

## INTRODUCTION

These rules & regulations are designed to make living and working in the Amber Buildings at the Riverwalk at Edwards pleasant and comfortable and to ensure harmonious relations. As neighbors, all of us have rights and obligations. The regulations that we impose upon ourselves as Owners are for the mutual benefit and comfort for everyone in Riverwalk at Edwards.

Objectionable behavior is not acceptable even if it is not specifically covered in these rules. It is the responsibility of Owners to see that these rules are made available to and adhered to by their relatives, employees, guests, or lessees.

Rules and regulations to be effective must be enforceable. Accordingly, violations by Owners, their tenants, employees, families, guests, invitees, and persons over whom they exercise control will be acted on as follows:

“A firm, informative and friendly warning will be given by your neighbors or property manager for a minor infraction. However, if damage to property has occurred, said damage must be immediately paid for by the responsible owner. If an owner’s tenant, employee, family, guest, invitee, or person over whom the owner exercises control causes the damage, the owner shall still be jointly and severally liable for payment of the damaged property.”

Thereafter, an offender of these rules & regulations will be subject to whatever action the Executive Board deems necessary according to the following scale, unless otherwise specified in these rules:

**1<sup>st</sup> infraction** – Owner (and tenant, if applicable) will receive verbal or written warning.

**2<sup>nd</sup> infraction (of the same covenant or rule)** – Owner will be assessed a \$100 fine payable with next association dues. Owner (and tenant, if applicable) will be notified in writing that the fine was assessed.

**3<sup>rd</sup> subsequent infraction (of the same covenant or rule)** – Owner will be assessed a \$500 fine payable with next association dues. Owner (and tenant, if applicable) will be notified in writing that the fine was assessed.

**4<sup>th</sup> and subsequent infraction(s) (of the same covenant or rule)** – Owner will be assessed a \$1,000 fine payable with next association dues. Owner (and tenant, if applicable) will be notified in writing that the fine was assessed.

Executive Board retains the right to increase subsequent fines based on number of infractions. Ongoing refusal to comply and/or delay in payment of the fine will result in a \$25 per day additional fine until the fine is paid in full or the infraction is resolved & rule is complied with.

After the violation has been cured by the Owner to the satisfaction of the Board, the per day fine will cease to accrue and remaining any unpaid balance, will be subject to a one and one-half (1 ½ %) monthly finance charge and may begin the date the daily charges are remedied.

## DEFINITIONS

The following rules & regulations, except as otherwise expressly stated, apply to all owners and their families, tenants, employees, agents, invitees, and guests with respect to the use of the condominium units, commercial space, common areas, and any other portion of the Riverwalk at Edwards’s property. For purposes of these rules & regulations, “tenant” shall mean persons under a valid lease for a commercial or residential unit with a current right to occupy such unit; “guest” shall mean all persons other than owners and tenants, including their employees, with a current right to occupy a unit. Owners and guests who do not have current right to occupy a unit may not use the facilities in the Property. Terms not specifically defined in these rules & regulations shall have the meaning attached to such terms in the declaration for the Riverwalk Amber Building Association.

## **ANNOYING LIGHTS**

No lights shall be emitted from any unit that are unreasonably bright or cause unreasonable glare.

## **ANTENNAS & SATELLITE DISHES**

No radio or television installation requiring additional wiring or antennas, including but not limited to satellite dishes and antenna, shall be made without the prior written consent of the Executive Board. Any antenna or other wiring erected on the roof, exterior walls, balconies, patios, or decks of any building, or in any common area of any building without the prior written consent of the Executive Board is subject to being removed without notice or compensation. If such removal is necessary, the owner responsible for the installation of said wiring or antenna shall reimburse the Amber Association for the reasonable costs of removal of said wiring or antennas. If installation of any such wiring has caused any damage to the roof, or any roof leak damage to units below, the owner shall reimburse the Amber Association for repairs of damage(s) caused. If the owner does not reimburse the Amber Association for the removal or repair cost(s) referred to above within sixty (60) days of notice of costs, the Amber Association may place a lien on the Owner's Unit until full payment is made.

## **COMMON RESIDENTIAL AREA USES**

Except in areas that may be designated for such purposes by the Amber Association or managing agent, the personal property of all owners and/or tenants shall be stored within their units. Without prior written approval by the Executive Board, all activities and uses of walkways, hallways, patios or balconies shall be prohibited except specifically the following activities and uses:

- A. Furniture specifically designed for outdoor use – shall be permitted
- B. Flower Boxes and Flower Pots – shall be permitted with the prior written approval of the Building Board of Directors. For those units located above another unit, owner and/or tenant shall exhibit care so as not to cause water, dirt, or other materials from dripping, falling, and blowing upon the balcony or patio of another unit or into another unit or on to any common area. Flower boxes/pots shall be maintained at all times. All plants, flower boxes/pots must have an appropriate saucer or drainage pan to keep water from staining floors. Dead plants shall be removed immediately from flower boxes/pots.
- C. No Exterior Storage – All exterior storage of personal property, whether by residential or commercial unit owners, shall be specifically prohibited (unless specifically permitted by the Bylaws, Declaration, or these Rules and Regulations). This includes any furniture or other items in atriums or on patios that is not specifically allowed.

**No owner shall store sporting equipment of any kind, furniture, inventory, or other materials or personal property on any walkway balcony, deck, breezeway, common area, or in any other part of the property without the prior written approval of the Building's Executive Board.**

No awnings or other projections shall be attached to the outside walls of any building without the prior written consent of the Executive Board. Balconies, terraces, exterior stairways and windows shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. No laundry or wash shall be dried or hung outside of any unit or common area. This includes, but is not limited to, any & all laundry, towels, blankets, and sleeping bags hung or draped over balcony railings.

Cooking by any means is strictly prohibited on any of the grounds except within the unit. The only exception to this rule would be a cookout approved in advance of the event in writing by the Executive Board for an Amber Association function. Sidewalks & entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. All furniture and moveable objects must be removed from common area(s) not protected by enclosures when owner is not in residence in order to prevent the wind damaging property owned by others.

## **GUESTS, TENANTS, AND OCCUPANTS OTHER THAN OWNERS**

It is the responsibility of the owner to be sure that anyone occupying the owner's unit is made aware of all "Rules & Regulations" of the Master Association & the Amber Building Association. Should occupancy of any unit be permitted by any owner, to any long-term guest or tenant, the Amber Association & Management Company must be made aware of such occupancy including name, phone numbers, & address, to protect the security of the property. Obligatory compliance with these building Rules & Regulations as well as those of the Master Association shall be specifically referred to, and made a part of, any lease of any unit. Owners shall be responsible for the conduct of their children & pets and the children & pets of their guests and tenants. Owners shall ensure that such children's behavior is neither offensive to any occupant of the property nor damaging to any unit or portion of the common area.

## **HAZARDOUS MATERIAL**

The storage of flammable material that may unreasonably jeopardize the safety and welfare of any person or property is **not permitted on or in the property at any time**. No flammable, combustible, explosive, or otherwise dangerous fluid, chemical, or substance shall be kept in any unit or on any part of the property except such as are required for normal household use. Appropriately sized propane tanks for gas grills shall be specifically permitted. **No fireworks of any kind shall be ignited on the property from any unit or from any common area.**

## **HEATING MINIMUMS**

The owner of each unit in the project shall heat such unit so as to maintain a **minimum temperature in the unit of no less than 55 degrees Fahrenheit from October 1<sup>st</sup> to May 30<sup>th</sup>** of the 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.**

## **KEYS & DOOR LOCKS**

Owners shall provide property Management Company with one (1) passkey for each & every residential & commercial unit within the property under their management services, to be kept in a secure lock box within the property management company office. Owners shall provide a second passkey for each & every unit to the local fire department for the building Knox box. Both keys are required in case of emergencies that necessitate entry into the unit(s). By receipt & review of these rules & regulations, any owner who does not provide these two required passkeys to access their unit(s) understands that in an emergency situation, any locked entry door(s) to their unit(s) may be damaged or destroyed to gain access for an emergency.

No unit owner shall alter any lock or install a new lock on any door of the premises without the prior written approval of the Executive Board or Managing Agent; such permission shall not be withheld unreasonably. In the event such consent is given, the unit owner shall provide the managing agent one (1) new key, and the local fire department one (1) new key (or combination if applicable). Failure to comply with this or the above could result in forced entry by the managing agent or fire department personnel, and may also result in the removal or re-keying of the lock, all at the owner's expense.

**Each owner hereby specifically authorizes the managing agent or Executive Board to remove or re-key any lock installed in contravention of this provision at the owner's expense, and in addition, to assess a penalty against owner of \$100.00 per month for each month that the owner refuses to comply.** The purpose of this article is to allow the Executive Board, managing agent, or fire department to access any and all units in case of an emergency.

## **AMBER ASSOCIATION EMPLOYEES**

The Executive Board and the Amber Association's Managing Agent are the only persons authorized to give directions to the employees or subcontractors of the Amber Association. Employees or

subcontractors of the Master Association or the Managing Agent shall not be sent off the property by any owner or occupant at any time for any purpose.

### **NUISANCES**

No unit owner shall make or permit any disturbing noises in the building by himself, his family, employees, agents, visitors or lessees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other unit owners or tenants. All owners and tenants shall respect the rights of their neighbors and keep the sound levels of all radios, stereos, televisions, appliances, as well as voices & musical instruments to a minimum. No one may make undue noise before 9:00am or after 10:00pm.

No owner shall conduct, or permit to be conducted, vocal or instrumental practice nor give, nor permit to be given, vocal or instrumental instruction at any time if the same shall disturb or annoy other occupants of the building.

No obnoxious or offensive activity shall be carried on inside or outside of any unit, nor shall anything be done or placed on the property that is, or may become, a nuisance or cause embarrassment, disturbance, or annoyance to others.

### **PETS**

All dogs kept on the premises by owners, **or by renters in place as of 2002 or prior** must be licensed with Eagle County and must have appropriate shots required by the county. All dogs must be registered with the Property Owners Association for Riverwalk Village and with the individual building association.

**MAXIMUM NUMBER OF DOGS PER UNIT IS 2 DOGS. Dogs are not permitted to run free outside of an owner's unit at any time. When outside the unit, dogs shall be on leashes at all times, including when any individual is walking any dog(s) on any section of the Riverwalk property.**

**Maximum number of pets to apply when a unit changes hands beginning in 2003; owners present in 2002 or prior will be "grand-fathered" if they have more than 2 pets.**

**BEGINNING 1/1/03, NO NEW RENTERS ARE ALLOWED TO HAVE PETS.**

No animals of any kind shall be raised or kept within the property, except dogs, cats, or other common household pets. **Maximum number of any common household pets is two (2) total pets.** No exotic pets shall be kept on the property or within any unit (exotic pets may include, but are not limited to pigs, snakes, iguanas, and domesticated wild animals). No pet of any kind may be kept which abnormally interferes with the rights, comforts, or convenience of other owners. Breeding of any animal on the property or within any unit is specifically prohibited.

**DOG OWNERS MUST IMMEDIATELY PICK UP THE WASTES CREATED BY THEIR DOGS AT ALL TIMES DURING ALL SEASONS. Owners & tenants are responsible to prevent dogs urinating on any landscaping, buildings, or property owned by others; and/or from damaging any landscaping, buildings, or property owned by others. Owners violating these rules will be fined at \$50 for the first fine, \$100 for the second fine, and \$150 for each offense thereafter.**

**Any guests who visit the property must also adhere to these rules; meaning NO GUEST PETS ALLOWED. If guests do not adhere to rules as determined by the Executive Board, individual owners may be fined as indicated above for any problems created.**

## **REFUSE**

No trash, ashes, or other refuse or debris may be thrown or dumped on the property. The burning of refuse anywhere on the property is prohibited. No incinerators or other devices for the burning of refuse indoors or outdoors shall be constructed, installed, or used by any person except as approved in writing by the Executive Board. The owner of any unit subject to these rules and regulations shall keep the owners unit and the property free of trash, refuse, or debris of any kind, whether the owner's unit is vacant or occupied.

Disposal of garbage and trash by employees, owners, or renters of Riverwalk units shall be only by the use of garbage disposal units. Refuse shall be placed in sealed trash bags supplied by each owner or tenant and placed in the appropriate individual association's common trash dumpster(s) for pick-up by the trash truck. All trash must be placed in the trash dumpster(s), never alongside or on the ground. No trash bags may be stored outside units for any length of time or a fine will be levied against the owner or renter of the unit. No trash shall be dragged through common areas or thrown over balconies into any dumpsters; if this occurs there will be a charge to the owner for any clean up and/or repairs required.

Commercial owners shall break down all boxes to flat cardboard and place in the trash dumpsters. No garbage, trash, or boxes shall be stacked or other wise placed anywhere on property, including next to a dumpster; if this occurs, there will be a charge to the person responsible for leaving items.

## **RESIDENTIAL OCCUPANCY**

Full time occupancy of each two (2) bedroom unit shall be limited to a maximum of four (4) adult persons. Such occupancy of each one (1) bedroom unit shall be limited to a maximum of two (2) adult persons. Limited overnight use of one (1) week or less shall be limited to six (6) persons in two (2) bedroom units and four (4) persons in one (1) bedroom units.

## **WINDOW COVERINGS**

All window coverings visible from outside the owner's unit shall be white if fabric window covering is used or a color of natural wood if wood coverings are used. No window including sliding glass doors shall be tinted without the prior written approval of the Building Board of Directors.

## **ZONING COMPLIANCE**

All residential condominium units shall be used for residential purposes only and shall not be used for any business, manufacturing, or commercial purposes whatsoever; provided, however, if the appropriate zoning so allows and if prior written approval of the Amber Association is obtained, a residential owner may use a specifically designated portion of his residential condominium unit as a home business office, which approval may be withdrawn or terminated by the Amber Association at any time, with our without cause.

C:chris/BLDG.RULES&REGS

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