

**WREN HOUSE CONDOMINIUMS
AMENDED AND RESTATED RULES AND REGULATIONS**

WHEREAS, Wren House Condominiums hereinafter referred to as (“Association”) has been granted authority pursuant to the Declaration for Wren House Condominiums (“Declaration”) and the Bylaws for the Association to establish, make and enforce rules and regulations for the governance of the Association.

WHEREAS, The Association wishes to amend and restate its Rules and Regulations in their entirety in order to: (1) address governance issues that have arisen in regard to the Association; and (2) expand the Rules and Regulations to add clarity and detail in certain areas.

WHEREAS, These Amended and Restated Rules and Regulations (“Rules”) replace in total and in their entirety all previous Rules and Regulations of the Association, other than its Responsible Governance Policies adopted pursuant to the Colorado Common Interest Ownership Act (the “Act”) which remain separate from these operational Rules and Regulations, and supercedes, amends, modifies, deletes and fully replaces in total any and all terms or provisions of the previous Rules and Regulations other than the Responsible Governance Policies.

WHEREAS, the Association adopted a Policy and Procedure for Adoption and Amendment of Policies, Procedures and Rules which provides guidelines for drafting and adopting policies and rules. The Association’s Policy and Procedure for Adoption and Amendment of Policies, Procedures and Rules was followed in the adoption of these Rules.

NOW, THEREFORE, all requirements of the Association governing documents in relation to adoption of these Amended and Restated Rules and Regulations having been met, the Wren House Board of Directors hereby adopts the following Amended and Restated Rules and Regulations:

Article I. DEFINITIONS

1.0 Definitions Same as Bylaws and Declaration. All terms utilized herein shall be the same as defined in the Declaration, and Bylaws and the Act unless otherwise specified herein.

1.1 Guest. For purposes of these Rules and Regulations Guest shall refer to all persons other than an Owner with a current right to occupy a Unit.

Article II. WINDOWS, BALCONIES, TERRACES, AND PASSAGE WAYS

2.0 No awnings or other projections shall be attached to the outside walls of a Unit without the prior written consent of the Board of Directors. Any decks, porches, patios, terraces, 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, or for storing personal property.

2.1 Cooking by any means is strictly prohibited at the Wren House Condominium Project ("Project") except within a Unit and its own balcony/patio/deck (at the occupant's sole risk). **Charcoal grills are prohibited.** Cooking shall only be allowed on the balcony/patio/deck of a Unit on a gas grill.

2.2 The sidewalks, driveways, entrances, and parking areas must not be obstructed, encumbered or used for any purpose other than ingress and egress, and for the parking of vehicles per the Association governing documents.

2.3 Without prior written approval by the Board of Directors, all activities and uses of balconies, decks, and patios shall be prohibited except specifically the following activities and uses:

a. Patio furniture. Seasonal outdoor furniture in good condition is permitted. All furniture and movable objects including, but not limited to, patio furniture, may be left upon a deck, balcony or patio as long as there is no danger of damage due to the wind moving said furniture and objects to other Units or the Common Area.

b. Flower boxes. Wooden, terra cotta, or plaster flower boxes and pots shall be permitted in colors consistent with the Building exteriors.

c. No exterior storage. All exterior storage of personal property shall be specifically prohibited (unless specifically permitted by the Bylaws, Declaration or these Rules and Regulations). This includes no bike storage on the balconies, patios, or decks.

d. No garbage or trash shall be stored on balconies, decks or patios.

e. Hot Tubs. No Hot Tubs shall be permitted upon any deck, patio or any other exterior area of a Unit, Limited Common Element or Common Element or Areas.

f. No hard wood floors are allowed upon non-ground floor Units without prior Board approval.

Article III. COMMON AREAS

3.0 Common Areas are to be treated with care by all Owners, relatives, employees, guests, lessees and invitees. Any abuse, damage or annoyances created by such an Owner or his or her guest, relative, lessee or invitee shall be the sole responsibility of that Owner.

3.1 No furniture not belonging to the Association may be used in any part of the Common Area.

3.2 No part of the Common Area may be used for storage, vehicle repair, construction, or any other purpose unless the Board of Directors or the Managing Agent gives specific written permission for such use. The Board of Directors, however, assumes no liability and shall not be liable for any loss or damage to articles stored in Common Area.

3.3 If, in the judgment of the Managing Agent or the Board of Directors, any item must be removed from the Common Areas, the Owner of said item shall be responsible for the cost of such removal.

3.4 The storage of flammable, dangerous or hazardous materials that may jeopardize the safety and welfare of any person or property is not permitted on or in the Common Areas or Units and may be immediately removed by the Board or Managing Agent, with the offending Owner to assume all liability for any damage created by such flammable, dangerous or hazardous material, including the cost for the removal of the same.

3.5 Laundry room and Storage Room:

- a. The Laundry and Storage Room shall be kept locked at all times. Any Resident accessing the same shall lock the door after access.
- b. Use of the Laundry and Storage Room is at a Resident's or Guest's own risk.
- c. There are currently lockers located in the Laundry and Storage Room. Lockers may be assigned or re-assigned at the discretion of the Board of Directors.
- d. No personal items may be stored in outside of an assigned locker except for Bicycles. Any items left outside of the Lockers may be removed by the Association and the Association shall have no

liability for such items so removed. All such storage is at Resident's own risk and the Association is not liable for any items or equipment left or stored in the Laundry and Storage Room.

- e. Damage to any facilities in the Laundry and Storage Room shall be the responsibility of the Resident who caused the damage. Owners are also responsible for all damage caused by their Guests or invitees.
- f. The Laundry and Storage Room shall be treated with respect and all trash or other personal property brought to the area by a user thereof shall be properly thrown away in the receptacles provided or removed from the area upon the user vacating the area.
- g. The rules relative to the Common Elements and Limited Common Elements are fully applicable to the Laundry and Storage Room.

Article IV. NUISANCES

4.0 No Owner shall make or permit any disturbing noises by himself, his family, guests, servants, employees, agents, visitors or lessees, nor do or permit anything by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners/occupants. No Owner shall allow any noise from their Unit to be heard outside their Unit, whether it is music, television, conversations, or any other noise after 10:00 p.m. and before 8:00 a.m.

Article V. RESTRICTIONS ON USE

5.0 No part of the Project shall be used for any purpose except residential purposes, and the common purposes for which the Project was designed. Each Unit shall be used as a residence for a single family (or joint owners), its Guests, tenants and invitees. No Unit shall be used for any unlawful purpose and the Owner shall not do or permit any unlawful use in or upon his Unit.

5.1 There shall be no obstruction of the Common Areas. The walkways, entrances, halls, stairways, sidewalks, driveways and roads shall not be used for any purpose other than ingress to and egress from the Units.

5.2 No lights shall be emitted from any Unit which are unreasonably bright or cause unreasonable glare, or are unreasonably annoying due to blinking, color or direction of the light beam except as allowed by the Holiday Décor portion of these Rules and Regulations.

5.3 No radio or television, aerial, antenna, radio speakers or satellite dish shall be attached to, or hung from, the exterior of a Unit, the roofs of the Project, the Common

Area, or allowed to protrude over any deck, patio or balcony, without the prior written consent of the Board of Directors.

5.4 No Owner shall carry on any business that creates vehicular traffic at the Wren House without prior Board approval.

Article VI. VEHICLES

6.0 Power vehicles, except for authorized power equipment for maintenance, may not be operated on in the Common Area or in any Unit. This includes, but is not limited to, mini bikes, go-carts, snowmobiles and golf carts. Bicycles are prohibited in or on all landscaped areas. Bicycles must be walked, not ridden, on all Common Areas and pedestrian walkways.

Article VII. PARKING

7.0 No trucks, trailers, or recreational vehicles of any make or size may be parked for more than 48 hours on the Common Areas. Pickup trucks may be parked in designated parking if it is being used for normal passenger use.

7.1 Vehicles using the driveway and parking areas must proceed safely and may not exceed 5 mph. All vehicles must park in appropriately designated areas and shall not block in any way any egress or ingress, or the ability of any other vehicle to enter or exit safely from the Project.

7.2 Parking is limited to three (3) vehicles per Unit

7.3 All vehicles must move every 48 hours during the winter months in order to aid in snow removal efforts. If a vehicle is not so moved, the owner must be in communication with management or the Association may move the vehicle by any reasonable means. In such event the Association is not liable for any damage incurred to the vehicle and the Owner who owns the vehicle or whose Guest owns the vehicle as well as the vehicle owner shall be liable for the cost of moving the vehicle. Please park on the south side of the lot during snow storms to aid in snow removal efforts.

7.4 No inoperable vehicles shall be parked in the parking area. If a vehicle remains unmoved for seven (7) days it can be removed by the Association per this Section 7.

7.5 No work upon vehicles shall be allowed upon the parking areas which includes a prohibition on oil changing. Only emergency actions such as jump starting or towing may occur upon the parking areas.

7.6 Enforcement of parking rules and regulations requires immediate action and thus the following fine and enforcement structure is applicable to parking violations by Owners as opposed to the provisions of the Enforcement Policy except where the Enforcement Policy is specifically referenced herein.

7.6.1. Towing and Fine Schedule. For any violation of the parking restrictions and regulations, the Association may, in addition to being entitled to tow any offending vehicle and charge the costs of the same to the offending vehicle's owner, assess fines as follows which fines may be assessed against the Owner of the offending vehicle as well as also being assessed against the Owner of any Unit who themselves or whose guest, tenant or invitee violates the parking restrictions and regulations:

- First violation - written warning;
- Second violation - \$100.00 fine;
- Third violation - \$150.00 fine;
- Fourth violation - \$200.00 fine;
- Each subsequent violation - \$250.00 each.

The fine schedule herein is not required to be implemented prior to towing any offending vehicle and the fines are in addition to the towing costs. If the offending vehicle Owner is an Association Member and he or she objects to the fine or towing all costs and fines shall be paid but held in escrow by the Association pending a timely objection and/or request for hearing and conducting of the hearing if so requested per the Enforcement Policy. Vehicle Owners who are not Association Members are not entitled to the procedures provided for in the Enforcement Policy.

7.6.2 Booting. For any violation of the parking restrictions and regulations, the Association may also, in lieu of towing a non-complying vehicle and/or implementation of the fines provided for in section 7.6.1 above place a wheel boot upon a non-complying vehicle in which case the following shall apply:

7.6.2.1 Upon the first instance of wheel booting the wheel boot shall be removed only upon payment to the Association of the sum of \$100;

7.6.2.2 Upon the second instance of wheel booting of the same vehicle or of any other vehicle parked by an individual whose vehicle has once previously been wheel booted, the wheel boot shall be removed only upon payment to the enforcing party of the sum of \$200;

7.6.2.3 Upon the third instance of wheel booting of the same vehicle or of any other vehicle parked by an individual whose vehicle has twice previously been wheel booted, the wheel boot shall be removed only upon

payment to the enforcing party of the sum of \$300. In addition, upon the third instance of wheel booting of the same vehicle or of any other vehicle parked by an individual whose vehicle has twice previously been wheel booted, the Association may bar the vehicle from the Project and if an Owner revoke or suspend the parking privileges of the Owner as determined by the Executive Board. The suspension or revocation of the parking rights shall occur via the procedures found in the Enforcement Policy.

7.6.2.4 If the offending vehicle Owner is an Association Member and he or she objects to the fine or towing all costs and fines shall be paid but held in escrow by the Association pending a timely objection and/or request for hearing and conducting of the hearing if so requested per the Enforcement Policy. Vehicle Owners who are not Association Members are not entitled to the procedures provided for in the Enforcement Policy.

Article VIII. GUESTS, LESSEES AND OCCUPANTS OTHER THAN OWNERS

8.0 It is the responsibility of the Owner to be sure that anyone occupying his Unit is made aware of all rules and regulations and the Association documents. An Owner is solely and fully responsible for the conduct of any guests, lessees or occupants.

8.1 Tenants and Guests may NOT have pets.

8.2 An Owner shall have the right to lease their Unit specifically subject to the Association Governing Documents. All tenancies shall be specifically subject to the terms and conditions of the Association documents and these Rules and Regulations. All tenancies of thirty days or more, regardless if said tenancy is a month-to-month tenancy, tenancy at will, or lease for longer period, shall be required to be in writing and have a copy of these Rules & Regulations attached to it. Management may request a copy of the executed, written lease. In the event of a tenancy, the Association shall be entitled, and Owner shall be deemed to have assigned all rights to the Association, to take all actions that the Owner would as a lessor of their Unit including seeking eviction of a tenant or lessee for failure to comply with any of the lease terms, these Rules and Regulations, or the Association documents. Any tenant or lessee of any Unit in the Project shall be subject to immediate forcible entry and detainer proceedings for failure to comply with their lease terms and/or the Association Governing Documents.

8.3 Overnight guests in rental units are limited to:

8.3.1. two (2) unrelated people per bedroom or loft

8.4 An Owner shall be liable for any violation of the Association documents and these Rules and Regulations, committed by an Owner's tenant, lessee, guest or invitee, including any and all damages or fines that may be incurred as a result of the actions of said tenant, lessee, guest or invitee. This section shall not prejudice an Owner's right to collect any sums paid by the Owner on behalf of a tenant, lessee, guest,

or invitee. All costs incurred by the Association in connection with enforcement of this paragraph shall be reimbursed to the Association by the Owner of the Unit upon demand. All unreimbursed costs shall be a lien upon the condominium unit until reimbursement is made. The lien may be enforced in the same manner as a lien for unpaid Assessment.

8.5 Any Unit that is rented or leased must have a carbon monoxide detector as required by Colorado law.

Article IX. SMOKING IS PROHIBITED AT THE PROJECT

9.0 Wren House Project is hereby rendered a non-smoking facility. Consequently, it is not permissible to smoke, inhale, exhale, burn or carry any lighted cigar, cigarette, pipe or other lighted plant or combustible substance in any manner or any form within the Project. This smoking ban applies to the entire Project including, but not limited to, the Common Elements, Units and Limited Common Elements which by definition thereof found in the Declaration includes the exterior decks and/or patios of any Unit and the Laundry and Storage Room. Further, there is hereby further established a smoke free perimeter around the Project whereby smoking is impermissible within twenty-five feet of an entrance, passageway, operable window, ventilation system or other opening of any portion of the enclosed space comprised of the Project.

9.1 Should any Owner, Guest, lessee, or other person smoke or otherwise consume combustible substances within the Project, such offending party may be subject to a fine and/or other penalty as determined by the Board of Directors pursuant to the Association governing documents including the Enforcement Policy.

Article X. HOLIDAY OUTDOOR LIGHTING AND DECORATION

10.0 Holiday Outdoor Lighting and Decoration shall be permitted between November 15th and January 15th of the subsequent year ("Holiday Outdoor Lighting Time Period"). The specific guidelines for installation of Holiday Outdoor Lighting and Decorations is as follows:

- a. Only white, string lights, which may or may not be attached to a garland, may decorate any porches or deck structures, to include railings, as well as the main entrance (door way and associated entry way structure) to a Unit as the same as defined in the Declaration.
- b. "Outlining" of a home or individual architectural feature by applying strings of lights to run continuously along roof eaves, window trim or other prominent architectural features of a Unit is strictly prohibited.
- c. Only white string lights are permitted and chasing, blinking, or "icicle" lights are strictly prohibited.

- d. Plastic statuary, inflatable lawn displays and other similar ornate displays containing unnatural, non-indigenous materials are not permitted. However, garlands and/or wreaths which simulate, in a lifelike manner, true, organic evergreen or deciduous tree boughs will be permitted; garland and wreaths made of organic materials are preferred and encouraged.

Article XI. PETS

11.0 Restricted Access for Pets.

- a. No pet which is not licensed, if so required by Eagle County regulations or the county of the owner's principle residence, shall be permitted to enter into the Project.
- b. Only those persons owning real property in the Project shall be allowed to harbor a pet at the Project and there is a limit of two (2) pets (dogs, cats or normal household pets) permitted. **Tenants and Guests shall not be allowed to harbor pets whether a long-term tenant or short-term tenant or Guest.**
- c. Dogs assisting handicapped persons or law enforcement officers need not be licensed but must register with management upon entering the Project.

11.1 Annual Licensing and Vaccination Required. It shall be the duty of any pet owner to annually obtain an Eagle County license or in the county of the owner's principle residence in accordance with the provisions of this resolution for each pet which he or she maintains, keeps or harbors within the Project and to have annually vaccinated or inoculated against rabies each pet.

11.2 Duration and Requirements of Dog License and Dog Tag and Information to be Provided.

- a. A dog license shall be valid for one (1) year from date of issue and is not subject to renewal. Upon the expiration of a dog license, a new license must be obtained for the succeeding year.
- b. All pet owners must provide the following information regarding their pet to Management for Wren House:
 - i. Name and address of the pet owner.
 - ii. Breed, sex, age and description of the licensed dog.
 - iii. Owner certification of vaccination or inoculation.
 - iv. Amount of license fee paid if required.

- v. Date of issuance of license if required.
- vi. License Number if required.
- c. A copy of the license will be kept on file with the Association.
- d. The Eagle County tag which was issued with the license must be displayed on the animal at all times.
- e. Tags shall not be transferable from one animal to another.

11.3 Control

a. It shall be the duty of any owner or keeper of a pet to keep such pet under control and to prevent the pet from running at large, becoming a danger or nuisance to persons or property or trespassing on the property of another. Control of a pet means physical control by means of a leash, rope or chain no longer than twenty (20) feet in length.

b. A pet shall be deemed not under control when:

- i. Running at Large. Running at large shall mean a pet that enters upon Common Areas of the Association or the private property of other Owners or when it enters public property, without authorization, and is not under the control of an Owner or responsible member of the Owners' family or an employee or an agent of the Owner, either by leash, rope or chain no longer than 20 feet in length.
- ii. Said pet inflicts injury or damage to the person or property of anyone other than the dog owner.
- iii. A female pet, during its period of estrus, is not securely confined on the property or premises of the dog owner.
- iv. A pet within the open portion of a vehicle parked in a common area or public place, whether restrained or not, is creating a danger to persons and/or property in the immediate vicinity.

11.4 Impounding of Pets

a. Town of Vail Animal Control , the Association or Member thereof or designated agent, may apprehend any stray pet or any pet found running at large or not under control and is entitled to impound such pet.

b. Wren House or designated agent shall use reasonable efforts to contact the impounded pet's owner, if known, or if the owner of the pet is unknown, or if the pet is a stray, Notice shall be posted at one or more conspicuous places at the Project describing the pet, place and time of taking. The owner of the impounded pet may reclaim said pet upon payment of all costs incurred or charges imposed by Wren House or said designated agent.

11.5 Vicious Animals Confined. No pet owner shall keep a vicious animal unless confined in an enclosure, tethered on private property whereas not to interfere with the common or public areas. A vicious animal shall include, but not be limited to, an animal that growls, barks in an aggressive manner, snaps, bites or exhibits aggressive or threatening behavior.

11.6 Interference with Animal Control Officer. No person shall interfere with, molest, hinder or obstruct the Association or its designated agent in discharging his/her duties under this regulation.

11.7 Threatening of Wildlife and Livestock. No person shall permit and/or allow an animal to run after, pursue, bite, snap at, attack or otherwise threaten wildlife and/or livestock. In the event that any pet is found threatening any such wildlife and/or livestock, said pet may be impounded under this regulation.

11.8 Liability for Accident or Subsequent Disease from Impoundment. Neither the Board of Directors, its employees or agents, managing agent, or persons authorized herein to enforce the provisions of this regulation shall be held in anyway responsible for any act taken to enforce these provisions including, but not limited to, any accident or subsequent disease which could be suffered by a pet as the result of the administration or implementation hereof.

11.9 Disturbance. No pet owner shall allow a pet to bark or howl so as to disturb the peace and quiet of others. The pet that violates this provision is subject to impoundment and the owner subject to fines.

11.10 Kennel Regulations. No kennel operation or pet related business shall be permitted or licensed within the Project.

11.11 Waste Removal.

a. No owner shall allow a pet to dig or defecate on any lawn, tree, shrub, plant or Building at the Project and will clean up after any pet that does the same.

b. Notwithstanding Paragraph 11.11(a) it shall be the responsibility of pet owners to remove any waste materials deposited by their pets in public or Common Areas.

Article XII. UNIT MODIFICATIONS

12.0 Exterior changes. Under no circumstances shall any exterior changes or modifications be allowed of any nature or kind including, but not limited to, the Common Elements and Areas, Limited Common Elements, Buildings, parking areas and landscaping unless approved in advance expressly by the Board of Directors in writing.

12.1 Interior Changes Construction Guidelines.

12.1.1 Owner shall insure that all general contractors, subcontractors, suppliers, vendors, etc. are advised of these Guidelines. *It is the Owner's responsibility to ensure that their contractors and subcontractors read and understand these Guidelines and comply with the same.* **Contractors and subcontractors are also obligated to be in full compliance with the Town of Vail Design Review Guidelines and requirements and the Association governing documents and are required to be licensed and insured.**

12.1.2 No work shall commence until express written approval has been received from the Board of Directors in compliance with the Declaration and these Procedures and Guidelines and until all governmental and quasi-governmental permits are issued and received.

12.1.3 The Board of Director shall be entitled to set forth any construction limitation or guidelines to control the construction or implementation of the approved modification. In addition to any such requirements the Board of Directors may implement as to any approved application the following shall also apply:

- 12.1.3.1. Construction shall only occur during business hours from:
 - Non Holidays Monday – Friday: 7:30am – 7:00pm
 - Non Holidays Saturday: 8:30am – 7:00pm
 - Holiday Monday – Friday: 8:30am – 5:00pm
 - Holiday Saturdays: 8:30am – 5:00pm
 - No construction on Sundays.

The Board of Directors may also implement restrictions on work occurring on high Owner occupancy times. Major remodels should be scheduled in the off seasons.

12.1.3.2. Owner shall be required to establish reasonable parking, with approval of the Board of Directors for all construction personnel and at no time shall construction personnel be entitled to park at the Project or in a

manner not approved by the Board of Directors, that would interfere with the circulation of traffic throughout Wren House or that would interfere with any other Owner or Guests' utilization of the roadways and easements within Wren House.

12.1.3.4. Owner shall be required to establish temporary lavatory facilities for all workmen who shall be located in an area approved by the Board of Directors so as to detract as little as possible from the project.

12.1.3.5. Owner shall be required to provide all necessary trash receptacles and facilities necessary to accommodate the approved modification. The Board of Directors shall be entitled to designate the area in which such trash receptacles shall be located.

12.1.3.6. Owner shall be responsible for keeping the construction site in a clean and safe manner. In the event that the Board of Directors deems that a construction site is not being kept in a clean and safe manner the Board of Directors may take whatever steps are necessary to remedy that problem after giving the owner 48 hours notice to adequately address the issue, the Board of Directors shall take the action deemed necessary and the cost thereof shall be the obligation of the Owner and shall act the same as an assessment and shall constitute a lien against such Owner's Unit.

12.1.3.7. Owner shall be required to take all necessary action concerning staking of utility lines so as to ensure that there is no interference with any utilities at the Project.

12.1.3.8. Owner shall be required to ensure that no easements are interfered with as a result of the proposed modification.

12.2 At the completion of any modification the applicant shall be required to return the Unit and the Common Area to its condition prior to commencement of the modification subject, of course, to the approved modifications. This expressly includes all lawn and landscaped areas. At no time will an Owner be entitled to disturb any landscaping or lawn area not specifically approved by the Board of Directors.

12.3 All construction and modifications must meet all applicable zoning, building codes and the rules, regulations and procedures of any governmental or quasi-governmental agency applicable to the Project. Nothing contained in the Declaration or these Rules and Regulations shall be construed as a waiver of modification of any such zoning, rules or guidelines, building codes or guidelines or the rules and regulations or procedures of any governmental or quasi-governmental agency.

12.4 Owner must insure that Owner's contractor informs Managing Agent in writing of construction start and completion dates. Owner must also provide Managing Agent with a construction schedule and a list of subcontractors, contact names, and phone

numbers. This list should include after hours/emergency contact names and phone numbers for 24-hour notification during the length of the construction job.

12.5 Owner must insure that Owner's contractor provides Managing Agent with a current Certificate of Insurance and a copy of any applicable building permits before work commences.

12.6 No materials or equipment of any type can be stored or left outside the Unit except with the express written consent of the Board of Directors. All work must be completed inside the Unit. Work stations are not allowed outside a Unit unless expressly agreed to in writing by the Board of Directors.

12.7 All Fire System testing and inspections are to be scheduled through the Managing Agent. Various precautions need to be taken by Owner in order to avoid false fire alarms. These precautions will likely include covering smoke detectors and/or periodically disabling fire alarm zones. Any work that may impact the fire and life safety systems must be coordinated through Managing Agent's office. Costs incurred by the Association for false alarms caused by the Owner and Owner's contractor or subcontractors will be passed on to the Owner. Methods employed to avoid false alarms must not compromise life safety in the Project. Emergency lighting, life safety and energy management systems shall not be disconnected under any circumstances without prior written approval from the Association. Upon receiving approval, the work shall be scheduled through the management office 24 hours in advance. Work shall be performed expeditiously and emergency facilities shall be restored immediately upon completion. Additionally, building personnel, who monitor all life safety systems, must be notified prior to any such work being started. Final fire alarm tie-in and fire sprinkler services shall be performed by a monitoring company at the Owner's expense. **No exceptions will be considered.**

12.8 The Association retains the right to deny access to the Project to any individual(s), permanently or temporarily, if in the Association's sole discretion such individual(s) commit(s) any action which could be considered detrimental to the Project, its personnel and/or its Owners.

12.9 Managing Agent shall be notified 24 hours in advance before any duct, sprinkler line, water meter is cut or addressed or before moving any air handling equipment, thermostat, etc. Additionally, a 24-hour notice shall be given prior to any varnishing, draining of sprinkler lines, or use of toxic materials so that ventilation requirements may be reviewed. The Association reserves the right to withhold approval for the use any materials which the Association, in its sole discretion, deems could be harmful to the building or its occupants.

12.10 Owner must insure that its contractor has a minimum 10 lb. ABC rated fire extinguisher on the construction site at all times. All flammable, combustible, and toxic materials are to be stored in approved containers supplied by the contractor at all times. No gasoline-powered devices will be permitted within the building. All equipment will

be electrically operated. All hazardous materials must be removed by Owner according to EPA and OSHA guidelines upon completion of the project.

12.11 No one shall be allowed to endanger the Project or its occupants in any manner whatsoever. Owner shall immediately correct any hazardous conditions. If Owner fails to correct the hazardous condition, the Association may correct the situation at Owner's expense.

12.12 All state, local and federal safety rules and regulations must be observed at all times. All contractors shall cooperate in every detail with any and all other safety requirements imposed by the Association.

12.13 Each Contractor shall be responsible for providing and maintaining its own first aid kit. **Owner's Contractor will be responsible for properly protecting and safeguarding its work. The Association shall not in any way be held liable for damage or loss to Contractor's work. Damage to Common Area or other Units shall, however, be the responsibility of the Owner.**

12.14 The Association may inspect construction areas at any time, and stop work if the contractor is not in compliance with these rules and/or not performing work in accordance with plans and specifications approved by the Board of Directors. Such work stoppage shall not relieve the Owner of its responsibility for timely completion of work pursuant to any contractual agreement. The Association does not provide for the Contractor's security at the job site. Security shall be the responsibility of the Owner.

12.15 **NO RADIOS**, television sets, or recorded music will be allowed on the construction site (headsets may be used).

Article XIII. INSPECTION OF UNITS

13.0 Each Owner, within seven (7) days of execution of these Rules and Regulations, must provide Managing Agent with a key to the Owner's Unit for emergency access purposes only. If no key is provided, Owner must provide emergency access contact information, such as a lockbox code and location of said lockbox.

13.1 In the event a Unit Owner fails to comply with the requirement herein for access to their Unit and the Unit, another Unit and/or the Project is damaged, the Owner will be responsible for all costs associated with the repair of the damaged property, including, but not limited to, damage to the Unit(s) and/or Project. Failure to comply with these Rules and Regulations can also, at the discretion of the Association Board of Directors, negate any obligation for the Association to submit a damage claim to the Association's insurance carrier with said non-complying Owner to be liable for all damage and repair costs to the Unit(s) and/or the Project. Notification of any such damage responsibility shall occur in compliance with the Association's Enforcement Policy.

13.2 At the Association's discretion, in order to protect the Common Areas and other Units as well as to reduce exposure to insurance claims, the Association shall enter a Unit if the Association has a good faith belief or concern as to the condition or status of a Unit in order to inspect the Unit and insure that no damage has occurred or is occurring within the Unit that would place the Common Areas or other Units at risk of damage and/or that could lead to an insurance claim being required. If possible the Association will attempt communication with an Owner in advance and request access but in the event of an emergency or if an Owner does not timely respond, and the Owner has elected not to provide the Association with a key to access their Unit for this purpose, said Owner shall be responsible for any costs related to entry into the Unit for such purposes.

13.3 In the event damage within a Unit is detected by the Association the Association will notify the Owner and take the steps the Association shall deem appropriate at the time to protect the Common Areas, other Units and reduce an insurance damage claim. If the repair work needed within a Unit is an Owner's obligation, as the same is defined in the Association governing documents ("Owner Obligation"), the Owner is solely and fully liable and responsible for any and all costs and expenses related to any work required by the Association to protect the Common Areas, other Units and reduce an insurance damage claim. Further, if an Owner Obligation, the Owner is solely responsible to repair any and all damage to the Unit at Owner's sole cost and expense. Owners may contract separately with the Association's property management company to perform said work. The Association may perform the work if an Owner fails to timely do the necessary repair work and failure to perform the work will compromise the Common Areas, other Units or create the risk of an increased insurance damage claim in which case, after providing five (5) days advance notice to the Owner, except in an emergency in which case notice will be provided as soon as possible and may occur after or while the work is proceeding, the Association may, at its discretion, perform the work and charge all costs related thereto to the Owner.

13.4 If an Owner detects damage within a Unit the Owner will immediately notify the Association, through its property management company, and will take all steps to immediately address the damage and cause thereof to insure that no damage will occur to the Common Areas, other Units and to reduce insurance damage claim amounts. Upon such notice the Association shall be entitled to enter the Unit to inspect the damage and repair work occurring in the Unit. If the repair work is not occurring in a manner that the Association deems appropriate in order to protect the Common Areas, other Units or reduce insurance damage claim the Association may proceed as set forth in paragraph 13.3 above as to demand upon the Owner and performance of work at the Association's discretion.

13.5 The Association shall have no responsibility or liability to an Owner to detect damage or related issues within a Unit. The purpose of the inspections is solely to detect issues that may compromise the Common Areas, other Units or potentially create an increased risk of an insurance damage claim. The Association's failure to conduct

inspections or detect any issues in a Unit shall not be the basis for any claim by an Owner or third person against the Association.

13.6 The Association's exercise of its rights hereunder shall not create any liability to any Owner hereunder including any claimed damage to a Unit or personal property therein.

13.7 Any and all expenses related to an Owner Obligation, including any insurance deductibles, shall be the responsibility of the Owner. Owners are encouraged to carry insurance on their Unit that covers such issues.

Article XIV. DENIAL OF RIGHT TO USE COMMON ELEMENTS
AND LIMITED COMMON ELEMENTS

14.0 As Assessments fund the upkeep of the Common and Limited Common Elements the Association has determined that an Owner who is delinquent in payment of any and all Assessments or other financial obligations to the Association should not be entitled to the use of the Common or Limited Common Elements or to benefit from Common Expenses while there is a delinquency.

14.1 For purposes of these Rules an Owner shall be deemed delinquent once any Assessment or other financial obligation owed the Association is One Hundred and Twenty (120) days past due ("Delinquency Date"). After the Delinquency Date the Association has the right to suspend the delinquent Owner and Owner's Guests, renters, invitees and family members, right of access to and use of the Common Elements and Limited Common Elements as well as denying the benefit of Common Expenses. This specifically includes denying access, use or payment of:

- a. Parking Spaces and Areas;
- b. Laundry and Storage Room;
- c. Lockers.

The suspension of use of the Common and Limited Common Elements and enjoyment of Common Expense services shall continue until the Owner has satisfied all Assessments, debts and financial obligations owed to the Association unless otherwise determined by the Board.

14.2 In the event an Owner is not in compliance with the Association Governing Documents for reasons other than failure to meet financial obligations, in addition or in conjunction with all rights of the Association to address the same through

its Enforcement Policy, the Association has the same right to suspend the Non Complying Owner and Owner's guest, renters, invitees and family members, right of access to and use of the Common Areas and Elements and Limited Common Elements as well as denying the benefit of Common Expenses in the same manner as specified above during the period of non-compliance or as a penalty for recurring non-compliance, in addition to all other penalties and fines that may be assessed by the Association for non-compliance with the Association Governing Documents. Such suspension of rights and access shall not occur until the Notice and Hearing provisions of the Enforcement Policy have been met.

Article XV. NO SMOKING

15.0 **No Smoking.** It is not permissible to smoke, inhale, exhale, burn or carry any lighted cigar, cigarette, pipe or other lighted plant or combustible substance, including marijuana, in any manner or any form within the property boundaries of the Association. This smoking ban applies both to the Project as a whole including the Common Elements and Units.

Should any Owner or Guest or other person smoke or otherwise consume combustible substances within the Project, such offending party shall be subject to a fine and/or other penalty as determined by the Board of Directors pursuant to this Declaration and the Association Rules and Regulations .

Article XVI. MISCELLANEOUS PROVISIONS

16.0 **Violations Deemed a Nuisance.** Every violation of the Association governing documents and any of these Rules and Regulations is deemed to be a nuisance and is subject to all of the remedies provided for the abatement of the violation. In addition, all public and private remedies allowed at law and equity against anyone in violation of the covenants shall be available.

16.1 **Compliance.** Each Owner or other occupant of any other part of the Property shall comply with the provisions of the Association governing documents and these Rules and Regulations as the same may be amended from time to time.

16.2 **Failure to Comply.** Failure to comply with the Association governing documents and these Rules and Regulations shall be grounds for an action to recover damages or injunctive relief to cause any such violation to be remedied, or both.

16.3 **Who May Enforce.** Any action to enforce the Association governing documents and these Rules and Regulations may be brought by the Association, the Board of Directors, or the Managing Agent in the name of the Association on behalf of the Owners. If, after a written request from an aggrieved Owner, none of the foregoing persons or entities commences an action to enforce the Association governing documents or these Rules and Regulations, then the aggrieved Owner may bring such an action.

16.4 Remedies. In addition to the remedies set forth in the Association governing documents and as previously set forth in these Rules and Regulations, any violation of the Association governing documents and these Rules and Regulations shall give the Board of Directors and the Managing Agent, on behalf of the Owners, the right to enter upon the offending premises and take the appropriate peaceful action to abate, remove, modify, or replace at the expense of the offending Owner, any structural thing or condition which may exist thereon, contrary to the interests and meaning of the Association governing documents and these Rules and Regulations if an Owner grants an easement in and to his Unit for the purposes of complying with the Association governing documents and these Rules and Regulations. The costs shall be at the expense of the Owner or other person responsible for the offending condition.

16.5 Non-exclusive Remedies. The remedies set forth herein are cumulative and non-exclusive.

16.6 No Waiver. Failure of the Board of Directors, Managing Agent or the Association or aggrieved Owner to enforce the Association governing documents and Rules and Regulations shall not be deemed a waiver of the right to do so by any subsequent violations or the right to enforce any other part of the Association governing documents or these Rules and Regulations at any future time.

16.7 No Liability. No member of the Board of Directors or the Managing Agent or any Owner shall be liable to any other Owner for the failure to enforce any of the Association governing documents or Rules and Regulations at any time.

16.8 Recovery of Costs. If legal assistance is obtained to enforce any provisions of the Association governing documents or these Rules and Regulations, or any legal proceeding, whether or not suit is brought, for damages or enforcement of the Association governing documents or these Rules and Regulations, or the restraint of violation of the Association governing documents or these Rules and Regulations, the Association shall be entitled to recover all attorney's fees and costs incurred by it in such action.

ADOPTED as of November 8, 2013

WREN HOUSE CONDOMINIUMS BOARD OF DIRECTORS