

# Rules of the Silver Queen West at Wildernest Condominium Association

## Table of Contents

1. NOISE	1
2. PETS	
A. Who May Keep a Pet	1
B. Suspension or Revocation of Right to Keep a Pet	1
C. Permitted Pets	1
D. Conditions	1
3. MISCELLANEOUS	
A. Hangings; Dusting	2
B. Advertisements; Posters	2
C. Permitted Displays	2
D. Garbage	3
E. Fireplace Ashes	3
F. Wiring	3
G. Plants	3
H. Prohibited Materials	3
I. Balconies and Studio Porches	3
J. Snow Removal	3
K. Use Affecting Insurance Rating	4
L. Compliance with Law	4
M. Locks and Keys	4
4. VEHICLE AND PARKING LOT / DRIVE REGULATIONS	
A. Traffic Markings and Signs	4
B. Speed Limit	4
C. Permitted Vehicles	4
D. Vehicle Registration	4
E. Parking Regulations	4
F. Idling of Vehicles	5
G. Vehicle Repair or Maintenance	5
H. Overnight Occupancy Prohibited	5
I. Removal of Vehicles	5
5. COVERED PARKING SPACES (GARAGES)	
A. Ownership and Conveyance	5
B. Use of Garages	6
C. Garage Doors	6
D. Violation; Delinquency	6
6. COVENANT AND RULE ENFORCEMENT	6
Reporting Violations	
Investigations and Warning Letter	
Continued Violation After Initial Warning Letter; Hearing Opportunity; Fine	
Continuous Violations	
Other Enforcement Means	
Attorneys Fees	

## **Rules of the Silver Queen West at Wilderrest Condominium Association**

These Rules apply to all owners and all occupants of Units and supplement the restrictions and regulations in the Declarations ("Declaration Regulations"). For the purposes of these Rules, "Occupants" are Unit owners, anyone occupying a Unit, and the guests and invitees of anyone owning or occupying a Unit. Unit owners are responsible for violations of these Rules and the Declaration Regulations by any Occupant of their Unit, including tenants and their guests. The "property" includes all buildings, other structures, parking areas and grounds of Silver Queen West. Unit owners and their rental agents are responsible for notifying tenants and guests of these Rules and the Declaration Regulations.

1. **NOISE**. Occupants may not make or permit to be made loud or objectionable noises, and will not use or play or permit to be used or played musical instruments, radios, phonographs, CDs, DVDs, television sets, amplifiers and any other instrument at a volume that may disturb Occupants of other Units.

### 2. **PETS**.

A. **Who May Keep a Pet**: Only owners of Units and members of their immediate family occupying a Unit (children, siblings or parents) may keep or maintain a pet on any part of the property. Tenants are not permitted to keep or maintain a pet.

B. **Suspension or Revocation of Right to Keep a Pet**: The Board of Directors may suspend for a fixed period of time or revoke the right of a Unit owner or their immediate family to keep a pet if there are two or more violation of this Section 2 of these Rules or the Summit County Leash Law or implementing regulations by such Owner or any family member in any twelve month period.

#### C. **Permitted Pets**:

Domesticated dogs, cats and other common household pets are permitted in Units, subject to the other terms and conditions of this Rule.

#### D. **Conditions**:

(1) Occupants are responsible at all times for the behavior of their pets and pets of visitors or guests. These Rules apply to pets of Occupants and pets of visitors or guests.

(2) Pets may not be kept, bred or maintained for commercial purposes.

(3) Pets may not cause or create unreasonable disturbance to any Occupants.

(4) No doghouses, kennels or other living or sleeping accommodations may be located on balconies, under Units or on any portion of the property except the interior of a Unit.

(5) Pets may not be left unattended on balconies at any time.

(6) Pets may not urinate or defecate on balconies at any time.

(7) Pets may not be leashed to the exterior of a Unit, a building or any other point or object on the property.

(8) Pets must be at all times in the immediate presence of a responsible person who is exercising strict control of the pet by confinement, leash or voice command.

(9) Pets may not defecate or urinate on the sidewalks, walkways, stairwells, parking lots or elsewhere on the grounds where such excrement may be an annoyance or hazard to Occupants or visitors. Pets should be taken to designated exercise areas for the purpose of urination and defecation. Occupants must immediately pick up pet feces and deposit them in a secured bag in one of the covered bin receptacles placed around the property for that purpose. Occupants must not let dogs out to exercise, urinate or defecate except when a responsible person is immediately present with the dog to ensure compliance with this Rule.

(10) Pets shall be maintained in a healthy condition and fully vaccinated and shall display current licenses and proof of vaccination if required by governmental regulation.

(11) The Board of Directors may limit the number and type of pets kept in any Unit. The Board of Directors may determine, in its sole discretion, that a particular pet is not suitable to be kept on the property for reasons of safety, control, noise, sanitation or other reason. In that event the Board of Directors will notify the Occupant in writing of its preliminary determination and the Occupant will remove the pet permanently from the property within five (5) days; provided, that the Occupant may appeal such preliminary determination by sending a written notice of such appeal to the President or Secretary or to the administrative manager. The Board of Directors, at its sole discretion, may hold a hearing on the appeal or accept only written submittals to be submitted within a time specified by the Board. The determination of the appeal by the Board is final.

### 3. MISCELLANEOUS

A. Hangings; Dusting. Garments, rugs, sheets and other materials may not be hung from windows or any other façade of any building. Rugs and other items may not be dusted outside windows or by beating them against the exterior part of any building.

B. Advertisements; Posters. No advertisement, including without limitation 'for sale' or 'for rent' signs, or poster of any kind may be posted anywhere on the premises where it is visible from outside a Unit, except as specifically authorized by these Rules or the Board of Directors.

C. Permitted Displays.

*Holiday Decorations*. Occupants may display decorations in a safe manner for religious or national holidays. After being taken down, Christmas trees should be placed next to the dumpster shed for collection; they may not be put into the dumpster.

*American Flag*. Occupants may display in a window of their Unit or on a deck balcony of the Unit the American flag in a manner consistent with the federal flag code, P.L. 94-344; 90 stat. 810; 4 U.S.C. 4 to 10. Flags may not exceed dimensions of 3 feet by 5 feet and must be located so they do not obstruct or interfere with the view from an adjoining Unit.

*Service Flag.* Occupants may display on the inside of a window or door of their Unit a service flag bearing a star denoting the service of the Occupant or a member of the Occupant's immediate family in the active or reserve military service of the United States during a time of war or armed conflict. The maximum dimensions of such a flag shall be 12 inches by 18 inches.

*Political Sign.* Occupants may display on the inside of a window or door of their Unit a political sign not earlier than forty-five days before the day of an election and not later than seven days after an election day. Not more than two political signs per political office or ballot issue that is contested in a pending election may be displayed. Political signs may not exceed maximum dimensions of 36 inches by 48 inches. Political signs may not be hung from balconies or displayed on the outside of a Unit. "Political sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

D. Garbage. Garbage may not be placed or left outside the disposal containers provided for such purpose. Bags of trash may not be left on common area walkways, balconies, parking areas or anywhere else on the property other than in dumpsters.

E. Fireplace Ashes. Fireplace ashes must be placed in the "Hot Ash" bucket supplied in each unit. No hot ashes or smoldering logs, whether or not in a "Hot Ash" bucket, may be placed on a balcony. When you are certain they have cooled, transfer them to the "Hot Ash" bucket located by the dumpster. NO ASHES, EITHER HOT OR COLD, MAY BE PLACED IN A DUMPSTER. Even though the ashes and logs appear to be out they may not be; they can smolder for up to 48 hours.

F. Wiring. No wiring for electrical, electronic or television installations, television antennae, satellite dishes, machines, air conditioner units or any other purpose may be installed on the exterior of or protrude through the walls or the roof of any building on the property except as expressly authorized in writing in advance by the Board of Directors.

G. Plants. No flowers, shrubs or trees may be removed from anywhere on property.

H. Prohibited Materials; Fireworks. No explosive or hazardous materials, including without limitation those listed as hazardous or toxic in any applicable federal, state or local law, rule or regulation, may be kept in any Unit or elsewhere on the property, except ordinary household cleaning and other chemicals, paint and the like in quantities reasonable for household use stored in tightly closed original containers located away from heat or other combustion sources. Storage or use of fireworks is prohibited anywhere on the property.

I. Balconies and Studio Porches. Balconies and studio porches are limited common areas under the supervision of the Association. Occupants may not store household items, cut or chop wood for the fireplace, or possess or use charcoal grills on balconies or studio porches. Gas grills are permitted on balconies and studio porches. Occupants must not leave pets unattended on balconies or studio porches at any time.

J. Snow Removal. Occupants are responsible for removing snow from balconies promptly after a snowfall. Excess snow on the balcony can cause structural damage to the building or units below. If snow has not been cleared from a balcony within seven days after notice is given to the owner of a Unit by telephone, e-mail or regular mail, the Board of Directors may assess that owner \$100.00.

Occupants are asked to be patient with neighbors as they shovel their balconies. It is a noisy operation, and it is inevitable that some snow will fall on lower balconies or in front of a garage. Occupants removing snow from balconies must be careful and aware of both vehicle and pedestrian traffic below. Children under the age of twelve years may not shovel snow from a balcony.

K. Use Affecting Insurance Rating. No Occupant shall use or permit the use of any Unit or make use of the common elements in any way which will increase the rate of insurance on the buildings or other parts of the property. Question regarding whether a use is prohibited under this provision should be addressed to the Association's insurance agent shown on the Association Web site.

L. Compliance With Law. All use of and activity in or about any Unit or elsewhere on the property must be in compliance with all applicable federal, state and local laws, rules and regulations.

M. Locks and Keys. The Resident Manager must be provided with a working key to each lock on each Unit exterior entry door, covered parking garage and outside storage closet for emergencies, lockouts, inspection of unit smoke alarms and inspection or repair of common elements. Immediately upon altering an existing lock or installing a new lock on any such door, the Occupant must notify the Resident Manager of the location of the lock and provide him or her with a working key to such lock.

#### 4. VEHICLE AND PARKING LOT / DRIVE REGULATIONS

The following regulations shall apply to all vehicles, including motor vehicles (including cars, trucks, motorcycles and scooters) and recreational or utility vehicles (campers, boats, ATVs, snowmobiles and trailers) belonging to or under the control of an Occupant.

A. Traffic Markings and Signs. Occupants must obey all traffic and parking markings and signs on the property.

B. Speed Limit. The maximum permissible speed in Silver Queen West drives and parking lots is 10 MPH and less if necessary to drive safely under prevailing weather conditions.

C. Permitted Vehicles. All vehicles operated or parked on the property must be currently licensed, display a current license plate on the rear of the vehicle, and be in good and safe operating condition.

D. Vehicle Registration. Occupants must register their vehicles, including make, model, year, color and license plate number and state, with the Resident Manager within 10 days of the vehicle coming on the property. A form for registration is included in the Silver Queen West MANUAL FOR OWNERS AND RESIDENTS.

#### E. Parking Regulations.

*Parking Spaces.* Parking spaces are allocated as follows, regardless of whether the Unit owner also owns one or more garages:

Studio and One Bedroom Units:	2 spaces
Two Bedroom units:	3 spaces

#### *Vehicle Parking.*

1. Vehicles may be parked within designated parking spaces only.

2. Vehicles may not be parked for more than 72 hours without prior written consent of the Resident Manager. A vehicle will be deemed parked if it is not in regular, active use. Movement from one space to another, being driven around a loop and re-parked and the like are not considered regular, active use.
3. No vehicle may be parked in such a manner as to obstruct or impede traffic flow or access to Units, garages, entranceways, drives, Association equipment, or trash dumpsters.
4. Recreational vehicles, trailers of any kind, and vehicles over  $\frac{3}{4}$  ton or 8,600 lbs GVW may be parked on the property only with the prior written permission of the Resident Manager.
5. Trucks over 19 ft. overall length or with dual rear wheels must be parked in the rear of the buildings (lower lots).
6. Commercial/industrial vehicles, including without limitation flatbed trucks, tow trucks and cube type vans, may not be parked overnight on the property.

*Winter Parking Rules.* The following rules are in effect from November 1 through April 30.

1. Vehicles may be parked within designated parking spaces only, except vehicles required to be moved from parking spaces while parking lots are being plowed.
2. Occupants must move their vehicles from parking areas to be plowed upon request of the Resident Manager or make prior arrangements to leave keys with the Resident Manager and sign a permission form to permit the vehicle to be moved if the Occupant will not be immediately available to move the vehicle.

F. Idling of Vehicles. Parked vehicles may not be left running for any purpose for more than five minutes or in any location where exhaust fumes may enter a Unit or where engine noise may be a nuisance or cause disturbance to other Occupants.

G. Vehicle Repair or Maintenance. Repair, restoration or maintenance of vehicles is not permitted on the property, except solely within the space occupied by a covered garage. Occupants are responsible for all environmental cleanup costs from on-site repair, restoration or maintenance.

H. Overnight Occupancy Prohibited. Overnight occupancy of vehicles is prohibited.

I. Removal of Vehicles. Vehicles on the property in excess of 48 hours that are not registered in accordance with these Rules, vehicles in violation of any other of these Rules, and vehicles not moved upon request under Winter Parking Rules may be towed without notice at the expense and liability of the owner of the vehicle.

## 5. COVERED PARKING SPACES (GARAGES).

Covered parking spaces (garages) are limited common areas that may be used exclusively by the owner of an easement permitting such use of a specific garage.

A. Ownership and Conveyance. Garage easements may be owned only by owners of Units. Therefore, when a Unit owner who also owns a garage easement sells or otherwise conveys title to that Unit and does not own another Unit, the owner must convey the garage easement to the purchaser of the Unit or to another Unit owner before or at the same time as the conveyance of the garage owner's Unit. The conveyance of the garage easement shall be in a form reasonably satisfactory to the Association and must be recorded in the Summit County, Colorado real property records.

B. Use of Garages. Garages may not be used for residential occupancy or commercial purposes and are subject to the same restrictions on use as are Units.

C. Garage Doors. Garage doors must be maintained in good condition, appearance and working order by and at the expense of the owner of the garage easement.

D. Violation; Delinquency. Violation of these Rules or delinquency in payment of amounts assessed against garages under the Declarations or these Rules may result in a lien on and foreclosure of that lien against the garage easement in the same manner as a Unit.

## 6. COVENANT AND RULE ENFORCEMENT

[This is a summary of the covenant and rule enforcement provisions of the Responsible Governance Policy adopted by the Board of Directors May 5, 2007 posted on the Association's Web site. Enforcement is governed by the details of those provisions.]

Reporting Violations. Complaints regarding alleged violations must be written and sent to the President or Secretary or the administrative manager, or given to the Resident Manager. Each complaint must identify the individual making the complaint and the alleged violator, if known, and describe the details of the alleged violation, including the date, time and facts of the violation, and the names of any witnesses.

Investigation and Warning Letter. Upon receipt of a complaint, the Board may investigate the alleged violation either in person, or by appointing a designated individual or committee. If a violation is found to exist, a warning letter will be sent to the violator, who will have 10 days from the date of the letter to come into compliance.

Continued Violation After Initial Warning Letter; Hearing Opportunity; Fine. If the alleged violator does not come into compliance within 10 days of the first warning letter, this will be considered a second violation for which a fine may be imposed following notice and opportunity for a hearing. If the alleged violator fails to request a hearing within 10 days of the notice of second violation, or fails to appear at the hearing, the Board may make a decision with respect to the alleged violation based on the complaint, results of the investigation, and any other available information without the necessity of holding a formal hearing. If a violation is found to exist, the alleged violator may be assessed a fine of \$100 for the second violation and \$500 for a third violation of the same Rule.

Continuous Violations. Continuous violations are violations of a covenant or Rule that are uninterrupted by time. Each day of non-compliance with such violations constitutes a separate violation. For example: the failure to remove an unapproved balcony or terrace improvement or the continuous parking in a fire lane. A daily fine may be imposed of \$100.00 for each day of the violation, up to a maximum of 30 days.

Other Enforcement Means. The fine schedule and enforcement process of the Policy is in addition to all other enforcement means which are available to the Association through the Governing Documents and Colorado law. The Association also may take immediate action to prevent or remediate an imminent threat to the peace, health or safety of the Association community.

Attorney Fees. An Occupant will be responsible for reasonable attorney's fees and costs incurred by the Association incident to the violation of any provision of the Governing Documents, including these Rules.