

**RULES AND REGULATIONS  
SYLVAN SQUARE CONDOMINIUM ASSOCIATION**

**Dated:** \_\_\_\_\_

Pursuant to the Declaration for Sylvan Square Condominiums ("Declaration"), the Executive Board ("Board") of Sylvan Square Condominium Association ("Association") has adopted the following rules and regulations to govern the use and enjoyment of Sylvan Square (the "Project"). The following rules and regulations, except as otherwise expressly stated, apply to all Owners and their families, lessees, employees, agents, invitees and guests with respect to the use of the Condominium Units and any other portion of the Project. Defined terms not specifically defined in these Rules and Regulations shall have the meaning attached to such terms in the Declaration.

1. Use. The Project shall be used for residential purposes and for services, activities and recreation in conjunction with such residential use.
2. Minimum Heat. The Owner of each Condominium Unit in the Project shall heat such Unit so as to maintain a minimum temperature in the Unit not less than 55 degrees Fahrenheit from October 1<sup>st</sup> of each year to May 30<sup>th</sup> of the following year in order to minimize any damage which could result from the freezing of pipes, both individual and common, which pass near or through individual Units within the Building. This minimum heating requirement must be met even when the Unit is vacant.
3. Lease Requirements. An owner of a Condominium Unit shall have the right to lease his Unit upon such terms and conditions as he may deem advisable, subject to the following. Any lease shall be in writing and shall provide that the lease is subject to the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association and these rules and regulations. No parking space may be leased to or used by anyone other than an occupant of a Unit. Any failure of a lessee to comply with the terms of the Declaration, the Articles of Incorporation or Bylaws of the Association or these Rules and Regulations shall be a material default under the lease enforceable by the Association. Each Owner shall keep on file at the offices of the Condominium Association (1) a copy of any current lease between the Owner and his tenant; (2) the tenant and owner information form; and (3) a copy of the current rules and regulations signed by the tenant.
4. Insurance. Nothing shall be done within the Project which might result in an increase in the premiums of insurance obtained for any portion of the Project or which might cause cancellation of such insurance.
5. Violation of the Law. Nothing shall be done within the Project, which would be in violation of any statute, rule, ordinance, regulation, permit or validly imposed requirement of any governmental body. The Board may adopt a fine structure to enforce these Rules and Regulations, which is subject to change. (Attached) Each owner, member, guest or tenant is required to know and abide by the governing documents and rules and regulations of the Eagle Ranch Master Association and the Wildlife Mitigation Agreement.

6. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Project except that the Owner of a Condominium Unit, but not a tenant, guest, employee, licensee or invitee of such Owner, may keep no more than a total of two dogs, cats or other household pets, provided that such owner shall keep his pet on a leash when outside of his Condominium Unit. Pet owners shall pick up and dispose of waste created by their pet immediately. The Association, the manager, or any Owner may summon any appropriate authority, including the Association manager, to enter the Common Elements, including, but not limited to, any balcony, patio or storage closet, to remove any pet running free in the Common Elements. No pets shall be tethered to any portion of the Common Elements. In addition, any pet which, in the opinion of either the manager or the Board, causes a repeated disturbance or is objectionable in any way shall be removed from the Project permanently upon 24 hours' written notice to the pet's owner. No tenant or guest of an Owner may keep a pet within the Project.
7. Trash and Unsightly Uses. The Association provides outside garbage containers. The containers are located adjacent to the parking areas. All garbage shall be placed in sealed plastic bags and disposed of in the garbage containers provided. There is to be no trash or storage of any kind on stairways or any other Common Elements.
8. Patios and Balconies. No person subject to these rules shall store, display or dispose of any items or materials other than outdoor furniture on any patio or balcony of any Unit, and patios and balconies shall not be used for drying or hanging garments or cleaning of rugs. No additional lighting should be installed on any patio or balcony except with the written permission of the Association. Only gas barbecue grills may be used on any patio or balcony appurtenant to a Unit.
9. Parking Areas. The Project is designed to provide each Condominium Unit with two (2) parking spaces. Currently, the Association has determined that parking spaces shall not be assigned to the Units, but the Executive Board reserves the right to assign parking in the future. Notwithstanding that parking spaces are unassigned, however, no Owner or his tenants, guests, or invitees may park more than two (2) permitted vehicles on the Project parking areas at any time. Parking spaces may be used only by occupants of Units. The Association may institute a system of parking regulation (including parking stickers or passes) to enforce this regulation. Motorcycles shall be counted as vehicles. No commercial type of vehicle, no truck larger than ¾ ton capacity and no recreational vehicles shall be stored or parked within the Project. A recreational vehicle shall include, for purposes of these rules and regulations, motor homes, motor coaches, buses, pickup trucks with camper tops or similar accessories, camping trailers or trailers of any type. Any vehicle parking in an area not designated for such a vehicle or not registered with the Association may be towed at the vehicle owner's expense at the option of the Association. Parking spaces shall be used only for the parking of resident's permitted vehicles and not for any other storage purposes. All residents' vehicles must have current license plates and registration, and be used regularly by the resident. Bicycles shall be parked only in areas designated for bicycle parking.

10. Antennas. Without prior written approval of the Association, no exterior television, satellite dish or any other antenna of any sort shall be placed, allowed or maintained upon any portion of the Common Elements. Any fixture permitted to be attached to the exterior of the Building by an Owner shall be painted to match the exterior color of the Building.
11. Keys and Locks. Each Owner shall at all times provide the Association or Manager with keys to his Unit. If the lock to a Unit is changed, the Owner of that Unit shall forthwith provide the Association with the key thereto. Any Owner failing to abide by the provision of this paragraph shall, in the event of an emergency or otherwise, be liable for damage resulting directly or indirectly from the failure by the Association to obtain entrance to that Owner's Unit. In addition, if any Owner fails to provide a key as provided here, the Association shall not be liable for any damage suffered to a Unit in the event the Association deems it necessary in its sole discretion to enter the Unit by force. There is a \$25 fee for the management to provide access to the Unit.
12. Children. Children shall be supervised by an adult when in the General Common Elements.
13. Exterior Decoration. No person subject to these rules shall hang from, drop from or affix to any window, door, or General Common Element any items without the prior written approval of the Association.
14. Signage. No sign, advertisement or other lettering shall be exhibited, inscribed, painted or affixed by an Owner or other person on any part of the outside or inside of the Common Elements of the Project, nor shall any advertisement, announcements, or solicitation of any kind be distributed or passed out in any part of the Project, without prior written consent of the Executive Board.
15. Maintenance of the General Common Elements. Any person subject to these rules who observes a condition within the General Common Elements which requires Association maintenance should report that condition to the Association manager during office hours. Any condition which requires emergency attention should be reported immediately to the Association manager.
16. Noise and Nuisances. The condominium buildings contain limited soundproofing. All persons subject to these Rules and Regulations shall respect the peace of their neighbors. In no event shall any such person play musical instruments, shout or operate audio equipment which may be heard outside that person's Unit between the hours of 10:00 p.m. and 8:00 a.m.
17. Personal Property. Any personal property which is left in any General Common Element may be presumed abandoned and will be disposed of by the Association at no liability to the Association.

18. Floor Loads. Unit Owners shall not place a load on any floor exceeding the floor load per square foot area which the floor was designed to carry and which is allowed by law or which may, in the reasonable opinion of the Executive Board constitute a hazard to or may damage the Building.
19. Additional Rules. Pursuant to the Declaration, the Board may promulgate such additional rules and regulations from time to time as the Board may deem necessary for the safety, care, cleanliness and maintenance of the Project.
20. Due Dates for Annual Assessment Payments. Annual assessments which are to be paid in installments, shall be paid monthly in advance and shall be due and payable to the Association at its office or as the Executive Board may otherwise direct in any Management Agreement, without notice (except for notices required by Article 8), on the first day of each month. If any such installment shall not be paid within 15 days after it shall become due and payable, a late charge will be assessed on the installment.
21. Policies and Procedures for Delinquency or Non-Payment of Association Assessments. A late charge of 10% will be assessed on any monthly installment of annual assessments not paid by the 15th of the month as evidenced by the postmark on the remittance envelope. Any account that is three (3) months past due, will be sent a Demand Letter from the Association demanding payment to avoid further action. Any account that is four (4) months past due, will be sent a Notice of Intent to Record Lien from the Association if payment is not received in 14 days. Any and all legal and management fees associated with Notice of Intent to Lien will be charged to owners account. If, after account is served with Notice of Intent to Record Lien, and payment is not received in 14 days, a Lien Notice against the property will be recorded with the Eagle County Recorder's office. Amount of lien will include outstanding balance as of Lien date together with assessments, fees, or charges accruing on the account until payment is received. After Lien Notice has been recorded against the property, Board of Directors may at its discretion exercise any additional collection actions against owner or property as set forth in Declaration Article 8, Sections 8.10 and 8.11.