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NORTHWOODS CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

Northwoods Condominium Association (“NCA” or the “Association”) is an exclusive residential condominium community of like minded owners who use their homes seasonally. The NCA community is not a hotel or a resort condominium rental complex. Unit Owners wish to enjoy the peace and quiet of the Northwoods setting with their families and guests. The NCA Managers see their duty as assisting the Unit Owners and their guests achieve quiet enjoyment of their homes. In order to support this goal, the NCA board of directors (the “Board”) has implemented Rules and Regulations to maintain order, safety, and tranquility. These rules are designed to assure a pleasant and comfortable experience for Unit Owners and their guests and to insure harmonious relations.

1. General. As neighbors, we all have certain rights and obligations. The regulations we impose upon ourselves as Unit Owners are for the mutual benefit and comfort of everyone at Northwoods. Objectionable behavior is not acceptable even if it is not specifically covered in these rules. It is the responsibility of all Unit Owners to see that these rules are not violated by their relatives, employees, invitees, guests, agents or lessees. To be effective, rules and regulations must be enforceable. Accordingly, violations by Unit Owners, their employees, relatives, employees, invitees, guests, agents or lessees (collectively, “Occupants”) will be acted on as follows:

"A firm, informative and friendly warning will be given for a minor infraction. If, however, damage to property has occurred, said damage will be charged to the Unit Owner on the unit account.

Thereafter, an offender of these rules will be subject to whatever action the Board deems necessary including, but not limited to, fines and penalties as well as any other action the Board is empowered to undertake under the governing documents of the Association.

2. Unit Owners and all Occupants Bound by Rules. Each Unit Owner will be responsible for ensuring that the Occupants of their unit comply with all provisions of the Association’s governing documents and these rules. Furthermore, each Unit Owner and their Occupants must endeavor to observe and promote the cooperative purposes for which the Association was established. In addition to any rights the Association may have against the Unit Owner or any occupants because of a violation of the Association’s governing documents and these rules, the Association may take action under these rules against the Unit Owner as if the Unit Owner committed the violation in conjunction with the Unit Owner's Occupants.

The Association’s Managers must be notified (in advance, if possible) when units are to be occupied. All guests of Unit Owners or Occupants must fill out and return all association paperwork prior to entering the Northwoods community. Unit Owners or their rental agent must notify the Association’s Managers every time that they will be renting their unit and the Unit Owner will be subject to the facilities usage fee.

3. Video Monitoring. To ensure the safety and security of all Unit Owners and Occupants, common areas are under full-time camera surveillance; therefore even a temporary violation will be noted and enforced.

4. Architectural Review Committee/Project Approval Guidelines and Rules. Any proposed renovation or expansion project in a Northwoods unit must be reviewed and approved in accordance with the Architectural Review Committee Project Approval Guidelines and Rules (“ARC Guidelines”). Unit Owners who wish to renovate or expand their units must submit a written application to the ARC and follow all procedures outlined in the ARC Guidelines.

5. Insurance Requirements. All Unit Owners must carry personal condominium insurance. Unit Owner policies should cover furnishings, appliances, fixtures, storage lockers and contents, interior doors and patio doors, interior unit finish upgrades and improvements, appliances, fixtures, furnishings, personal property and other contents and attachments within unit above original finish levels, plumbing, heating, cooling and electrical equipment and pipes serving only one unit, and personal property in the unit. Optional policies are available for coverage for the property of guests who are lawfully in the unit. Please refer to the NCA policy statement pertaining to insurance, maintenance, and repairs for more detailed information on Unit Owner insurance responsibilities.

6. Minimum Heating and Water Shut-Off. It shall be the responsibility of every Unit Owner in the Northwoods community to heat his or her 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. This minimum heating requirement must be met even when the unit is vacant. These rules are essential 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 buildings.

At any time during the months specified above when the heating equipment is not working properly, the Unit Owner or occupant shall immediately inform the Association's Managers or Board of the problem and of the time needed to repair the equipment. The Board may fine any Unit Owner or occupant up to five hundred (\$500.00) dollars and/or may cause the water service to the violator's unit to be discontinued for violation of this rule, in addition to any other remedies of the Association.

7. Traffic Regulations. Vehicles using the driveway and parking areas may not exceed five miles per hour. Headlights must be on while using these areas after sunset.

8. Signs. Except signs approved by the Managers or the Board, no sign, advertisement or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner or other person on any part of the outside or inside of the demised premises of the buildings, nor shall any advertisement, announcements, solicitation of any kind be distributed or passed out in any part of the demised premises, without prior written consent of the Managers or the Board.

9. Exteriors, Windows, Balconies and Patios.

9.1. All exterior fixtures must be approved by the NCA Architectural Review Committee (ARC). No awnings, enclosures, screens, or other projections shall be attached to an exterior wall or balcony by a Unit Owner or Occupant without the specific approval of the ARC.

9.2. Unit Owners or Occupants shall not paint, remodel, repair, alter or modify in any manner the exterior of the Buildings, including the balconies, balcony doors and windows without prior approval from the ARC

- 9.3. All repairs, repainting, or other work (except for cleaning and general maintenance) shall be performed by the Association.
- 9.4. Any damage caused by the conduct of a Unit Owner or Occupant shall be specifically assessed to the Unit Owner as provided in the governing documents.
- 9.5. All workers employed by a Unit Owner for any type of work must be approved by the ARC and must meet the Association's minimum insurance requirements. The Northwoods Board of Directors and Managers retain the right to prevent any contractor from working on Northwoods property.
- 9.6. Unless otherwise approved in writing by the ARC, all windows which are part of a unit shall have window treatments and any portion thereof visible from outside the unit shall be white or off-white in color.
- 9.7. All building entrance and exit doors are to remain closed at all times. Unit Owners are to in no way prevent them from closing securely or block them open for ventilation or any other reason.
- 9.8. Balconies, patios, terraces, exterior portions of the buildings, 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.
- 9.9. Snow removal on private balconies and egress stairs is the owners responsibility and will be removed by the assoc. at the owners cost.
- 9.10. Cooking by any means is strictly prohibited in any of the Common Areas. The only exception to this rule would be an approved cookout by the Board for an Association function.
- 9.11. Unit Owners and Occupants may use ONLY gas or propane grills on balconies or within 40 feet of the NCA buildings. Use of these items will be at Unit Owner's own risk.
- 9.12. Patios and all of the external areas surrounding the buildings within the Northwoods community must have a pleasant and attractive appearance at all times. Do not disturb plants and topsoil surrounding patio areas. All exterior landscape alteration or maintenance is to be performed by, or under the guidance of the Association's Managers or landscape architect.
- 9.13. For appearance and to prevent wind damaging to property owned by others, all furniture and movable objects must be removed from balconies, patios, and terraces when the Unit Owner is not in residence. Prior to the onset of winter, Unit Owners must store patio furniture in their units or in some other location as directed by the NCA Managers. Unit Owners must keep patio furniture in a well maintained condition and replace or refurbish all items of patio furniture every five years.

- 9.14. The sidewalks, driveways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

10. Refuse.

- 10.1. Disposition of garbage and trash shall be only by the use of garbage disposal writs or by the use of sealable trash bags supplied by each Unit Owner and placed neatly in the Association's common trash dumpsters for pick-up by the garbage collection company. No garbage or trash shall be placed on the General Common Elements or Limited Common Elements outside of the unit, temporarily or otherwise, except as provided herein.
- 10.2. Personal hygiene items, diapers, baby wipes, etc., are to be put in trash receptacles and not flushed down the toilet.
- 10.3. Cardboard boxes should be broken down and left by garage trash containers for recycling.

11. Keys and Locks.

- 11.1. The Association may retain a pass key to each unit.
- 11.2. No Unit Owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Board. In the event such consent is given, the Unit Owner shall provide the Association with an additional key. Failure to comply could result in forced entry by the Association's Board or the Association's Managers and will also result in the removal or re-keying of the lock at the Unit Owner's expense.
- 11.3. Each Unit Owner hereby specifically authorizes the Association's Managers or Board to remove or re-key any lock installed in contravention of this provision at the Unit Owner's expense, and in addition to assess a penalty against the Unit Owner of \$100 per month for each month that the Unit Owner refuses to comply.
- 11.4. The Association's Managers will not issue keys to rental guests. Rental guests must contact their Rental Agent for keys. If rental guests lock themselves out they must contact the Rental Agent via the Sentex box at the Building door. The Association's Managers will NOT issue keys to units unless specifically instructed to do so by the owner, preferably in writing.
- 11.5. The Association's Managers will not provide keys or show units for real estate agents.

12. Security Doors/Gates/Lockouts: Do NOT prop outside doors open. For security purposes, all outside doors and gates are to remain closed.

13. Association Employees. The Board and the Association's Managers are the only persons authorized to give orders or directions to the employees of the Association.

14. Prohibition of Damage, Nuisance and Noise.

- 14.1. Without the prior written consent of the Board, nothing shall be done or kept on the property which would increase the rate of insurance on the Association or any unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.
- 14.2. All non-emergency repair and maintenance work such as carpet cleaning, window cleaning, etc., that will cause any type of interruption including noise or dust and debris disturbances, should be scheduled only during the construction period outlined in the ARC Guidelines.
- 14.3. 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 Northwoods community.
- 14.4. Noxious, destructive or offensive activity shall not be carried on upon the NCA property.
- 14.5. Each Unit Owner and Occupant shall refrain from any act or use of a unit which could reasonably cause embarrassment, discomfort, nuisance or annoyance to other Unit Owners or Occupants. No Unit Owner or Occupant may use or allow the use of the unit or any portion of Association property at any time, in any way or for any purpose which may endanger the health or unreasonably annoy or disturb other Unit Owners or Occupants at Northwoods, or in such a way as to constitute, in the sole opinion of the Board, a nuisance. Nothing herein, however, shall be construed to affect the rights of an aggrieved Unit Owner to proceed individually for relief from interference with his or her property or personal rights.
- 14.6. Notwithstanding anything to the contrary herein, no Unit Owner or Occupant of a unit may use or allow the use of the unit, the Common Elements or the Limited Common Elements in any manner which creates noises between the hours of 10:00 p.m. and 9:00 a.m. that will, in the sole discretion of the Board or the Managers, unreasonably interfere with the rights, comfort or convenience of the other Unit Owners or Occupants.
- 14.7. No Unit Owner shall do any work which, in the opinion of the ARC, would jeopardize the soundness or safety of the property, or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without its prior written consent. No damage to, or waste of, the Common Elements, or any part thereof, or of the exterior of any building constructed upon any unit shall be permitted by any Unit Owner or Occupant. Each Unit Owner and Occupant shall indemnify and hold the Association and the other Unit Owners harmless against all loss to the Association or other Unit Owners resulting from any such damage or waste caused by such Unit Owner or Occupant.
- 14.8. The NCA Managers may call local authorities if they deem it is necessary to help minimize a disturbance of any kind.

15. Antennas. No radio, satellite dish, cable television or television installation requiring additional wiring or antennas shall be made without the prior written consent of the Board or the Managers. Any antenna or other wiring erected on the roof, balconies, or exterior walls of the building without the prior written consent of the Board or Managers is subject to being removed without notice or compensation.

16. Pets of Unit Owners.

- 16.1. No Unit Owner or Occupant may keep any pets other than generally recognized household pets on any portion of the property or within the Northwoods community, and no Unit Owner or Occupant may keep more than two (2) generally recognized household pets per unit.
- 16.2. No Unit Owner or Occupant may keep, breed or maintain any pet for any commercial purpose.
- 16.3. Rental guests are not allowed to bring pets of any kind to Northwoods including “visiting pets.”
- 16.4. Unit Owners who bring their pets to Northwoods must keep the animal under leash or control at all times.
- 16.5. Unit Owners are responsible for keeping the grounds clean. Owners of pets must pick up the waste created by their pets immediately. Unit Owners are responsible for preventing pets from urinating on any landscaping, buildings, or property owned by others.
- 16.6. Damage by pets to landscaping will be charged to the Unit Owner responsible. Pets may not be left unattended outdoors or kept outdoors in fenced areas.
- 16.7. Pets are not allowed in the pool area.
- 16.8. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including the Limited Common Elements without the prior written approval of the ARC.
- 16.9. Pets are not permitted to run free on the Common Elements or Limited Common Elements at any time. Pets should be on leashes at all times when outside of a unit. All pets must be kept off the non-paved areas at all times.
- 16.10. Any breed of dog or other type of animal determined in the sole discretion of the Board to be dangerous may be prohibited from being brought onto or kept on the Northwoods property at any time by any Unit Owner or Occupant. Any pet which endangers the health of any Unit Owner or Occupant, or which creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Board, must be permanently removed from the Northwoods property upon 24 hours notice by the Association's Managers or Board. If the Unit Owner or Occupant fails to comply with such notice, the Board may direct the Managers to arrange for removal of the pet. Any pet which, in the sole discretion of the Board, presents an immediate danger to the

health, safety or property of any member of the community may be removed by the Board without prior notice to the pet's owner. Any pet removal expense incurred by the Association will be billed to the Unit Owner.

17. Common Areas: Hallways, Stairways, Elevators, Laundry Rooms, Pool Patio, Garages.

- 17.1. Common Elements are to be treated with care by all Owners, Occupants and guests. Any abuse, damage or annoyances created by these people are the responsibility of the Unit Owner.
- 17.2. Per Eagle County Ordinance, no smoking is permitted in the indoor common areas, including but not limited to, the halls, stairways, elevators, garages, hot tub, dressing rooms, gym and the DIE Connect, or within 25 ft of Building entrances and exits
- 17.3. Only furniture belonging to the Association may be used in any part of the General Common Elements.
- 17.4. No part of the Common Elements may be used for storage, vehicle repair, construction or any other purpose unless specific written permission for such use is given by the Board or the Association's Managers. No personal property of any kind is to be left in the common area hallways, stairwells, or anywhere outside your entrance doors, including but not limited to, trash, ski and snowboard equipment, bikes, luggage, and laundry bags. Personal property left in common areas will be removed and discarded.
- 17.5. Use of radios, stereos, speakers or any other apparatus is not permitted in any Common Element area without the prior approval of the Board.
- 17.6. Playing and riding bikes in parking garages or driveways is not permitted. Playing and/or running in the building hallways, stairways, and elevators is not permitted.

18. Pool, Spa, Exercise Room, and Patio Areas. The Association is mindful that there are risks associated with the use of the hot tub and spa areas, particularly by children. In order to mitigate these risks and to also provide adequate protection to Unit Owners and Occupants, the Board has adopted various rules that specifically deal with the care and use of the hot tub and patio facilities in these interior and exterior areas. All Unit Owners and Occupants must abide by these rules when using the hot tub and patio facilities or entering this particular area.

- 18.1. NCA amenities, including the pool, spa and gym, are strictly limited to guests in-residence. No outside visitors are permitted.
- 18.2. The pool, hot tub, saunas & exercise room may be opened or closed at the discretion of the NCA Managers.
- 18.3. The hot tub area is normally available from 9.00 am to 10.00 pm. The outdoor pool is normally available in the summer from 9.00 am to 10.00 pm and for specific dates in the in the winter from 3.00 pm to 9.00 pm, on request. Hours of operation may be modified by the Managers.

- 18.4. Entry to the hot tub area outside of regular operating hours may result in ejection and fines to the unit owner at the discretion of the manager. Noncompliance with a managers request to leave may result in Vail Police department interaction.
- 18.5. Do not enter pool or hot tub if insulation cover is on. Call the NCA Managers for assistance. In the winter, the pool is only uncovered and opened upon advance request and only during certain dates during the season. Call the NCA Managers to make arrangements prior to 6:00 PM.
- 18.6. There is no lifeguard on duty, swim at your own risk. DO NOT swim under the pool cover. Prolonged use of the hot tub may be injurious to your health. Ask your physician about this if you have any health concerns.
- 18.7. Children under the age of 14 are not permitted in the pool, hot tub and patio areas unless supervised by a competent adult (at least 18 years of age) at all times. No Exceptions.
- 18.8. Children under the age of 5 are not allowed in the hot tub under any circumstances. This includes children placing their feet in the water.
- 18.9. Children under the age of 16 are not permitted in the exercise room unless supervised by a competent adult (at least 18 years of age) at all times. No Exceptions.
- 18.10. Proper swim wear must be worn by all persons. Children not toilet trained must wear a swim diaper in the pool at all times. Cutoffs, diapers and street clothes are not allowed. Persons going to and from the hot tub and patio areas must, at a minimum, wear a robe and footwear.
- 18.11. You must bring your own towels to the pool, spa, and hot tub and return them to your unit. Towels are not provided.
- 18.12. No swimming, splashing, or submerging under water in the hot tub.
- 18.13. To ensure everyone's safety and enjoyment, there shall be no horseplay, running, splashing, spitting, water spouting or yelling in the pool, hot tub and patio areas. Scuba or snorkeling gear and large inflatable toys are not permitted in the hot tub.
- 18.14. The Eagle County Department of Health requires that all persons take a thorough soap shower and rinse before entering or re-entering the hot tub. No soap or shampoo will be allowed in the pool or hot tub. Suntan oil must be washed off before entry or re-entry into the hot tub. Accumulation of suntan oils results in expensive repairs to the filtration equipment. It also creates an unsightly appearance and could cause infections. Once the hot tub is contaminated, cleaning and refilling can take the tub out of use for several days.
- 18.15. Users wearing adhesive bandages or those with skin infections, open wounds, or any communicable disease may not use the hot tub.

- 18.16. Smoking is not permitted in the pool, hot tub and patio areas.
- 18.17. Glass containers are not permitted in the hot tub or patio areas.
- 18.18. Pets are not allowed in the hot tub and patio areas.
- 18.19. Do not tamper with the hot tub and patio equipment. Report any malfunction to the NCA staff.
- 18.20. Please leave the hot tub and patio areas clean and acceptable for others to use.
- 18.21. The hot tub is to be used for relaxation and therapy. Please be respectful of everyone using the hot tub.
- 18.22. No more than 6 people in each hot tub at a time. Please be courteous if people are waiting.
- 18.23. Rental guests are allowed to use the hot tub, but they will not be allowed to bring guests who are not in residence at NCA.
- 18.24. NCA is not responsible for lost or stolen items. Items left in and around the hot tub and patio areas for longer than 48 hours will be discarded.
- 18.25. Bicycling, roller-skating or skateboarding is not allowed in the hot tub or patio areas.

19. **Abandoned Personal Property.** Personal property, other than a properly parked vehicle in accordance with these rules, is prohibited from being stored, kept, or allowed to remain for a period of more than twenty-four (24) hours upon any portion of the Common Elements other than on a Limited Common Element without the prior written permission of the Board or the Association's Managers.

If the Board or its designate, in its sole discretion, determines that property is kept, stored, or allowed to remain on the Common Elements in violation of this subparagraph, then the Board may remove and either discard or store the personal property in a location which the Board may determine.

Prior to taking any such action, the Association's Managers shall place a notice on the personal property and/or on the front door of the unit of the owner of such property, if known, specifying the nature of the violation and stating that after 24 hours the property may be removed and either discarded or stored. The notice shall include the name and telephone number of the person or entity which will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

If after 24 hours such notice is placed on the personal property and/or the front door of the unit, the violation continues or thereafter occurs again within six (6) months of such notice, the personal property may be removed in accordance with the original notice, without further notice to the owner or user of the personal property.

Notwithstanding anything to the contrary, the Board, in its discretion, may determine that an emergency situation exists, and the personal property abandoned or stored in violation of this subparagraph may, without prior notice to the owner or user of the personal property, be removed and either discarded or stored by the Board in a location which the Board may determine.

If personal property is removed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage resulting from the removal activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to remove abandoned or improperly stored personal property, as set forth herein.

20. **Unightly or Unkempt Conditions.** The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Northwoods property. Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the unit.

21. **Deliveries.** Unit Owners and Occupants shall be responsible to arrange to have all furniture and other deliveries delivered directly to a unit's door. Some companies will only deliver to the building entrance. This should be checked prior to ordering as employees of the Association are not be used for deliveries. Unit Owners must arrange for all deliveries to be made in a manner that will least disrupt the normal use and privileges of other Unit Owners. Any damage or necessity for cleanup caused by any workman engaged by a Unit Owner or Occupant shall be the responsibility of said Unit Owner. Unit Owners may collect mail from their mailbox in the hall next to the office when they are in residence. Rental guests may pick up mail/packages at the Office. An outgoing mail box is located in hall next to office.

22. **Parking.**

22.1. Garage parking spaces are for the exclusive use of Unit Owners. Parking is strictly limited to parking in the space(s) assigned to each specific unit. Only "in house" residents can park or allow vehicles to park on the NCA property including owned/assigned parking spaces. If someone is parked in your space, contact the Association's Managers to remedy; do not simply park in any available space.

22.2. Unit Owner guests shall park only in areas designed for guest or public parking. Cars parked in "Visitor" parking spaces must have an NCA parking sticker or note on the dash with the name and unit number of the Unit Owner they are visiting. In garage "Visitor" parking is limited to 3 hours.

22.3. No vehicles may be parked overnight on the Common Elements, except in designated parking spaces, without the prior written consent of the Managers or Board. Rental guests may park only in the reserved space for the rented unit; parking permit on dash.

22.4. Please respect "Loading Zone Only" and "No Parking" areas. No parking is allowed in front of Building A along the drive or next to the office, this is a FIRE LANE.

- 22.5. All grocery carts, luggage carts or other similar items are to be returned to the appropriate area in the parking garages immediately after use.
- 22.6. Vehicles must be removed from the exterior common area parking daily during snow seasons for plowing operations.
- 22.7. If a vehicle is parked in a fire lane, is blocking snow removal, is blocking another vehicle or access to another Unit Owner's or Occupant's parking space, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow. The Association has authorization to boot vehicles. NCA imposes a cash only boot removal fee in the amount of \$100.00.
- 22.8. Disabled and stored vehicles are prohibited from being parked on NCA property. Boats, boat trailers, trucks with a load capacity of one (1) ton or more, recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked on the Condominium, except in areas designated by the Board, if any, as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Elements during normal business hours for the purpose of serving any Unit or the Common Elements; provided, that no such vehicle shall be authorized to remain on the Common Elements overnight or for any purpose, without the written consent of the Association's Managers or Board. For purposes of this subparagraph, a vehicle shall be considered "disabled" if it does not have a current license tag or is inoperable. A vehicle shall be considered "stored" if it remains on the Condominium for seven (7) consecutive days or longer without the prior written permission of the Association's Managers or Board. If any vehicle is parked on any portion of NCA property in violation of this subparagraph (h) or in violation of the these rules, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. The notice shall include the name and telephone number of the person or entity which will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Unit Owner or user of the vehicle.
- 22.9. No motorcycle shall be driven or parked on the premises of the Association by any Unit Owner, Occupant or guest, except for parking same on those areas designated for normal vehicle parking purposes. No motorized vehicles of any kind are permitted to use the General Common Elements and Areas for recreation or practice purposes.

22.10. Parking violations result in fines and/or Town of Vail ticketing and towing. All unauthorized vehicles will be booted or towed at Unit Owner's expense.

23. **Restricted Area.** It is not permissible to use any of the landscaped areas within the property boundaries of the NCA property for recreational purposes or to place thereon furniture of any type (chairs, chaise lounges, etc.) sporting equipment or recreational equipment of any kind without the prior written approval of the Board.

24. **Individual Unit Floor Coverings.** Hard flooring of any kind, including but not limited to, wood, parquet, tile, stone, etc., is limited to those areas as installed by the Declarant without prior written approval of the ARC, and where permitted, must be installed over the best available sound underlayment available.

25. **Rental Policy.**

25.1. Units may be leased only in their entirety. All long term leases shall be in writing. The Board may require prior approval of the terms of the long term lease as a condition of it becoming effective. There shall be no subleasing of units or assignment of any lease without the prior written approval of the Board. All long term leases must be for an initial term of not less than 180 days. All short term leases must be for a term of at least 3 days.

25.2. Unit Owners, or the Unit Owner's rental agent, shall provide the Association with a copy of each long term lease agreement along with the name and current contact information for the tenant.

25.3. Unit Owner or the Unit Owner's rental agent must deliver to all rental tenants a copy of the NCA governing documents, including, without limitation, these rules and the NCA Unit Rental Policy Statements in effect at the time of the rental. Tenants shall strictly comply with the provisions of all NCA governing documents and these rules. Failure of any tenant to comply with any of the Association's governing documents or these rules shall be grounds for eviction.

25.4. All tenants long or short term must sign and return all waivers via email or fax to the association office prior to entry onto Northwoods property.

25.5. Unit Owners proposing to lease their Units, or the lessee of a Unit, may be required to deposit with the Association a lease deposit in an amount determined by resolution of the Board and which may be graduated in rate based on the length of the lease, type of occupancy, or other facts deemed appropriate in the sole discretion of the Board. The lease deposit may be used to secure and constitute liquidated damages if any occupant violates the NCA governing documents or these rules, or damages the Association's General Common Elements, after notice of the levy of fine and an opportunity for hearing. In the event the requirements of these rules are complied with and no damage is incurred, the deposit shall be returned in full. Such actions may be taken in addition to and not in lieu of any other enforcement remedies available to the Association as set forth in the NCA governing documents.

25.6. Unit Owners must comply with the NCA Facilities Usage Fee policy. An annual facilities usage charge will be imposed on Unit Owners who rent their units on a short term basis. This annual fee is imposed at the rate of \$1,000 for two bedroom units, \$1,500 for three bedroom units and \$2,000 for four bedroom units. The fees are subject to an annual increase of 2 percent. This fee is billed in advance on a quarterly basis. The NCA managers are not permitted to waive the payment of this fee except as noted in Section 25.7 below. The Unit Owners of every unit that is rented on a short term basis during any portion of the association's fiscal year will be obligated for the payment of this fee. There is no limit or threshold for the number of rental nights. Any short term rental activity for a unit will cause the fee to be imposed regardless of whether the rentals are handled by a rental agent or by Unit Owners. A short term rental is defined for purposes of this rule as any rental arrangement for a unit that is of duration from one night to ninety nights.

25.7. It is the policy of NCA to waive the facilities usage fee in any situation involving the rental of a unit to one or more existing NCA Unit Owners. The NCA managers will have sole discretion to manage and implement this policy and to assure that the policy is not abused.

26. **Number of Inhabitants:** Guests are required to register the number of guests along with the names of every guest in occupancy at Northwoods with their rental agent. The number of occupants is strictly limited to the registered number.

27. **On-Site Manager:** The Association's Managers are employed by the Association to maintain the Northwoods common areas and have no responsibility for individual units. Please do not contact the on-site managers after normal business hours unless it is an emergency. Rental guests are advised to direct all questions and inquiries to their rental agent.

28. **Unit Maintenance and Repair.** Every Unit Owner shall perform or cause to be performed at his own expense all maintenance and repair work within his own unit necessary to maintain the unit in a good and habitable state of repair. All repairs of internal installations in a unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, electrical fixtures and all other accessories, equipment and fixtures belonging to an apartment unit shall be at the Unit Owner's expense, and must be performed by qualified personnel. Each Unit Owner shall reimburse the Association promptly upon receipt of its statement for any expenditure incurred by it in repairing or replacing any general or limited common element damaged by the negligence or unintentional acts of such Unit Owner or his Occupants or guests.

29. **Violations of Rules and Regulations; Fines:** Fines for violations of these rules will be charged to the Unit Owner of the unit occupied by the party causing the damage. Unit Owner may incur fines for violations as follows: 1st offense \$100; 2nd offense \$500; 3rd offense \$1,000. If you see a violation or if your privacy is being violated by inappropriate behavior of another guest, please notify the Association's Managers.

Defined terms not specifically defined in these rules shall have the meaning attached to such terms in the Condominium Declaration and other Association governing documents.

These Rules and Regulations have been unanimously approved by the Board this ____ day of _____, 2013.

Pending final Board approval.