a Colorado non-profit corporation, certifies that the foregoing Rules were adopted by the Board of the Association, at a duly called and held meeting of the Board on and in witness thereof, the undersigned has subscribed his name.

RIVER PINES CONDOMINIUM ASSOCIATION INC., a Colorado non-profit corporation

By: \_\_\_\_\_

Dennie Moore

President