

WILLOWS CONDOMINIUMS AT VAIL
RULES AND REGULATIONS

Dated January 11, 2024

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**RULES AND REGULATIONS FOR THE
WILLOWS AT VAIL CONDOMINIUM OWNERS
ASSOCIATION, INC.**

THESE RULES AND REGULATIONS FOR THE WILLOWS AT VAIL CONDOMINIUM OWNERS ASSOCIATION, INC. (these “Rules and Regulations”), update and supercede the existing Rules, Regulations and Reservation Procedures of the Willows Condominiums at Vail, effective as of the _____ day of _____, 2023 (the “Effective Date”).

I. INTRODUCTION

These Rules and Regulations govern the use and occupancy of the Units and the Common Elements and Limited Common Elements associated with the Willows Condominiums at Vail (the “**Project**”). They shall remain in effect until amended by the Board of Directors (“**Board**”) of the Willows at Vail Condominium Owners Association, Inc., a Colorado corporation (the “**Association**”), and shall apply to and be binding upon all Owners and Occupants. Owners and Occupants shall at all times comply with these Rules and Regulations and use their best efforts to ensure that such Rules and Regulations are fully and faithfully observed by other Owners and Occupants. The Owners are also subject to and governed by the Condominium Documents, including but not limited to: (i) the Condominium Declaration and Plan of Quarter Share Ownership for the Willows Condominiums at Vail (the “**Declaration**”), which (together with the Map) created the Project and governs all Units and (ii) and the Articles of Incorporation and Bylaws of the Association, as they may be amended from time to time.

II. DEFINITIONS

Unless otherwise specifically defined in these Rules and Regulations, all terms used in these Rules and Regulations have the meanings given to them in the Declaration or the Bylaws. For your convenience in reading and understanding these Rules and Regulations, certain key definitions are also set forth below and in the text of these Rules and Regulations.

A. “**Managing Agent**” or “**Manager**” means the person, firm, corporation or other entity employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association. As of the date of these Rules and Regulations, the Managing Agent for the Project is: The Willows Management, L.P., having an address of 74 Willows Road, Vail Co 81657. In the event there is no Managing Agent at any given time in the future, references herein to the Managing Agent shall be deemed to refer to the Board of Directors.

B. “**Occupant**” means any member of an Owner’s family or an Owner’s guests, invitees, servants, tenants, employees, or licensees who occupy a Unit or are on the Common Elements of the Project for any period of time.

C. “**Sleeping Capacity**” means the number of persons permitted to lodge in a Unit. The Sleeping Capacity of a Unit is the number of beds times two, except as otherwise approved in writing by the Board of Directors, which approval may be given or withheld in the sole discretion of the Board of Directors. Children under the age of sixteen (16) shall not be deemed Occupants for purposes of determining Sleeping Capacity.

D. “**Use Fees**” means fees charged to Owners for certain services provided by the Association at the Owner’s or Occupant’s request and certain incidental charges not included in Assessments.

III. ASSESSMENTS AND FEES

Section 3.1 **Assessments**. Assessments shall be due in four, quarterly installments on January 1st, April 1st, July 1st, and October 1st of each year and shall be payable on or before the twenty-fifth (25th) day of the calendar month in which it is due. The Association shall provide a bill for each Unit quarterly, in accordance with the Condominium Declaration; however, failure of an Owner or the Willows Quarter Share Condominium Owners, LLC to receive a bill shall not excuse payment of the Assessment. Failure to pay an installment by the twenty-fifth (25th) day of the calendar month in which it is due shall result in the imposition of a late fee in the amount of five percent (5%) of the unpaid amount, and the unpaid installment plus the late fee shall bear interest at the rate of 18% per annum from and after the payment date until the unpaid installment, late fee and all accrued interest are paid; provided that the late fee and interest rate do not exceed the amount allowed by law. As of the effective date of these Rules and Regulations, Act Sections 38-33.3-209.5(8) and 38-33.3-315(2) provide that any past-due fines, fees and assessments or installment can bear interest at a rate not to exceed eight percent (8%) per year. The maximum rate of interest that the Association may charge is referred to as the “**Maximum Rate**”.

Section 3.2 **Payments**. Payments of Assessments and any other amounts due to the Association shall be made at the office of the Association or such other location designated on the bill, in accordance with the Condominium Declaration. Payments made in the form of checks shall be made to the order of such party as the Board shall designate. Payments made by credit card may be assessed an additional three percent (3%) credit card service fee.

Section 3.3 **Failure to Pay Assessments**. In addition to all other remedies available to the Association for collection of delinquent Assessments, the Board may (a) file a lien statement on the Unit and commence foreclosure proceedings, and/or (b) commence collection proceedings against the Owner. In filing liens and collecting delinquent Assessments, the Association will comply with all applicable laws including Act Sections 38-33.3-123, 38-33.3-209.5, 38-33.3-316 and 38-33.3-316.3

Section 3.4 **Use Fees**. In addition to Assessments, Owners may be charged Use Fees. The rates for Use Fees will be distributed to Owners each year with the draft Budget.

IV. TRANSFERS AND RENTAL

Section 4.1 Transfers.

(A) **Voluntary Transfers**. All transfers of Whole Ownership Units and Quarter Share Interests within the Project shall be governed by the terms, conditions and restrictions contained in the Declaration. Within ten (10) days of any transfer of a Whole Ownership Unit or Quarter Share Interest as permitted by the Declaration, a new Owner shall give written notice thereof to the Managing Agent. The written notice shall state the name and address and other applicable information for notice purposes (such as fax number and e-mail address), of the new Owner as well as the Designated Representative and registered address for the new Owner as required by the Declaration, and shall be accompanied by a non-refundable administrative fee of one hundred dollars (\$100.00). The notice shall also be accompanied by a true and correct copy

of the applicable recorded Deed or other instrument of transfer, pursuant to which title is vested in the new Owner. Upon any transfer, the new Owner must pay or cause the seller to pay all delinquent Assessments and late payment penalties attributable to the Whole Ownership Unit or Quarter Share Interest.

(B) Death, Divorce and Bankruptcy.

(i) Death. Upon the death of an Owner who held a Whole Ownership Unit or Quarter Share Interest as a tenant in common with one or more other Owners, the surviving Owner(s) shall within ninety (90) days of the death of an Owner provide written notice to the Association of the death, and the name and address of the personal representative of the estate of the deceased Owner. If the deceased Owner held the Whole Ownership Unit or Quarter Share Interest as a joint tenant, the surviving joint tenant shall within ninety (90) days of the death of the Owner provide notice of the death to the Association and a copy of the death certificate. The Association may record the death certificate and an affidavit stating that the deceased was a joint tenant in the Whole Ownership Unit or Quarter Share Interest.

(ii) Dissolution. In the event of a dissolution of marriage or of a legal separation of Owners of a Whole Ownership Unit or Quarter Share Interest, such Owners shall within thirty (30) days of the date the dissolution of marriage or legal separation is final, provide written notice to the Association that a dissolution of marriage or legal separation has occurred. The written notice shall also contain an explanation of the pertinent provisions in the final separation agreement pertaining to disposition of the Whole Ownership Unit or Quarter Share Interest.

(iii) Bankruptcy. Any Owner who voluntarily or involuntarily files for bankruptcy shall provide written notice to the Association of the bankruptcy in accordance with the rules of the Bankruptcy Court, but in no event later than thirty (30) days following the filing of such bankruptcy.

Section 4.2 Rental/Exchange of Residential Units. An Owner may rent his Unit to others, and may invite guests to share occupancy of his Unit, provided that the maximum occupancy limits for Units as specified below are not exceeded and subject to such other restrictions as set forth in the Declaration. Owners are responsible for the conduct of their Occupants, and for all financial obligations incurred by their Occupants at the Project. The Managing Agent will not give access to any Unit without written permission from the Owner otherwise entitled to use the Unit, except as otherwise agreed between Managing Agent and Owner. No Unit shall be occupied overnight by a number of persons in excess of the Sleeping Capacity for the Unit. Violation of the rule will result in a fine of fifty dollars (\$50.00) per excess Occupant per night. Additional restrictions relating to rental of Quarter Share Units are set forth in those certain Quarter Share Reservation Procedures for the Willows Quarter Share Condominiums at Vail Association, LLC. Owners may not submit their Units to any external exchange program or similar club or membership program unless they have obtained the prior written consent of the Board, which may be given or withheld in the Board's sole discretion.

Section 4.3 Enforcement. If an Owner fails to provide notice of any of the events for which notice is required by this Article, the Association may assess a fine of fifty dollars (\$50.00) for each instance for which such information was not provided. Such fine, if not timely paid, shall accrue interest at the Maximum Rate until paid. The Association or the Managing

Agent shall have the authority to waive the fifty dollar (\$50.00) fine if the circumstances warrant the waiver.

V. USE RESTRICTIONS

Section 5.1 **No Smoking**. No smoking is permitted in, or on, the Common Elements.

Section 5.2 **Debris**. No garbage cans, supplies, milk bottles, ski boots, ski poles, bicycles, or other articles shall be placed on the patios, decks, balconies, or entryways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, patios, decks, balconies, or entryways, or exposed on any part of the Common Elements; and the Common Elements shall be kept free and clear of refuse, debris and other unsightly material. Rugs and mats (except those permitted or placed by the Association or its Managing Agent) may not be placed in corridors or hallways outside of the Units.

Section 5.3 **Balconies**. Subject to any applicable provisions of the Act, including Section 38-33.3-106.7 regarding energy efficiency measures, the balconies, terraces, stairways and windows shall be used only for the purposes intended, and shall not be used for drying or hanging garments, cleaning of rugs, or storing any objects. No barbecue grills (excluding electric grills) or other open flame shall be allowed on any balcony or patio in the Complex. Notwithstanding the foregoing prohibition on barbecue grills, one (1) barbecue grill fueled solely by utility line ("Installed Gas Grill") may be installed and used on a balcony or patio of any Unit subject to the terms and conditions of the Declaration. Any Installed Gas Grill not constructed by Declarant during construction of the Complex, is subject to review and approval of the Board of Directors pursuant to the terms of the Declaration, including without limitation Sections 12.4 and 12.7 of the Declaration. No Owner or Occupant shall cause or allow anything whatsoever to fall from the windows, patios, decks, balconies, entryways, or doors of his Unit or the Project, nor shall he sweep or throw from his Unit any dirt or other substances outside of his Unit or on the Common Elements of the Project.

Section 5.4 **Window Coverings**. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilator fans or air conditioning devices shall be used in or about the Units except as shall have been approved by the Association in writing, which approval may be given or withheld within the sole discretion of the Board of Directors, subject to any applicable provisions of the Act, including Section 38-33.3-106.7 regarding energy efficiency measures.

Section 5.5 **Garbage Disposal**. Refuse and bagged garbage shall be deposited only in the areas provided for such purpose.

Section 5.6 **Deliveries**. All deliveries and moving of furniture, fixtures, equipment and other household or commercial items, including personal property, to and from the Units shall be made by authorized entries and elevators only and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or occupants of any other Units, nor damage to the Common Elements or the Units. Unit Owners shall not place or permit 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 Applicable Law or which may, in the reasonable opinion of the Board or the Managing Agent, constitute a hazard to or may damage any Improvements.

Section 5.7 **Vehicle Storage and Parking**. No Owner or Occupant shall store or leave boats, trailers, mobile homes, recreational vehicles and the like on the Project, except in such areas as may be specifically designated for same, if any. No vehicle repair or service may be undertaken on the Project premises. The parking facilities shall be used in accordance with such Rules and Regulations as may be adopted from time to time by the Board, subject to any applicable provisions of the Act, including Section 38-33.3-106.8 regarding electric vehicle charging and parking.

Section 5.8 **Association Employees**. No Owner or Occupant shall direct, supervise, or in any manner attempt to assert any control over the employees or contractors of the Association or the Managing Agent. Employees and contractors of the Association or the Managing Agent shall not be sent off the Project premises by any Owner or Occupant at any time for any purpose.

Section 5.9 **Quiet Time**. All Owners and Occupants are required to observe quiet time in or about the Project from 11:00 p.m. each evening to 8:00 a.m. the next morning. No Owner or Occupant shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will or is likely to interfere with the rights, comforts or convenience of the other Owners. No Owner or Occupant shall allow any musical instrument to be played, or allow the operation of a phonograph, television, radio or sound amplifier in his Unit, in such manner as to disturb or annoy other Owners or Occupants in the Project. The Managing Agent shall have the right to abate all nuisances in or about the Project.

Section 5.10 **Satellite Dishes, Wiring**. No satellite dishes, radio, television installation, or other wiring shall be installed without the prior written consent of the Board.

Section 5.11 **Children**. Owners and Occupants shall be responsible for the conduct of their children and the children of their guests and reasonable supervision of children is required at all times. Children are to play only in areas either designated or clearly intended for play, and they are not to play in corridors or halls, on stairways, or in other Common Element areas which would cause an obstruction. Owners and Occupants shall ensure that such children's behavior is not a nuisance to any Owner or Occupant of the Project nor damaging to any Unit or portion of the Project.

Section 5.12 **Signs**. No nameplates, numbers, lighting, doorbells, door knockers, signs, advertisements, notices, or other lettering shall be installed, exhibited, displayed, inscribed, painted or affixed, in, or upon the outside of exterior doors or any other part of a Unit visible from the exterior, or other property in the Project by any Owner or Occupant without the prior written permission of the Board or Managing Agent, provided that the Association and the Board shall not interfere with any rights an Owner may have under the Act, including those relating to certain flags and political signs.

Section 5.13 **Inflammables**. No inflammable, combustible, explosive, or otherwise dangerous fluid, chemical, or substance, and no fluid, chemical or substance prohibited by applicable building codes, shall be kept in any Residential Unit or Limited Common Element appurtenant thereto, or in any on-site or off-site storage area provided for the Owners by the Association, except such as are (i) required for normal household use, and (ii) kept and used in accordance with all applicable laws.

Section 5.14 **Alcohol**. Persons under the lawful drinking age are not permitted to drink alcoholic beverages at any location within the Project.

Section 5.15 **Temperature Control**. The Owner and Occupant of each Unit shall heat such Unit so as to maintain a minimum temperature in the Unit of no less than 55 degrees Fahrenheit from October 1st to May 30th of the year in order to minimize any damage which could result from the freezing of pipes, both Unit specific and common, which pass near or through individual Units. This minimum heating requirement must be met even when the Unit is unoccupied.

Section 5.16 **Solicitation**. There shall be no solicitation by any person anywhere on the Project for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the Board of Directors or the Managing Agent.

Section 5.17 **Swimming Pools/Saunas**.

(A) Swimming in a pool or using a spa is permitted only during the posted hours of operation. Since the pool and spa are not guarded, persons using these facilities do so at their own risk. Persons using all recreational facilities must be appropriately attired. Swimming in any area posted "NO SWIMMING" shall be strictly prohibited. If any person does not fully understand any posted rules or understand the proper use of the facility, that person shall not use such facility without first receiving instruction and/or direction from a representative of the Association or the Managing Agent. In addition to any other posted rules, the following are the basic rules for persons using a swimming pool or whirlpool:

- (i) Shower thoroughly each and every time before entering.
- (ii) Pneumatic floats or other items of similar nature, except swimming aids, are not permitted in the pool or spa.
- (iii) Pets are forbidden in the pool and spa areas.
- (iv) Running and/or ball playing or throwing objects is not permitted.
- (v) Beverages may be consumed within the pool and spa areas, but extreme care must be taken that absolutely NO GLASS, GLASS BOTTLES or other GLASS CONTAINERS be allowed within the pool and spa areas. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.
- (vi) If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.
- (vii) Children under the age of twelve (12) must be accompanied and supervised by a responsible adult in order to use any pool, whirlpool, spa or other recreational facility.
- (viii) Children must wear appropriate bathing attire at all times

including, if necessary, diapers, swim diapers, or any other protective barrier.

To the extent that a recreational facility, or any other space, constitutes a Limited Common Element appurtenant to a specified category of Units, such recreational facility (or other space) shall not be available to Owners or occupants of Units outside of the specified category to which the facility appertains. Owners and Occupants shall observe all posted rules governing the use of all available recreational facilities.

VI. MISCELLANEOUS

Section 6.1 Renovations and Alterations.

(1) Owner may only alter or renovate their Unit in compliance with the Condominium Documents, including these Rules and Regulation and in compliance all applicable laws and regulations, including regulations of the Town of Vail. Owners must obtain the Association's prior written approval for any alterations to a Unit that affect the Common Elements or that alter the Unit from the approved plans for the Unit maintained by the Association or that are visible from the exterior of the Unit. Replacement of an appliance or another piece of equipment in the Unit, with a substantially similar appliance or piece of equipment, does not require prior approval of the Association unless such replacement requires penetrating a wall, ceiling, floor or any other finished surface of the Unit, or affects a Common Element. Before any construction or renovation work of any type may be commenced in a Unit, an Owner shall submit plans and a detailed description of the proposed scope of work to the Managing Agent ("Manager") for review. The plans and description shall include plans and specifications showing the nature, kind, shape, height, color, materials, and location of the proposed alterations in sufficient detail for the Association to review the scope of work and any additional information reasonably requested by the Association or its consultants. The Manager may approve the proposed scope of work subject to certain conditions, may unconditionally approve or disapprove the scope of work, or may submit the request to the Board for review. All requests that propose Major Construction shall be submitted by the Manager to the Board for review and approval. Prior to issuing approval for Major Construction, the Manager shall notify all affected Owners, including the Owners of all adjoining Units (including the Units above, below and next to the Unit), and any Unit that is expected to have impacts from noise, or the access to, or use of the Common Elements. As used herein, "Major Construction" shall mean any construction that may materially and adversely affect Owners' use and enjoyment of the Complex. No work shall commence until the Owner has received the written approval of the Manager or the Board, as well as any required permits from the Town of Vail.

(2) At the Board's election, the Association may retain the services of independent structural, electrical, or mechanical engineers, architects or other consultants in order to confirm that the proposed work will not adversely affect any component of the Common Elements, including the structural integrity or systems of the building. The Association may also retain the services of one or more independent expert consultants to review compliance with the Association's approved plans throughout the construction process. The Owner will promptly reimburse the Association for any costs it incurs related to the work on Owner's Unit, including, fees of engineers, architects, or other consultants to review plans and inspect conformance with the plans, additional cleaning, maintenance or insurance costs, and excessive wear and tear or damage to the Common Elements, caused by or resulting from the work. Such costs will be payable by the Owner within ten (10) days after the Association provides the Owner with written notice of such costs, and will become a Default Assessment on the Unit if not paid within the ten (10) day period. The Association may also require the Owner to pay a deposit prior to commencing work which may be used to offset any costs to the Association attributable to the renovation work. Any portion of the deposit which is

not applied to the Association's costs within ninety (90) days after the Association provides a final approval of the completed work, will be refunded to the Owner.

(3) Except in the case of an Emergency (as defined below), all construction work will be conducted during the calendar periods from April 15th through and including June 15th, and from the Tuesday after Labor Day until the Wednesday before Thanksgiving ("**Construction Periods**"). If work is begun during the Construction Period but not completed during the Construction Period, the Owner can request a brief extension from the Board at least seven (7) days before the termination date which the Board may grant or deny in its sole discretion. Absolutely no construction work is allowed outside the Construction Periods except in the case of an Emergency.

(4) In maintaining, repairing, or replacing Common Elements, the Association shall comply with the Act, including Colorado Revised Statutes Section 38-33.3-302.5, as it may be amended, concerning Owners' access to Common Elements. During maintenance, repair, replacement, or modification of a Common Element, the Association may restrict or prohibit access to, and enjoyment of, the Common Elements only to the extent and for the length of time necessary to protect the safety of any individuals, including Owners or occupants of the Units and individuals performing the maintenance, repair, replacement, or modification of the Common Element or to reserve the structural integrity or condition of a repair, replacement, or modification. If the Association must restrict or prohibit access to one or more Common Elements for more than seventy-two (72) hours, the Association shall: (a) provide an electronic or written notice to each Member, which notice is provided as soon as reasonably possible and includes (i) a simple explanation of the reason for the restriction or prohibition; (ii) an indication of the estimated time or date upon which the restriction or prohibition will no longer exist; and (iii) a telephone number or e-mail address whereby an Owner or Occupant may pose questions or concerns about the restriction or prohibition for the consideration of the Association; and (b) post a visible, clearly legible notice at each physical access point to the Common Element, which notice remains posted for the duration of the restriction or prohibition and includes the information described above.

Section 6.2 **Authority; Enforcement.** Pursuant to the Declaration, the Association, acting through the Board, has delegated the power and duty to enforce these Rules and Regulations to the Managing Agent. All Owners are subject to and bound by the Association's delegation of its enforcement rights to the Managing Agent. Any duty or power of the Association or the Board, or right reserved to the Association or the Board, in these Rules and Regulations or other Condominium Documents may therefore be exercised by the Managing Agent, in compliance with the Act. The Association shall be entitled to recover all Costs of Enforcement incurred in connection with the enforcement of these Rules and Regulations in accordance with the Condominium Documents and the Act. In addition to the other rights and remedies set forth in the Condominium Documents or the Act, violations of these Rules and Regulations may be remedied by injunction or similar relief.

Section 6.3 **Emergencies.** In case of an emergency originating in or threatening the condition of any Unit, Common Element, property owned by the Association or the health or safety of any person (an "**Emergency**") the Board of Directors, through an authorized representative thereof, including but not limited to the Managing Agent, shall have the right to enter any Unit for the purpose of remedying or abating such Emergency. In order to facilitate such right of entry, the Board of Directors and the Managing Agent may retain a pass key or other access device to each Unit within the Project.

Section 6.4 **Additional Rules and Regulations; Amendments**. The Board of Directors reserves the right to promulgate from time to time such additional Rules and Regulations and/or to amend these Rules and Regulations as may be deemed necessary or desirable, in the Board of Directors' sole discretion, without the consent of the Association or its members, but subject to the provisions of the Declaration relating to voting by Class.

Section 6.5 **Attorneys' Fees**. Subject to the Act, the Association shall be entitled to recover its reasonable attorneys' fees and other costs incurred in the event it prevails in any legal action or proceeding brought against an Owner or Occupant to enforce these Rules and Regulations.