

## **RULES & REGULATIONS**

### **REDWOOD CONDOMINIUM ASSOCIATION, INC.**

THESE RULES AND REGULATIONS FOR the REDWOOD CONDOMINIUMS (the “Rules”), are promulgated and effective as of this \_\_\_\_ day of October, 2023 (the “Effective Date”) and adopted pursuant to the Declaration of Covenants, Conditions and Restrictions Establishing a Plan For Ownership of Redwood Condominiums (Units 1 through 5) recorded January 6, 1975 in Book 295 at Page 262 in the office of the Clerk and Recorder, Pitkin County, Colorado (the “Declaration”).

### **INTRODUCTION**

These Rules govern the use and occupancy of Redwood Condominiums, Units 1 through 5, and the use of the General and Limited Common Elements at Redwood Condominiums (the “Project”). These Rules supercede and replace any and all prior existing Rules and Regulations, if any. Further, these Rules shall remain in effect unless otherwise amended by the Board of Directors (the “Board”) for Redwood Condominium Association, Inc. (the “Association”), and shall apply to and be binding upon all Units, owners, and their guests, tenants, and invitees, including, but not limited to, renters. In the event of any conflict between these Rules and the Association’s Declaration of Covenants, Conditions and Restrictions (the “Declaration”), the Declaration shall control. In the event of any conflict between these Rules and the Association’s policies and procedures, the policies and procedures shall control.

Owners, their guests, tenants and invitees shall at all times comply with these Rules and use their best efforts to ensure that such Rules are fully and faithfully observed by other owners.

### **USE RESTRICTIONS**

(a) **Permitted Uses.** The Units may be occupied and used only for: (i) residential uses and uses incidental to them; (ii) long term and short term rentals of the entirety of a Unit for residential and lodging purposes (to the extent permitted by applicable law and the Declaration); and (iii) home occupations permitted by applicable law, so long as that use is incidental to the residential use of the applicable Unit, does not materially increase the use of the General Common Elements, and is not advertised or identified by signage on or any directory in the General Common Elements. Any lease or rental agreement shall provide that it is subject to the governing documents for Redwood Condominiums (i.e., Declaration, Articles of Incorporation, Bylaws, and these Rules and Regulations). It is the responsibility of the owner/lessor to ensure that tenants/lessees are informed of and comply with these documents.

(b) **Prohibited Uses.** The occupation and use of the Units and General and Limited Common Elements is subject to the following restrictions:

(i) **Passages.** The General Common Element sidewalks, passages, pathways, roads and streets of the Project shall not be obstructed or used for any other purpose than ingress to and egress from the Project by owners, their guests and invitees.

(ii) **Insurance Risks.** The Project may not be used for any use that would constitute an unusual fire hazard, jeopardize any insurance maintained on any part of the Project or cause any increase in the premium for the Association's insurance. Any increase to the Association's insurance premium resulting from Board approved activities shall be paid by the applicable owner(s) in their entirety.

(iii) **Overloading.** The Project may not be used for any use that would compromise the structural integrity of the Project and/or exceed the maximum load capacity of the improvements located on the Project, and no apparatus, equipment, fixtures or other property of any nature may be located within the Project if the same, singularly or in the aggregate, would exceed the maximum load capacity that the structural flooring in the Project is designed to support.

(iv) **Nuisance.** The Project, including the General and Limited Common Elements, shall not be used for any use that: (1) constitutes a public or private nuisance; (2) involves the manufacture of any product; or (3) causes undue odor, noise, vibration or glare. No flammable, combustible, explosive, or dangerous fluid, chemical or substance, and no fluid, chemical or substance prohibited by the applicable building codes shall be kept on or about the Project except as required for normal household use and kept and used in accordance with all applicable laws.

(c) **Manner of Use.** The occupation and use of the Project by the owners is subject to the following restrictions:

(i) **Minimum Heating.** Each Unit within the Project must be heated as necessary to maintain a minimum temperature of fifty-five (55) degrees Fahrenheit from October 1 through May 30 every year. This restriction is imperative in order to avoid pipes freezing.

(ii) **Alterations.** Permissible construction activity within General and Limited Common Elements, easement areas, and/or a Unit must be conducted between the hours of 8: 00 a.m. and 5:00 p.m. Monday through Friday, unless the City of Aspen imposes more restrictive requirements. Owners acknowledge and agree that the Association may further designate particular hours of construction from time to time, together with performance surety requirements. The Association further may implement, from time to time, including further restrictions during holiday periods, design review guidelines and specifications with which owners must comply. All contractors shall carry appropriate liability insurance and provide copies of such policies to the Board prior to

commencing any work. Renovations to any Unit floors and/or walls require soundproofing reasonably acceptable to and in accordance with an R-Value padding designated by the Board from time to time. Notwithstanding anything herein to the contrary, the regulation and limitation of construction activity shall not apply in the event of emergency repairs required to be performed on a Unit.

(iii) **Pets.** Notwithstanding any contrary provision in the Declaration, no animals, livestock, insects, rodents, poultry, reptiles, birds or other pets may be kept within the Project, except for usual and ordinary domestic household pets limited to one dog **or** one cat, **or** one bird, per owner, and only if such domestic household pet shall not cause a nuisance, as described below. Tenants may only keep a pet within the Project with the prior written approval of the Board. No pet may be kept, bred or maintained on or about the Project for any commercial purpose. No pet may be kept or maintained on any General or Limited Common Elements, Unit balconies or decks, except for ordinary purposes of ingress and egress to the Project. If the Board determines that a pet otherwise permitted under this provision constitutes a nuisance, the owner will be given a written notice to correct the problem and an initial fine of \$75.00. If such problem is not corrected within two (2) calendar days, the violating owner, upon written notice from the Association, shall be required to remove the animal permanently from the Project and is subject to a secondary fine of \$150.00. The owner is responsible for cleaning up after the pet and will hold the Association harmless from any liability, claim, damage, cost or expense resulting from any action of his/her pet. Incessant barking, howling, meowing, or squawking or other repetitive noise-making by any pet shall constitute a nuisance.

Pet-related fines arising in connection with violation of these Rules shall be a minimum of the amount set forth herein, and subject to increase by the Board from time to time in accordance with Board policies.

(iv) **No Decorations.** Other than decorations during the Holiday Season as defined below, no holiday lights or decorations of any kind may be placed on or around the General Common Elements. All such decorations shall comply with City of Aspen code. Exterior holiday lighting shall be turned off at 11:00 pm each evening. Outdoor lights for illuminating walkways and doorways are exempt from this rule.

(v) **Window Coverings.** The back or window-side of all window coverings consisting of drapes, curtains, and blinds, must not detract from the Project. Any material must be a solid color; no patterns are permitted. Nothing shall be placed on or in windows of Units that would or might create an unsightly appearance without the prior written consent of the Association.

(vi) **Windows and Glass Doors.** No windows or glass doors within the Project may have any reflective or tinted substance placed on them. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

(vii) **Smoke Detectors.** The built-in, hardwired smoke detectors shall not be tampered with in anyway and any problems related to these smoke detectors shall be immediately reported to the Association Board. Each owner shall be responsible for replacing and maintaining batteries in a secondary, standalone smoke detector as necessary, but not less than once a year.

(viii) **Carbon Monoxide Detectors.** Each owner shall install and maintain an electric (hard-wire) or AC/DC carbon monoxide detector, located according to manufacturer's recommendation and City of Aspen code.

(ix) **Signs and Flags.** No signs, flags, banners, pennants or similar items may be displayed to the public view on or from the Project without the Association's prior written approval, which may be granted, denied or conditioned in the reasonable discretion of the Association. Notwithstanding the foregoing, one (1) political sign per political office or ballot issue may be displayed in Unit windows during the forty-five (45) days before and seven (7) days following an election. In addition, military service flags and the American flag may be displayed without the Association's prior written approval.

(x) **Refuse Removal.** All rubbish, garbage and debris will be regularly removed from and will not be allowed to accumulate in, on or about the Project. All trash, garbage and other debris generated in the Project will be kept in sanitary containers and will be disposed of by each owner in accordance with the normal practices and procedures of and in places designated by the Board from time to time in the areas designated for such disposal from time to time. Violation of this provision shall subject violator to fines deemed reasonably appropriate from time to time.

(xi) **No Smoking.** As provided in the Declaration, no activity shall be conducted on any property within the Project which is or might be unsafe or hazardous to any person or property. Therefore, no smoking is permitted on the General Common Elements or easement areas. If voluntary compliance is not obtained after a written notice to the owner, the Association shall have the right to impose a fine of \$150 per occurrence and \$150 - \$300 per each additional violation of the same rule, with a maximum fine as may be limited by Colorado law.

(xii) **Quiet Time.** All owners are required to observe quiet time in or about the Project from 10:00 p.m. each evening to 8:00 a.m. the following morning. The Association Board shall have the right to abate all nuisances in or about the Project. If voluntary compliance is not obtained after a written notice to the owner, the Association shall have the right to impose a fine of \$150 per occurrence and \$150 - \$300 per each additional violation of the same rule, with a maximum fine as may be limited by Colorado law.

(xiii) **Children.** All owners shall be responsible for the conduct of their children and the children of their guests and invitees. Owners shall ensure that such children's behavior is neither offensive to any owner nor damaging to any Unit or portion of the Project, and bear financial and legal responsibility therefore.

(xv) **Good State of Preservation.** Each owner shall keep such owner's Unit and any Limited Common Elements appurtenant thereto (including the surface of any balcony and/or deck appurtenant to a Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Limited Common Elements shall be within the reasonable discretion of the Association.

(xvi) **Damage to General and Limited Common Elements.** Any damage to the General or Limited Common Elements caused by an owner, or by any member of an owner's family, or by an owner's guests, invitees, or tenants, shall be repaired by the Association at the expense of such owner. The owner shall also be responsible to immediately pay any charges resulting therefrom, together with any legal fees and costs. The Association assumes no liability for any loss or damage to articles of personal property stored in any General or Limited Common Elements.

(xvii) **Entry of Units.** In the case of emergency originating in or threatening any Unit, regardless of whether the owner is present at the time of such emergency, the Association or anyone authorized by it, as well as fire, police and other emergency personnel, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Association shall retain a passkey to each Unit.

(d) **Use of General Common Elements, Balconies, and Decks.**

(i) **No Attachment or Improvement; Satellite Dishes.** Owners shall not install, or allow to be installed, attached or otherwise affixed any item (including satellite dishes) to or on the exterior of the Project buildings and structures or on any railing or other portion of the balconies or decks.

(ii) **Furniture; Personal Property.** Except as provided for below, no owner shall store any garbage, garbage cans, benches, bicycles, skis, recreational equipment or gear, appliances or other personal property of any nature on any part of the General or Limited Common Elements, except in areas designated by the Board, including the storage areas on the lower level appurtenant to each Unit, as designated on the Project Plat, attached hereto as Exhibit A. Outdoor or patio furniture may be placed on the Limited Common Element balconies, decks and patios provided it is commensurate with the finish level of the Project (as determined by the Board, from time

to time). Permissible personal property on balconies, decks and patios includes potted plants (if properly cared for), and Christmas trees, garlands and wreaths during the Holiday Season. For purposes of these Rules "Holiday Season" means November 20 through January 5 of each and every calendar year.

(iii) **Barbecue Grills; Fire Pits.** Propane gas, charcoal grills, barbeque grills, electronic fryers and other cooking devices may be used or stored on the balconies and decks provided they are attended to at all times while in operation and properly cleaned and stored after each use. Fire pits are not permitted on any part of the Project.

(iv) **No Hot Tubs.** No hot tubs, spas or similar devices may be placed, installed or otherwise used on the balconies and decks due to structural and size limitations.

(v) **Laundry and Storage.** Laundry, linens, clothing, bathing suits or swimwear, curtains, rugs, mops or clothes lines of any kind may not be shaken or hung from any of the balconies or decks. The laundry facilities in the storage area on the lower level shall be for the use of all Unit owners but are for overflow use only. Storage in the laundry room shall be divided equally among the Units, with each Unit receiving twenty percent of the storage area as a Limited Common Element appurtenant to such Unit. Designation of the appurtenant storage areas may be done by painting or signage.

(vi) **Landscaping.** Subject to prior written Board approval, which shall not be unreasonably withheld, no landscaping or plant materials may be installed on any of the balconies or decks, other than in portable containers that are not affixed to any element of the exterior of the Project buildings, or on any General Common Element areas. No landscaping or plant materials will be allowed to hang over the railing or edge of any of the balconies or decks. No Owner shall sweep or throw from his/her Unit any dirt or other substances onto the Project. No leasing or for sale signs shall be allowed without the prior written consent of the Association.

(vii) **Music.** No television, radio or music may be played and no speakers may be installed or used on any of the balconies and decks.

(e) **Stereos and Home Theater Systems.** No stereo speaker or home theater speaker may be installed within the Units in a manner that results in the speaker penetrating any wall that is part of the General or Limited Common Elements. In addition, no stereo speaker or home theater speaker may be operated in a Unit in such manner in which sounds are heard or vibrations are felt outside of the Unit or within another Unit at anytime.

(f) **Repairs to General and Limited Common Elements.** Repairs or improvements to all General or Limited Common Elements shall be approved by the Board prior to commencement of the work. For major repairs such as structural repairs, roof replacement, HVAC repairs or other similar capital projects with an estimated cost

in excess of \$2500.00, all contractors hired by the Board shall be properly vetted, hold all required licenses, shall have experience in the Roaring Fork Valley and/or the Aspen area and shall be approved by majority consent of the Owners prior to hiring, if possible. In the event a contractor is hired over the objection of one or more Owners, the objecting Owner shall be required to pay such Owner's pro rata share of the work done by said contractor but shall not be obligated to pay for any corrective work or repairs necessitated by the contractor hired over the objection of one or more Owners.

### **PARKING**

Each unit shall be limited to use of one designated parking spot. Owners guests may park on the eastern side of the parking area when visiting an Owner. Owners shall not allow others to use the Project's parking area for purposes other than visiting an Owner or tenant in a Project unit or servicing a Project unit. No vehicle belonging to any owner shall be parked in such a manner as to impede or prevent ready access to or egress from another Unit or owner's parking space. No commercial vehicles, boats, motor homes, trailers or other recreational vehicles may be parked in the parking areas except that an owner who is an employee of an emergency service provider may park an emergency service vehicle that weighs no more than ten thousand (10,000) pounds, if it is a requirement of such owner's employment that the vehicle be available at his/her residence. No abandoned, inoperable or unlicensed vehicle may be parked in the parking areas. Except in the event of an emergency, no vehicle maintenance or repairs may be performed within any portion of the parking areas. No part of the parking areas may be used for storage of any personal property or other items. Excessive noise, including but not limited to, automobile stereo systems, racing of engines and use of horns is prohibited within the parking areas. If a vehicle is equipped with an alarm system that continues to sound in excess of thirty (30) minutes, the Association may have the vehicle towed from the parking areas at the owner's expense. The owner, its guest or invitee, of any vehicle leaking oil or other automotive fluid onto any portion of the parking areas is responsible for any expenditure to restore same to a clean condition. Under no circumstances will the Association be held responsible for any damage to or theft of any vehicle parked within the parking areas or any items within any such vehicle. Improperly parked vehicles will be ticketed, booted or towed at the Owner's expense.

### **MISCELLANEOUS**

(a) **Enforcement/Violations.** In the event of any violation of these provisions or the covenants, conditions and restrictions set forth in the Declaration, Articles and Bylaws, any owner or the Association may file a complaint with the Board in accordance with the Association's enforcement policy. Upon receipt of any complaint of a violation, the Board shall schedule a hearing as soon as practicable to hear the complaint and give the offending owner the opportunity to rebut the complaint. After hearing the evidence and arguments presented, the Board shall determine whether a violation has occurred. The 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.

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, tenant or guest may result in the offending unit being assessed an additional amount, at the discretion of the Board, of up to three hundred dollars (\$300.00), or as otherwise allowed by Colorado law, plus the cost of actual damages.

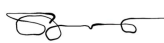
All fines shall be treated as assessments and the Association shall have the authority to impose an assessment lien for any unpaid fines hereunder. The Association shall be entitled to recover all monetary fees, fines, late charges, interest, expenses and reasonable attorneys' fees and disbursements, including legal assistants' fees, incurred in connection with the enforcement of these Rules.

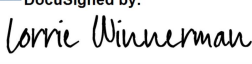
(b) **Additional Rules and Regulations; Amendments.** The Board reserves the right to promulgate from time to time such additional rules and regulations and/or to amend these Rules as may be deemed necessary or desirable, in the Board's reasonable discretion, without the consent of the Association or its members.

(c) **Attorneys' Fees.** The Association shall be entitled to recover its reasonable attorneys' fees and all other costs incurred in the event it prevails in any legal action or proceeding brought against an owner, guest or invitee to enforce these Rules.

(d) **Association/Board.** Reference herein to any action or determination of the Association shall mean the action or determination of the Board.

These Rules and Regulations of the Redwood Condominiums Association, Inc. are adopted the 10/13/2023 day of October, 2023, by unanimous consent of the Board of Directors of the Redwood Condominiums Association, Inc.

  
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Shelley M. Summers, President  
Redwood Condominium Association, Inc.

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Lorrie B. Winerman, Treasurer  
Redwood Condominium Association, Inc.