

## RED HOUSE ENCLAVE CONDOMINIUMS RULES AND REGULATIONS

Pursuant to the Condominium Declaration and Bylaws of the Red House Enclave Condominiums, ("Association" or "Complex" herein), the Executive Board ("Board") has adopted the following Rules and Regulations to govern the use and enjoyment of the Red House Enclave Condominiums. "Complex" also refers to all condominium units plus the general and limited common elements. The Board desires to ensure the highest possible standards of living experience within the complex. In order to accomplish this, the Board requests the cooperation of all persons residing in or visiting the complex in the observance of the following:

1. Pets.
  - a. Permitted. Cats are permitted in the premises, subject to the provisions contained herein. No other pets of any nature whatsoever, including dogs, shall be allowed on the premises, in a unit or on the complex. The Association shall have the authority to preclude any other pets within the complex, or to approve any other pets, except dogs, which are precluded by the Condominium Declaration, subject to any conditions the Association determines.
  - b. Restriction on Pets. All pets shall be under strict voice control at all times that they are on the complex. No pets shall be allowed to run at large on the complex, nor shall any pets be tied to or confined on any general or limited common element of the complex at any time, including decks and patios. No pets shall be allowed outdoors at night, unless accompanied by the owner and under strict voice control or on a leash. No pets shall create a nuisance or disturb the peace of the complex or other owners, including, without limitation, any destruction to landscaping or other common elements on the complex; any commotion, disturbance or littering of trash receptacles or dumpsters on the complex; and the like. Owners shall be responsible to pick up their own pet's excrement.
  - c. Violations. In the event of any violation of these provisions, any owner or the Association may file a complaint with the Executive Board. Upon receipt of any complaint of a violation, the Executive Board shall schedule a hearing as soon as practicable to hear the complaint of a violation, the Executive Board shall determine whether a violation has occurred. The Executive Board's decision in the matter shall be final and not appealable. In the event the Board determines a violation has occurred, it shall have the authority to impose a fine or any other enforcement it determines appropriate, except in the case of pets running free in the complex, tied up or confined to a common element, or causing disturbance or nuisance. In each of these cases, the fine for each offense shall be fifty dollars (\$50.00), for the first two offenses. All

finer shall be treated as assessments and the Association shall have the authority to impose an assessment lien for any unpaid fines hereunder. In the event any pet is the subject of any three valid complaints (*i.e.*, complaints the Executive Board has ruled valid), the offending pet shall immediately be evicted from the Red House Enclave Condominiums. Until the date the pet physically leaves the premises, the owner shall be fined twenty-five dollars (\$25.00) per day for each day after the effective date of the Board's decision until the pet is no longer on the premises. Thereafter, the offending pet's owner shall be precluded from owning any other pets on the premises without prior approval of the Association.

2. Parking and Vehicle Maintenance. Only operable and currently licensed automobiles, trucks, vans and motorcycles, not exceeding 3/4 ton in size, shall be kept or maintained on the Common Elements. No vehicle maintenance or repair shall be carried out at any Unit or on recreational vehicles and no trailers shall be parked within the Project. Parking spaces shall be maintained as parking spaces and not be used for any other purpose. Parking of permitted vehicles shall be limited to and restricted to designated parking areas numbered 1 through 8 for Owners and guests. The Association shall have the right to preclude any vehicle or motorcycle that makes excessive noise, in the Executive Board's determination, from parking on the common elements. Owners shall not lease their parking space to anyone except, with prior Association approval, a unit owner may lease his parking space to another unit owner in the Red House Enclave Condominiums, for that unit owner's personal use. Any owner, guest or tenant parking in unauthorized spaces may be towed, booted and/or fined, in the Association's discretion. Any fine shall not be less than one hundred dollars (\$100.00) per occurrence. Any violation of the prohibition against leasing set forth above shall be subject to a fine equal to one hundred dollars (\$100.00) per each day of violation and the Association may enforce this fine by assessment lien foreclosure. Owners shall comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements relating to the use of their parking space(s), including any rules and regulations set forth in the Condominium Declaration, the Amended Parking Lot and Maintenance Agreement described below, and/or Rules and Regulations enacted from time to time by the Association.
3. Amended Parking Lot and Maintenance Agreement. In addition to the parking regulations set forth above, the parking area is subject to the rules and regulations set forth in the Amended Parking Lot and Maintenance Agreement recorded in Book 722 at Page 408 of the Pitkin County real property records (the "Agreement"). Owners shall comply with the rules and regulations set forth therein, including the following:
  - a. Cars parked illegally in a numbered space may be towed without notice or warning;
  - b. Cars parked illegally in any area not designated for parking may be towed

after one warning; and,

- c. The following vehicles cannot be operated in the shared parking lot: non-operative vehicles, trailers, large buses, large motor homes and trucks greater than 3/4 ton designation.
  4. Use. The complex shall be used solely for residential purposes and for services, activities, and recreation in conjunction with said residential use. No business or commercial use of any nature may be conducted within a unit or on the complex, except for home occupations as defined by the Aspen Municipal Code, as amended, and as approved by the Association.
  5. Insurance. Nothing may be done or stored within the complex that might result in an increase in the premiums for insurance obtained for any portion of the complex or which might cause cancellation of such insurance.
  6. Violation of The Law. Nothing shall be done within the complex that would be in violation of any statute, rule, ordinance, regulation, permit, covenant or any other validly imposed requirement of any governmental body, including the zoning, subdivision or building restrictions of the City of Aspen.
  7. Garbage/Trash. All garbage/trash shall be placed in sealed garbage cans and stored in the unit or in a dumpster or dumpsters provided by the Association until garbage/trash pick up day. Trash, debris, and/or garbage left in the common areas may be removed by the Association and the Association shall impose a fine in the amount of fifty dollars (\$50.00) per occurrence, assessed against the unit responsible for such trash.
  8. Decks & Patios: Common Elements. The following are allowed to be stored on decks and patios, designated as Limited Common Elements, provided they are stored in a neat and orderly manner:
    - a. Patio furniture in good condition and in an amount appropriate to the space.
    - b. One (1) gas cooking grill, in good working order, and not a fire hazard.
- In all cases, the Board of Directors will be the final judge as to the condition of the common areas, in order to ensure a pleasing appearance to the entire complex. No unit owner shall obstruct, damage, or commit waste to any of the common elements. Except as provided herein, no unit owner shall charge, alter, repair or store anything in or on any of the common elements without the prior written consent of the Association.
9. Antenna. No antenna, radar dish or other external fixture of any sort shall be

placed, allowed, or maintained on any portion of the general or limited common elements without the prior approval of the Association, which may be withheld in the sole discretion of the Association.

10. Personal Property. Any personal property left in the general or limited common elements may be presumed abandoned and will be disposed of by the Association at no liability to the Association. The Association shall not be responsible for any loss, due to theft, damage, or otherwise, to any personal property stored or otherwise left on any common element, whether allowed or prohibited by the Rules and Regulations.
11. No Noxious, Offensive, Hazardous or Annoying Activities. No noxious or offensive activity shall be carried on upon any part of the project nor shall anything be done or placed on or in part of the project which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. No activity shall be conducted on any part of the project and no improvements shall be made or constructed on any part of the project which are or might be unsafe or hazardous to any person or property. No sound shall be emitted on any part of the project which is unreasonably loud or annoying. No odor shall be emitted on any part of the project which is unreasonably noxious or offensive to others. No light shall be emitted from any part of the project which is unreasonably bright or causes unreasonable glare.
12. No Unsightliness. No unsightliness shall be permitted on or in any part of the project. Without limiting the generality of the foregoing, nothing shall be kept or stored on or in any of the common elements. Nothing shall be hung or placed on any of the common elements, and nothing shall be placed on or in windows and doors of units which would or might create an unsightly appearance.
13. Restriction on Signs. No signs or advertising devices of any nature shall be erected or maintained on any part of the project.
14. Maintenance of Units and Common Elements. Each unit and all improvements, fixtures, and furniture and equipment therein shall be kept and maintained by the unit owner in a clean, safe, attractive and sightly condition and in good repair. No structural alterations within any unit or with respect to any common elements shall be made and no electrical, plumbing or similar work within any unit (except minor repair work localized within the unit not affecting these overall utility systems) shall be done without the prior written consent of the Association and any building or other permits required by the City of Aspen.
15. Owner Caused Damage. If, due to the act of neglect of a unit owner, loss or damage shall be caused to any person or property, including the project or any unit therein, such unit owner shall be liable and responsible for the same except to the extent that such damage or loss is covered by insurance obtained by the Association and the

carrier of the insurance has waived its rights of subrogation against such unit owner. The amount of such loss or damage may be collected by the Association from such unit owner as a special assessment against such unit owner, by legal proceedings or otherwise, and such amount shall be secured by a lien on the unit of such unit owner as provided elsewhere in this Declaration for assessments or other charges.

16. Lease Requirements.

- a. Any lease shall be in writing and provide that the lease is subject to the terms of the Deed Restrictions, Declaration, Bylaws, and these Rules and Regulations.
- b. Any failure to comply with the terms of the Deed Restrictions, Declarations, Bylaws, these Rules and Regulations, or any governing documents of this Association shall be a material default under the lease, enforceable by the Association. In addition, whenever this Declaration or any rule or regulation of the Association prohibits any action of, or assigns responsibility to, any unit owner any rule or regulation of the Association prohibits any action of, or assigns responsibility to, any unit owner and any provision of the Declaration or rule or regulation is violated by a tenant, licensee or guest of any unit owner (or anyone occupying the premises with his consent), the unit owner shall be responsible for any such violation to the same extent as if the unit owner had committed the same (except to the extent that such a liability is prohibited by law).
- c. Each owner shall be individually responsible to send to the offices of the Association or its Management Company: (1) A copy of any current lease between that owner and their tenant(s), as well as the tenants(s) phone number and local mailing address; and (2) A copy of the current Rules and Regulations signed by the tenant(s).

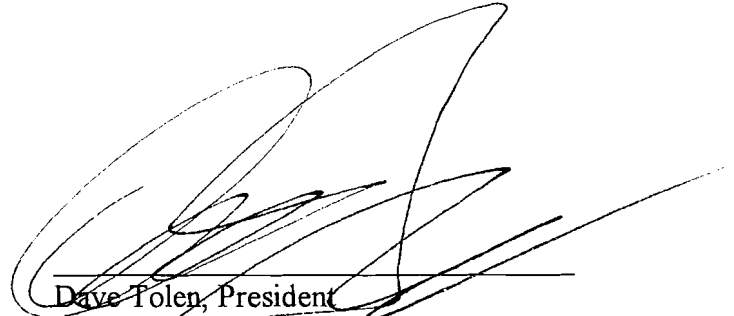
17. No Impairment of Structural Integrity. Nothing shall be done, without the written consent of the Association, in, on or to, any unit or the common elements, or any portion thereof, which might impair the structural integrity of the buildings or which would structurally change the buildings.

18. Bicycles. All bicycles shall be kept in an owner's unit, on limited common elements appurtenant to an owner's unit or in areas specifically designated for bicycle storage on the common elements by the Association.

19. Assessment - Late Payment Interest. Any assessment received after the 5<sup>th</sup> day of the month shall accrue interest on the unpaid balance at the rate of 1 3/4 % per month.

20. Fines. After fifteen (15) days written notice to a unit's owner, continuing and/or negligent disregard for any of these Rules and Regulations or any other governing covenants of the Association by an owner or guest may result in the offending unit being assessed an additional monthly amount, at the discretion of the Board of Directors, of up to two hundred dollars (\$200.00), plus the cost of actual damages. Continuous and repeated violations for more than twelve (12) months may result, at the discretion of the Board of Directors, in additional assessment being raised to one thousand dollars (\$1,000.00) per month, plus the cost of actual damages.

These Rules and Regulations of the Red House Enclave Condominiums are adopted the 18<sup>th</sup> day of February, 1999 by unanimous consent of the Executive Board of the Red House Enclave Condominium Association.



Dave Tolen, President  
Red House Enclave Condominium Association