

SANDSTONE 70 CONDOMINIUM ASSOCIATION, INC.

AMENDED AND RESTATED RULES AND REGULATIONS

WHEREAS, Sandstone 70 Condominium Association, Inc. (“Association”) hereby adopts these Amended and Restated Rules and Regulations (“Rules”) to replace 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 and effective from these Rules.

NOW, THEREFORE, all requirements of the Association’s Governing Documents in relation to adoption of these Amended and Restated Rules and Regulations having been met, the Sandstone 70 Condominium Association, Inc.’s Board of Directors hereby adopts the following Amended and Restated Rules and Regulations (“Rules”) effective as of October 10, 2014.

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IDENTIFICATION OF KEY ISSUES

- **All Violations of these Rules shall be subject to fines pursuant to the Association's Enforcement policy;**
- **No Storage in Common Elements, or Obstruction of Access Ways including crawl spaces, stairways, landings, under decks, any yard areas and any parking areas . See Sections 1.5 and 2.2 for details.**
- **Use of Decks – See Section 2.7 for detail.**
- **Noise limitations – See Section 3.0 for detail.**
- **Owner must provide key to Management – See Section 5.0 for detail.**
- **Association can enter a Unit and make repairs if necessary to protect other Units and the Common Elements – See Section 5.3 for detail.**
- **You must register your vehicle - See Section 4.2 for detail.**
- **Cars need to be moved for snow removal – See Section 4.3 for detail.**
- **Owners are required to make sure all guests and renters know about Rules – See Section 7.0 for detail.**
- **No smoking in Common Elements – see Section 8.0 for detail.**
- **Pets and Dog Assessment – See Section 9 and in particular Section 9.12.**
- **There are no allowed exterior changes. Interior changes are addressed in Section 10.1.**

Article I. USE RESTRICTIONS

1.0 Declaration – Article 2.4 of the Declaration addresses Restrictions related to the Project and the Units. Said Restrictions and violation of the same shall be enforced pursuant to the Association's Declaration, Bylaws and Enforcement Policy.

1.1 Cooking. Cooking by any means is strictly prohibited at the Project except within a Unit and on a Unit's own balcony/patio/deck (at the occupant's sole risk) via a gas grill only. **Charcoal grills are strictly prohibited.** Cooking shall only be

allowed on the balcony/patio/deck of a Unit via a properly maintained and functioning gas grill.

1.2 Sidewalks. The Project's 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 in parking areas per the Governing Documents.

1.3 Exterior Protrusion. A Unit shall not have items protruding from the exterior of the Unit (e.g. air conditioner, clothesline, wiring, etc.).

1.4 Residential Use Only. All Units shall be used and occupied solely for residential purposes and such other purposes as are incidental to residential use and occupancy. No Unit shall be used at any time for any business or commercial activity, except as follows: (i) the Owner thereof may lease or rent such Unit for private residential or living purposes; and (ii) the Association shall have the right, but not the obligation, to purchase, own, or lease any Unit for a manager's residence or office, or building superintendent or engineer, and the Association may also maintain offices within the Common Elements. Home offices that do not create foot traffic or impact parking are permissible. The Association at any time can require that a home office be closed if the Association, in its sole discretion, determines that the home office is creating a nuisance, adversely impacting the Association and the Owners or adversely impacting in any manner the Association and its Owners. No Unit will be occupied by more than: (i) Two (2) Unrelated Persons per one bedroom Unit; (ii) Four (4) Unrelated Persons per two bedroom Unit; and (iii) Six (6) Unrelated Persons per three bedroom Unit. For purposes of this Section 1.4 Unrelated Persons shall mean persons not related by being a spouse by marriage, a child or parent of the tenant or Owner.

1.5 Obstruction of Access Ways. There shall be no obstruction of access to the Common Elements or public accessed portions of Buildings including Limited Common Elements. 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. Personal items (e.g. skis, bicycles, shopping carts, etc.) shall not be left in said areas.

1.6 Antennas & Dishes. No radio, music, or television aerial or antenna, speaker, or satellite dish shall be attached to or hung from the exterior of a Unit, on the exterior of a Building, or any Common Element or allowed to protrude over any deck, patio or balcony, without the prior written consent of the Board of Directors. An application to install such a device can be obtained from the Managing Agent pursuant to the design review guidelines herein and in the Declaration Article 5. Any approved Antenna or Dish shall be removed by the Owner upon the same no longer functioning or the sale of the Unit.

1.7 No Businesses. No Owner shall carry on any business or trade, regardless of whether it is for commercial, religious, educational, for profit, not for profit, or otherwise, from, in, or on its Unit, or allow any other person to do so. The Units are solely for residential use, not for other types of undertakings. This prohibition, however, shall not prohibit persons from making or receiving business telephone calls in their Unit.

1.8 Association's Agents. No Owner or Guest is authorized nor will seek to direct, order, or supervise in any manner any employee or agent of the Association.

1.9 No Exterior Signs. No exterior sign, marking, notice, or advertisement shall be placed on the exterior of a Unit or Building without the prior written approval of the Board of Directors.

Article II. **COMMON AND LIMITED COMMON ELEMENTS**

2.0 General. Common Elements and Buildings are to be treated with care by all Owners, Guests, and any other person at the Project. Any abuse, damage or annoyances created by an Owner or an Owner's Guest shall be the responsibility of that Owner.

2.1 Furniture. Only furniture belonging to the Association may be used in any part of the Common Elements at the Project or public spaces in a Building.

2.2 No Storage. No part of the Common Elements or Buildings (other than the Owner's own Unit) may be used for storage, vehicle repair, construction, or any other purpose unless the Board of Directors or the Managing Agent gives specific prior written permission for such use. The Association assumes no liability and shall not be liable for any loss or damage to articles stored in Common Area or a Building regardless of whether prior written permission was or was not given.

2.3 Removal. If, in the judgment of the Managing Agent or the Board of Directors, any item must be removed from the Common Elements or a Building, the Owner or the Owner's Guest whose item it is or placed said item there shall immediately remove said item and the Owner shall be responsible for the cost of such removal and shall be subject to fines as a result.

2.4 Hazardous Material. The storage of flammable, dangerous or hazardous materials or an item that would result in cancellation or premium increase of any part of an Association insurance policy is not permitted on or in the Project. They must be immediately removed by the Owner who themselves or their Guest placed it there. The Association or Managing Agent may without prior notice immediately remove the offending item from the Project. The Owner assumes all liability for any damage caused, whether directly or indirectly, by such flammable, dangerous or hazardous material and the cost for the removal of the same.

2.5 Garbage. All Owners and Guest will only dispose of garbage in designated trash dumpsters. If the garbage is not normal day-to-day garbage (e.g. remodeling trash, hazardous materials, etc.) or large items, the Owner shall arrange and dispose separately with a trash company at Owner's sole expense. If the Association incurs any additional cost to dispose of a large item the cost shall be billed to the Owner who left the item at the dumpster or to be otherwise disposed of.

2.6 Fourplex Clothes Dryers. Fourplex clothes dryers shall be vented to the outside. If the vent is to go through an exterior wall, the Unit Owner must comply with the Declaration Article V and any other applicable portions of the Governing Documents.

2.7 Use of a Deck. Each Owner shall have the right to place upon the Deck of such Owner's Unit the following items: patio furniture, gas grills (charcoal grills are prohibited), plants and flower boxes as long as they comply with any Rules and Regulations promulgated by the Association, a small quantity of firewood, and any other item as the Board may approve upon request. Without the express prior written approval of the Association, which approval may be granted or withheld in the sole and absolute discretion of the Association, no Owner shall be entitled to: (a) install a hot tub on any portion of an Owner's Unit including the Deck of such Owner's Unit, which installation must also be approved by the Board in accordance with the provisions of Article 5 of the Declaration: Said hot tub shall not be replaced except upon express advance written consent of the Board of Directors; (b) use the Deck of such Owner's Unit for the purpose of drying or cleaning any items of personal property; (c) decorate, remodel or adorn such Deck; or (d) place upon such Deck any signs, pictures, plaques, billboards, banners, flags, towels, sheets, blankets, clothing or other items of personal property other than the permitted items described above unless as expressly authorized by the Act. Each Owner shall be responsible for keeping their Deck in a clean, safe and attractive condition.

Article III. **NUISANCES**

3.0 General. No Owner or Owner's Guest shall make or permit any disturbing noises or noxious and offensive odors by the Owner or Owner's Guest, nor do or permit anything themselves or by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners or their Guests. 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 between 9:00 p.m. and 8:00 a.m. An Owner between 8:00 a.m. and 9:00 pm shall reasonably limit the noise heard outside their Unit to a reasonable and respectful manner and level so as to not interfere with or annoy other Unit Owners or their Guests.

3.1 Light from Unit. No lights shall be emitted from any Unit which are unreasonably bright or cause unreasonable glare, or are unreasonably annoying to another Unit due to blinking, color, or direction or intensity of the light except as allowed by the Holiday Outdoor Lighting and Decoration portion of these Rules (see Article VI).

Article IV. **VEHICLES AND PARKING**

4.0 No heavy duty commercial trucks, trailers, construction equipment, snowmobiles, dirt or trail motorcycles without a legal street license plate, or any other motorized vehicle or recreational vehicle, other than a street licensed automobile or licensed street legal motorcycle, may be parked or driven upon the Common Elements.

This includes, but is not limited to, mini bikes, go-carts, snowmobiles, golf carts, and remote controlled motorized vehicles or devices that move. Bicycles must be walked, not ridden, on Common Elements or in Buildings, and are not allowed in landscaped areas.

4.1 Vehicles using the driveway and parking areas must proceed safely and may not exceed 10 mph. All vehicles including motorcycles must park in appropriately designated parking spaces 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. Idling of vehicles including motorcycles is prohibited to reduce noise.,

4.2 Each Unit has one designated reserved parking space. To the extent a vehicle of another is parked without permission in the Owner's designated reserved parking space, the Owner of the reserved space is entitled to have the offending vehicle ticketed or towed by a governmental or quasi governmental agency and in such event will notify Management of the same. The Project has parking spaces marked for "guests" which are available to an Owner or Guest on a first come basis. An Owner or their Guest is allowed to use only one (1) designated reserved parking space and one (1) "guest" designated parking space at the same time. An Owner or their Guest who is staying at Sandstone 70 for more than twenty four (24) hours must register their vehicle with the Managing Agent. The Association or Managing Agent may issue resident parking permits, and if so, the Owner or Guest residing long term at the Unit must use and display said parking permit in a readily visible location on their vehicle. The Association may also issue dated guest parking permits to an Owner for temporary Guests and if so, the Guest must use and display said parking permit in a readily visible location on their vehicle.

4.3 All vehicles must be moved from the parking spaces/area every Forty Eight (48) hours during times of snowfall to allow for plowing. If a vehicle is not so moved, the Association may tow or remove the vehicle by any reasonable means without prior notice. In such event, the Association is not liable for any damage to the vehicle and the Owner who owns the vehicle or whose Guest owns the vehicle, as well as the vehicle's owner, shall be liable for the cost of moving the vehicle.

4.4 Inoperable vehicles shall not be parked in the parking area. If a vehicle remains unmoved for eight (8) consecutive days or is inoperable or appears to be abandoned, said vehicle can be towed or removed by the Association or Managing Agent without prior notice. In such event, neither the Association or Managing Agent are 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's owner, shall be liable for the cost of moving the vehicle.

4.5 No vehicle may be repaired, oil changed, serviced, rebuilt, dismantled, painted, or otherwise worked upon at the Project. Emergency actions such as jump starting or towing are exempted from the aforementioned prohibition.

Article V.

UNIT INSPECTION

5.0 Key to Unit. Each Owner, within thirty (30) days of enactment of these Rules, must provide Managing Agent with a key to the Owner's Unit. In the event an 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.

5.1 Insurance Claims. Failure to comply with these Rules can also, at the sole discretion of the Board of Directors, negate any obligation for the Association to submit a damage claim to the Association's insurance carrier and said non-complying Owner shall be liable for all damage and repair costs to the Unit(s) and/or the Project.

5.2 Inspection of Unit. At the Association's sole discretion and in order to protect the Common Elements, Buildings, and other Units as well as to reduce exposure to insurance claims, the Association may enter a Unit if the Association or Managing Agent 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 or condition has or may occur within or related to the Unit that might place the Common Elements, Buildings, or other Units at risk and/or that could lead to an insurance claim or increase in insurance premium costs. If possible, the Association may 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, the Association, Managing agent, or their agent may immediately enter the Unit. Any costs related to gaining access to a Unit shall be the Owner's responsibility.

5.3 Damage Detected by Association. In the event damage within a Unit is detected by the Association or Managing Agent, the Association will endeavor to notify the Owner and take the steps the Association or Managing Agent deems reasonable at the time to protect the Common Elements, Buildings, other Units, people at the Project, and/or reduce an insurance damage claim. If the repair work needed within or related to a Unit is an Owner's obligation, as the same is defined in the Association's Governing Document ("Owner Obligation"), the Owner is solely and fully liable and responsible for any and all costs and expenses related to any work undertaken by the Association or Managing Agent to protect the Common Elements, Buildings, other Units, people at the Project and/or 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. Owner may contract separately with the Association's property management company to perform said work. The Association or Managing Agent may perform the work if an Owner fails to timely do the necessary repair work or the failure to timely perform the work might adversely affect the Common Elements, Buildings, other Units, people at the Project 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 or Managing Agent may, at its sole discretion, perform the work and charge all costs related thereto to the Owner.

5.4 Damage Detected by Owner. If an Owner detects damage within a Unit or from the Unit to a Common Element or a Building, the Owner will immediately notify the Association and the Managing Agent in writing, and will take all steps possible to immediately address the damage and cause thereof to insure that no further damage will occur. Upon such notice, the Association, Managing Agent, or their agent shall be entitled to enter the Unit to inspect and perform repair. If the repair work is not occurring in a manner that the Association or Managing Agent deems appropriate in order to timely protect the Common Element, Building, another Unit, people at the Project, or reduce insurance damage claim, the Association or Managing Agent may proceed as set forth in Section 5.3 above and perform the work at the Association's or Managing Agent's sole discretion with Owner responsible for all costs.

5.5 No Obligation to Inspect. The Association shall have no responsibility or liability to an Owner to detect damage or related issues within a Unit. If the Association or Managing Agent should inspect a Unit, the purpose of the inspections is solely to look for issues that may compromise the Common Elements, Buildings, 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 any Owner or third person against the Association.

5.6 No Obligation or Duty to Others. The Association's exercise of its rights hereunder shall not create any liability or duty owing by the Association to any Owner or third person, including any personal injury or property damage claims.

5.7 Expenses. Any and all expenses related to an Owner Obligation, including any insurance deductibles paid by the Association, shall be the responsibility of the Owner as defined further in the Declaration. Owners are encouraged to carry insurance on their Unit that covers such issues. The Association performs annual inspections of the chimneys with any necessary cleaning being billed to the Owner.

Article VI.

HOLIDAY OUTDOOR LIGHTING AND DECORATION

6.0 Time Frame. Decorative or holiday outdoor lighting and decoration shall be permitted from November 15th to March 15th of the subsequent year ("Holiday Outdoor Lighting Time Period"). The specific guidelines for installation of decorative or holiday outdoor lighting and decorations are as follows:

6.1 Location. String lights may decorate balconies, decks and interior of windows or doors. Decoration in any other exterior viewable location or surface with any type of decorative or holiday lights is prohibited.

6.2 Types of Lights. Chasing or blinking lights are strictly prohibited.

6.3 Types of Displays. Plastic statuary, inflatable lawn displays and other similar ornate displays containing manmade materials (e.g. plastic, etc) are not permitted. However, garlands and/or wreaths which simulate, in a lifelike manner, organic evergreen or deciduous tree boughs will be permitted; garland and wreaths made of organic materials are preferred and encouraged.

Article VII.
GUESTS, LESSEES AND OCCUPANTS OTHER THAN OWNERS

7.0 It is the responsibility of the Owner to be sure that the Owner's Guests, including renters, are made aware of all rules, regulations and policies of the Association. An Owner is solely and fully responsible for the conduct of any of their Guests.

7.1 Should an Owner permit occupancy of a Unit by a Guest or person other than the Owner, the Owner must immediately make the Managing Agent aware of such occupancy to protect the security of the Property. Each Owner shall notify the Managing Agent a minimum of 24 hours before the arrival of any such Guest, providing their full legal name, the length of stay, vehicle(s) license plate number(s), phone and cell number, mailing address, and the number of people that will be in the Unit.

7.2 An Owner shall have the right to lease their Unit specifically subject to the Association's Governing Documents. All tenancies or leases shall expressly state in writing that said tenancy or lease is subject to and must comply with all terms and conditions of the Association's Governing Documents. All tenancies or leases of thirty days or more, regardless if a month-to-month, at will, or for a longer period, shall be required to be in writing and the Owner of the Unit must file with the Association a copy of a written lease agreement which shall specifically state that the lease is subject to the terms and conditions of the Association's Governing Documents. In the event of a tenancy or lease, the Association shall be entitled, and Owner shall be deemed to have assigned all rights related thereto (but none of the obligations) 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, which would include the Association's Governing Documents. Any tenant or lessee of any Unit in the Project shall be subject to immediate forcible entry, detainer, and/or eviction proceedings for failure to comply with their lease terms and/or the Association's Governing Documents.

7.3 Overnight Guests in a Unit are limited to:

7.3.1. 2 people in a 1 bedroom Unit

7.3.2. 4 people in a 2 bedroom Unit

7.4 An Owner shall be liable for any violation of the Association's Governing Documents thereto committed by an Owner's Guest, or other person at the Unit, including any and all damages or fines that may be incurred as a result of the actions or inactions of said person. This section shall not prejudice an Owner's right to collect any sums paid by the Owner to the Association on behalf of or because of said person. All

costs incurred by the Association in connection with enforcement of this paragraph, including reasonable attorney fees and legal costs, shall be immediately reimbursed to the Association by the Owner of the Unit upon demand. All sums so charged shall be a lien upon the Owner's Unit until paid in full. The lien may be enforced in the same manner as a lien for an unpaid Assessment.

7.5 Any Unit that is rented or leased must have a carbon monoxide detector as required by Colorado law as well as smoke detectors.

Article VIII.
SMOKING RESTRICTIONS

8.0 It is not permissible to smoke, inhale, exhale, burn or carry any lighted cigar, cigarette, pipe or other lighted plant or combustible upon the Common Elements, entry areas, stairs or landings. Due consideration shall be made toward other Owners in terms of smoking so as to impact as little as possible non-smoking Owners and their Guests.

8.1 Should any Owner, Guest, 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 and/or as set forth in the Enforcement Policy.

Article IX.
PETS

9.0 Restricted Access for Pets.

9.01 Licensed Pets. A pet is an animal other than a person. No pet which is not licensed, if so required by State, County, or local municipality law or regulations, shall be permitted to enter into the Project.

9.02 Two Pet Maximum. Owners, Guests and Tenants at the Project shall be allowed to harbor a pet at the Project and are limited to two (2) pets total on the Project at the same time. Said Pets are limited to dogs, cats, or caged animals. All such Pets must be first registered with the Managing Agent prior to entering the Project.

9.1 Annual Licensing and Vaccination Required.

9.1.1 Governmental License. It shall be the duty of a pet's owner to annually obtain a governmental issued license for said pet (if applicable to said pet) and to have the pet annually vaccinated or inoculated (if applicable) against rabies or any other disease or affliction applicable to the pet. Said owner must provide to the

Managing Agent a copy of the governmental license (if applicable) and proof of applicable vaccination or inoculation upon request. Eagle County of Colorado currently requires any dog kept in the Eagle County more than two (2) weeks to have an Eagle County issued dog license.

9.1.2 Displayed License. Any pet that has a governmental issued license must display said license on or next to them at all times.

9.2 Association Issued Pet License. The Association may issue a pet license for a pet at the Project, the terms and conditions of such may be set from time to time by the Association or its Managing Agent

9.3 Control

9.3.1 Pet Under Control. It shall be the duty of any owner or person with the pet to keep such pet under control at all times and to prevent the pet from running at large, becoming a danger or nuisance to persons, property, or other pets, or trespassing on the property of another.

9.3.2 Pet Not Under Control. A pet shall be deemed not under control when:

9.3.2.1 Running at Large. The pet is running at large. Running at large shall mean a pet that is anywhere on the Project, other than in the Owner's Unit, when not under the direct control of the pet's owner or responsible person expressly authorized by said owner.

9.3.2.2 Injury. Said pet inflicts injury or damage any person, a person's property, a pet, or property of the Association.

9.3.2.3 In Heat. A female pet, during its period of estrus, is not inside the Owner's Unit.

9.3.2.4 Aggressive Behavior. A pet within a Common Element or Building, regardless of whether under control or not, that is exhibiting viscous or aggressive behavior or creating a danger or nuisance to persons, other pets and/or property in the immediate vicinity.

9.4 Impounding of Pets

9.4.1 Eagle County animal control, the Town of Vail animal control, the Association or Managing Agent or designated agent thereof may apprehend and/or impound any pet not properly on the Project or deemed not under control. The owner of the pet is solely responsible for all costs incurred by the Association or Managing Agent associated with apprehending or impounding the pet. The

Association is under no affirmative duty to locate and notify a pet owner that said pet has been apprehended or impounded.

9.4.2 The Association or Managing Agent may use reasonable efforts to contact the impounded pet's owner. If the pet's owner's identify or location is not readily known to the Association, the Association may at its sole discretion post notices relating to said pet in such form and at such places, times, and duration of its sole choosing. The owner of the impounded pet shall be solely responsible for all costs and charged assessed by the person or entity that apprehended or impounded the pet.

9.5 Vicious Animals to be Confined. A vicious dog will not be allowed outside its Owner's Unit, will be at all times kept inside the Unit, and will not allowed on any exterior exposed area of the Unit. 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.

9.6 Interference. No person shall interfere with, molest, hinder or obstruct the Association or the Managing Agent or a designated agent in discharging their duties or acting pursuant to these Rules in relation to a pet at the Project.

9.7 Threatening of Wildlife. No person shall permit and/or allow a pet to run after, pursue, bite, snap at, attack or otherwise threaten or harass wildlife and/or livestock. In the event that any pet is found doing so, said pet may be apprehended, impounded, evicted from or not allowed on the Project.

9.8 Liability for Accident or Subsequent Disease from Impoundment. Neither the Association or the Managing Agent or an agent thereto shall be liable or responsible for any act taken to enforce these Rules relating to a pet.

9.9 Disturbance. No pet owner will allow their pet to bark or howl so as to disturb the peace and quiet of others at the project.

9.10 Kennel Regulations. No breeding, kennel operation, or pet related business shall be permitted within the Project.

9.11 Waste Removal.

9.11.1 No owner shall allow a pet to dig or defecate on any Common Element or outside the Owner's Unit in a Building at the Project and if said occurs said owner will immediately clean up after the pet.

9.11.2 It is the responsibility of pet owners to immediately remove and properly dispose of any waste materials excreted by their pets at the Project.

9.12 – Dog Assessment. In order to defray the costs associated with dogs and waste product clean up from dogs at the Project an assessment is hereby levied. The amount charged for Pet Assessments may be changed from time to time as deemed appropriate by the Board of Directors. The following dog assessment is levied:

9.12.1 – Owners – Owners with a dog must pay a dog assessment of \$15.00 per month per dog. This includes Owners for whom the Project is not their primary residence but whom own a dog;

9.12.2 – Guests/Renters – Guests/Renters with a dog must pay a dog assessment of \$50.00 per month per dog. This fee shall be paid for each month that any dog will be at the Project 7 days or more out of any calendar month;

9.13 Violation of Pet Rules. For any violation of this Article, the Association may do any of the following: (1) bar the pet from the Project or restrict the pet to the Owner's Unit; (2) have the pet removed or impounded from the Project; (3) bar from the Project the Guest or person who owns or brought the pet onto the Project; (4) apply any other remedy the Association or the Managing Agent in their sole discretion deems appropriate; and/or (5) assess monetary fine against the Owner whose pet it is, fine the Unit Owner whose Guest is the pet's owner or brought the pet onto the Project, and/or fine the person who owns the pet or brought the pet onto the Project. The fines may be applied in an amount that the Association or Managing Agent, in their sole discretion, deems appropriate. If the violation is not of a substantial nature, the monetary fines may be assessed per the Association's Enforcement Policy.

Article X. **UNIT MODIFICATIONS**

10.0 Exterior Changes. Under no circumstances shall an Owner or a Guest make any exterior changes or modifications to a Unit, a Building, or a Common Element unless approved in advance expressly by the Board of Directors in writing ("Exterior Change"), and then only strictly to the extent and subject to the terms and condition of said written approval.

10.1 Interior Changes Construction Guidelines.

10.1.1 Design Approval. If an Owner or Guest desires to do construction inside or make a material interior structure change inside a Unit ("Interior Work"), said person must first submit a Request for Design Approval to the Association and obtain written approval from the Association before starting said Interior Work. The Request for Design Approval form may be obtained from the Managing Agent.

10.1.2 Contractors & Subcontractors. It is the Unit Owner's sole responsibility and liability to make all general contractors, subcontractors, suppliers, vendors, etc. providing services or goods related to the Interior Work

aware of and comply with all rules, regulations, guidelines and terms and conditions set forth by the Association or in its governing Documents, and further that said person or entity are licensed and insured, and fully comply with any governmental entities' rules or regulations, and that the Town of Vail Design Review Guidelines are fully met and complied with.

10.1.3 Approval & Permits. No Interior Work shall commence until express written approval has been received from the Board of Directors and all governmental and quasi-governmental permits or permissions have been issued.

10.1.4 Limitations & Guidelines. The Board of Director may set forth any requirements, limitations, guidelines, or other terms or conditions it deems in its sole discretion reasonable to or related to the Interior Work or protecting the Project or people at the Project.

10.1.5. Working Hours. Construction shall only occur at the times permitted by the Town of Vail.

10.1.6 Parking. Owner shall be required to establish reasonable parking, with prior written 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 Project or that would interfere with any other Owner or Guests' utilization of the roadways and easements or parking rights within the Project. Construction personnel may not store or leave their equipment, supplies, or vehicles overnight or after approved working hours upon Common Elements at the Project or outside the Unit being worked upon unless the Board grants prior consent.

10.1.7 Lavatory. Owner shall be required to provide lavatory facilities inside the Unit to the construction personnel or with the Board of Director's prior written approval establish temporary lavatory facilities in a manner and area approved by the Board of Directors.

10.1.8 Trash. Owner must obtain prior written approval from the Board of Directors to as to the location, size, and manner of any trash receptacles and/or facilities for or related to the Interior Work. The Board of Directors shall be entitled at its sole discretion to approve or deny any such request and/or subject it to such terms and conditions it deems reasonable. Owner is responsible to arrange for and cause all trash to be properly disposed of offsite from Project at Owner's sole cost. The Association's trash receptacles may not be used.

10.1.9 Safe & Clean Worksite. Owner shall be responsible for keeping the construction site in a clean and safe manner. In the event that the Board of Directors or Managing Agent deem that a construction site is not being kept in a clean and safe manner, the Board of Directors or Managing Agent may take

whatever steps in their sole discretion deem reasonable to remedy the perceived problem after giving the owner 48 hours prior verbal or written notice to address the issue. If the perceived problem is deemed a potential life safety or bodily injury threat, the Board of Directors or Managing Agent can act immediately without any prior notice to the Owner. The Board of Directors or Managing Agent may take such action they deem in their sole discretion is reasonable to address the perceived problem and the cost thereof shall be the sole financial obligation of the Owner, shall act the same as an assessment, and shall constitute a lien against such Owner's Unit.

10.1.10 Utility Lines. Owner shall be required to take all necessary action concerning staking or marking of utility lines that might be disturbed by or in the area of the work so as to ensure that there is no interference with any utilities at the Project.

10.1.11 Easements. Owner shall be required to ensure that no easements or utility lines are interfered with as a result of the Interior Work.

10.2 Return to Original Condition. At the completion of any Interior Work or Exterior Changes, Owner shall be required to return the Common Elements and Buildings to their proper condition prior to commencement of said undertaking. This expressly includes all lawn and landscaped areas. At no time will an Owner be entitled to disturb any Common Element, including but not limited to, landscaping or lawn area in a manner different from previously pre-approved in writing by the Board of Directors.

10.3 Comply with Codes & Laws. All construction, Interior Work, and/or Exterior Changes 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 Governing Documents shall be construed as a waiver of or modification of any such zoning, rules or guidelines, building codes or guidelines, the rules and regulations, or procedures of any governmental or quasi-governmental agency.

10.4 Start & Finish Information. Owner must insure that Owner's contractor(s) informs Managing Agent in writing of construction in advance of the start and completion dates. Owner must also provide to Managing Agent prior to work commencing 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 for the duration of the construction job.

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

10.6 Outside Storage. No materials or equipment of any type can be stored or left outside the Unit except with the prior express written consent of the Board of

Directors or Managing Agent, and only then in strict compliance with any terms or conditions of said consent. All work must be completed inside the Unit. Work stations are not allowed outside a Unit unless express prior written consent has been given by the Board of Directors.

10.7 Fire & Energy Systems. All fire system testing and inspections are to be scheduled through the Managing Agent. The Owner is solely responsible for taking the necessary steps and precautions to avoid false fire alarms. Any costs or expenses arising from a false fire alarm arising from or related to the Exterior Change or Interior Work shall be solely borne and paid by the Owner. Any work that may impact fire and or life safety systems at the Project must be coordinated through the Managing Agent. Costs incurred by the Association for false alarms caused by the Owner and Owner's contractor or subcontractors will be the responsibility of the Owner and immediately reimbursed to the Association by the Owner. Methods employed to avoid false alarms must not compromise life safety in the Project. Emergency systems and energy management systems shall not be disconnected under any circumstances without prior written approval from the Board of Directors or Managing Agent. Upon receiving any such approval, the work shall be scheduled through the Managing Agent 24 hours in advance. Work shall be performed expeditiously and said systems shall be immediately restored. Additionally, personnel or agencies who monitor any such emergency systems or energy management 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 sole expense.

10.8 Denial of Access. 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) or is deemed could potentially commit any action which could be considered detrimental or dangerous to the Project, the Association, and/or its Owners or Guests.

10.9 Prior Notice of Certain Work. Managing Agent shall be notified 24 hours in advance before any duct, sprinkler line, or 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 and such conditions or terms deemed reasonable by the Association or Managing Agent can be imposed. 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 any part of the Project or persons or pets at the Project.

10.10 Combustible & Toxic Material. 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, or toxic materials are to be stored at all times in industry or governmental approved containers which are to be supplied by the contractor. No gasoline-powered devices will be permitted within a Building. All equipment inside a

Building will be electrically powered. All hazardous or toxic materials must be removed by Owner according to EPA and OSHA guidelines upon completion of the work.

10.11 Hazardous Conditions. Owner shall immediately correct any hazardous conditions at the Unit or work site. If Owner fails to correct the hazardous condition, the Association or Managing Agent may take whatever actions in its sole discretion it deems reasonable and Owner must reimburse the Association any costs or expenses so incurred by the Association or its agents.

10.12 Comply with all Laws. All state, local and federal safety laws, rules, and regulations must be observed at all times by Owner and its contractors, subcontractors, suppliers and workers. Said persons shall cooperate in every detail with any and all other safety requirements imposed by the Association or the Managing Agent.

10.13 First Aid Kit. Owner and its Contractor shall be responsible for providing and maintaining a fully equipped first aid kit at the work site.

10.14 Damages or Losses. 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, equipment, supplies, subcontractors, or workers or agents. Damage to Common Elements, Buildings, or other Units arising from or related to the work arising from or related to the work, shall be the responsibility of the Owner and said Owner must immediately repair said damage, subject to prior written approval and terms set by the Board of Directors. In the alternative, the Association may do the repairs and Owner shall immediately reimburse the Association any and all costs and expenses incurred by the Association.

10.15 Site Inspections. The Association or the Managing Agent may inspect construction areas at any time, and stop work if the work is not in compliance with the Association's Governing Documents and/or not 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 nor shall the Association or Managing Agent be liable for resulting damage claims of the Owner arising from or related to said action by the Association or Managing Agent. The Association does not provide for or guarantee security at the job site. Such security shall be the sole responsibility of the Owner.

10.16 Music on Site. No radios, television sets, or recorded music will be allowed at the construction site with the exception of sound transmitted solely by headphones or earplugs.

Article XI. **DEFINITIONS**

11.0 Definitions Same as Bylaws and Declaration. All terms utilized herein shall be the same as defined in the Declaration, and Bylaws and the Colorado Common

Interest Ownership Act at C.R.S. §38-33.3-101 et seq. ("Act") unless otherwise specified herein.

11.1 Guest. For purposes of these Rules, the term "Guest" shall mean any individual who is present at the Project at the express or implied invitation of an Owner including, without limitation, agents, business invitees, clients, customers, contractors, employees, friends, acquaintances, family, relatives, renters, lessees, or tenants of Owner or any person other than an Owner.

11.2 Project. For the purposes of these Rules, the term "Project" shall the entirety of the Sandstone 70 Condominiums property described in the Declaration, including, but not limited to, any Common Elements, Buildings, and/or Units thereon.

11.3 Unit. For the purposes of these Rules, the term "Unit" shall have the same meaning as set forth in the Declaration, which includes, but is not limited to, a physical portion of the common interest community that is designated for separate ownership or occupancy and often has an identifying number.

11.4 Owner. For the purposes of the these Rules, the term "Owner" shall have the same meaning set forth in the Declaration, which include, but is not limited to, any Person or Persons owning a Unit in fee simple. The term "Owner" has the same meaning as the term "unit owner" as defined and as used in the Act.

11.5 Governing Documents. For the purpose of these Rules, the term "Governing Documents" shall mean and include the Association's Declaration, Bylaws, Polices, Procedures, Rules and Regulations and any amendments or modifications thereto.

11.6 Enforcement Policy. The Association has adopted a Policy Regarding Enforcement of Rules pursuant to C.R.S. 38-33.3-209.5. The Enforcement Policy shall govern in regard to enforcement of these Rules and Regulations except where alternative enforcement provisions are provided for herein for a specific enforcement issue. Additionally, if there are alternative fine structures provided for herein than as set forth generally in the Enforcement Policy said fine structure shall govern but the right to an impartial hearing and the procedures set forth in the Enforcement Policy in that regard shall still govern.

Article XII.

MISCELLANEOUS PROVISIONS

12.0 Violations Deemed a Nuisance. Every violation of any part of the Association's Governing Documents 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 is available. The Board of Directors, in addition to any other remedy, may also assess the Owner and/or

Guest such monetary fine, whether one time or repeating until the violation ceases, as determined by the Board of Directors in their sole discretion. Any fine assessed shall become an additional assessment against the Unit of the Owner.

12.1 Compliance. Each Owner or other occupant or user of any part of the Project shall comply with all provisions of the Association's Governing Documents.

12.2 Failure to Comply. Failure to comply with the Association's Governing Documents is grounds for an action to recover damages and/or equitable relief.

12.3 Who May Enforce. Any action to enforce the Association's Governing Documents may only be brought by the Association, the Board of Directors or the Managing Agent in the name of the Association on behalf of the Owners.

12.4 Remedies. In addition to the remedies set forth in the Association's Governing Documents, any violation of the Association's Governing Documents shall give the Board of Directors or the Managing Agent, on behalf of the Owners, the right to enter upon the offending part of the Project and take the reasonable peaceful action to abate, remove, modify, or replace at the expense of the offending Owner and/or Owner's Guest, any structural thing or condition which may exist thereon, contrary to the terms, interests, or meaning of the Association's Governing Documents and an Owner grants to the Association and/or Managing Agent a permanent easement in and to his/her Unit for said purposes. All costs incurred by the Association or Managing Agent shall be an expense of and immediately reimbursed by the Owner or other person responsible for the offending condition.

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

12.6 No Waiver. Failure of the Board of Directors, Managing Agent or the Association or aggrieved Owner to enforce the Association's Governing Documents shall not be deemed a continuing waiver of the right to later demand strict compliance or a waiver as to any subsequent violations or the right to enforce any other part of the Association's Governing Documents at any future time.

12.7 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's Governing Documents at any time.

12.8 Recovery of Costs. If legal assistance is obtained by the Association to enforce any provisions of the Association's Governing Documents or with any legal claim, whether or not suit is brought, for damages or enforcement or interpretation of the Association's Governing Documents, or the restraint of an actual or potential violation of the Association's Governing Documents, the Association shall be entitled to recover all attorney's fees and costs so incurred from the person(s) whose actions or inactions violated the Association's Governing Documents. If the Association is sued by an Owner

and the Association is the prevailing party on any claim brought by said Owner, then said Owner shall be liable to the Association for all attorney fees and legal costs incurred by the Association in defending against said claim.

12.9 Complaints. Any complaint or objection by an Owner or Guest must be submitted in writing to the Association of Managing Agent in order to be considered by the Association.

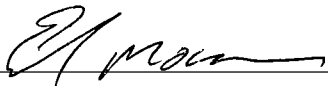
12.10 Payment of Fees. All payments to the Association should be made payable to "Sandstone 70 Condominium Association" and given to the Managing Agent. A \$25.00 NSF fee shall be assessed an Owner if a payment by or on their behalf is dishonored or refused by a financial institution.

12.11 Problems. An Owner and Guest shall immediately notify the Managing Agent or the Association of any actual or potential problems at the Project (e.g. flooding, leaks, electrical issues, etc.).

12.12 Modification of Rules. The Board of Directors is granted the right to amend, add to, delete, or otherwise modify these Rules from time to time without obtaining additional consent of the Association's members.

The Sandstone 70 Condominium Association's Amended and Restated Rules and Regulations are adopted as of October 10, 2014.

SANDSTONE 70 CONDOMINIUM ASSOCIATION, INC'S BOARD OF DIRECTORS

By  _____

Ed Moore, President

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