

EAST BAY

HOUSE RULES FOR ALL OWNER, GUESTS AND TENANTS

1. PARKING

- A. Parking is provided for owners and guests only. Spaces are limited and all guests/owners must cooperate in use of space available.
- B. No boats, boat trailer, RV or trailer, may be stored in the parking areas. Temporary parking of small boats in designated areas may be permitted in the off-season by the property manager. All vehicles parked in lot must be licensed, registered and operating.
- C. The use of common area electricity outlets for personal use is prohibited.
- D. All vehicles are to be parked within designated space provided in garage area. No vehicle more than 20 feet in length shall be parked in the parking spaces. Parking spaces in outside lot should be used for short term parking, loading and unloading.
- E. No vehicle may remain parked in the same parking space for two or more weeks without being moved.

- F. All vehicles must be moved for snow removal at direction of the resident manager. Accumulation of four inches or more of snow requires room for snow removal equipment to operate. Vehicles which have not been registered in the lobby may be towed if necessary for snow removal.

- G. Loading zone is limited to 10 minutes at the front of the building. No parking in the loading zone or drive way.

- H. No vehicle repairs are permitted on the premises.

- I. Vehicles parked in violation of the rules may be towed by a professional at owner/guest expense. **The Property Manager has full authority to enforce these rules at the direction of the Board of Managers.**

- J. East Bay is not responsible for any damage done to vehicles in the parking area.

- K. Do not play loud music, talk loudly or make noise in the garage or parking lot during sleeping hours (10:00 PM to 8:00 AM).

2. **COMMON AREAS** - Common areas are defined as the lobby, lawns, hallways, hot tub/sauna area, laundry room, clubhouse, stair wells, patios and balconies.

- A. Loitering, loud voices, running, playing and riding, wheeled vehicles are prohibited in halls and stairwells.
- B. Damage to common areas and cost of repair will be charged to owner/guest/renter involved.
- C. Use of the clubhouse by owners can be arranged with the property manager. Advance notice must be given and a cleaning deposit may be required. Owner is responsible for any extra cleaning or damage, no large parties.
- D. Laundry is available at the garden level and is only for the benefit of East Bay owners and renters. All equipment must be used in an appropriate manner. This room is not a place to gather or meet in groups. Hours are 8:00 AM to 10:00 PM.
- E. Smoking is not permitted in the common area, clubhouse, garage or laundry.

- F. No loud, abusive or drunken behavior or use of illegal substance will be tolerated. Such behavior will result in expulsion from East Bay.
- G. Hallways are not to be used for personal storage or trash.
- H. No fireworks or firearms may be fired or discharged on the premises.
- I. Any damage or clean-up caused by repairs or alterations to individual units is the responsibility of the owner.

Report all infractions of rules to the property manager or call 468-9137. Property manager has full authority to handle all problems as directed by elected Board of Managers.

3. **HOT TUB/SAUNA**

- A. Hours are from 10:00 am to 10:00pm.
- B. Hot tub and sauna are for the private use of owners, renters and their guests. Rules are posted in the hot tub area and must be obeyed.

- C. Children under 18 or guests of owners must be in company of the owner. No children in diapers are permitted in the clubhouse facilities or hot tub.
- D. No children under five years of age are allowed in the clubhouse facilities or hot tub.
- E. No food, glass containers or breakable items are allowed in hot tub area. Any abuse of alcohol (loud behavior or drunkenness) may be dealt with by expulsion from the clubhouse or East Bay.
- F. Use of hot tub is done so at users rick.
- G. Please report any abuse of rules to property manager. Authority has been given to the manager to restrict use of hot tub, sauna and privileges to anyone who does not cooperate.
- H. Violators will be asked to leave the clubhouse and future use can be restricted. The Resident Manager has full authority to enforce these rules.

4. UNITS/APARTMENTS

- A. Quiet time for all units is designated from 10:00pm to 8:00am.

- B. The property manager will advise individual owner/guest of noise complaints, such as loud T.V., music or excessive partying during quiet hours. Keep unit doors closed to contain noise as much as possible. Local Police may be called if any disturbance persists.

- C. Owners/guests are responsible for removing all garbage/trash to dumpster located by the entrance to the parking lot.

- D. Balcony area must be kept neat and orderly - not used for storage. Items permitted: 1/2 cord firewood, porch furniture, gas grill, skis or bicycles. Do not throw items (i.e., cans, cigarette butts, or solid objects) from balcony.

- E. Barbecue must be attended at all times. Use of charcoal grills is prohibited indoors or outdoors. Gas grills only are permitted at East Bay.

F. Fireplaces shall be attended at all times when in use.

Fires must be completely extinguished before leaving the unit. Ashes are to be placed in a unit ash can, covered and disposed of at the dumpster. A can marked "ashes" is provided for this purpose.

G. Storage - Each owner/unit has a storage unit in the garage.

A special key is provided for access. All personal items must be stored within individual storage units - nothing may be stored outside. No highly flammable or combustible items may be stored in units.

H. No advertisements are allowed from windows, porches or balconies.

5. **PETS**

A. Owners are allowed to bring pets with them during their stay at East Bay providing the pet does not create a nuisance. Owners are defined as: "Owner" of record on the property deed filed with the association, his or her spouse, their children, their grandchildren and their parents. Other relatives, guests, tenants and guests of tenants are not allowed to bring pets to East Bay.

- B. Owners are required to clean up after their pets in all common areas, inside and outside. Owners will be charged for repairs of any damage caused by pets.
- C. **All pets** must be carried or restrained on a leash when they are outside owner's unit (this includes cats!).
- D. Abandoned, mistreated, dangerous, or loose pets will be dealt with by local authorities.
- E. Pets may not be chained and/or unattended in or on common area including balconies or patios.
- F. Noise and disturbance caused by pets will not be tolerated. Repeated offenses will be dealt with as specified in the "Resolution of Rules" document.

6. MANAGEMENT CONTROL

- A. The managing agent and the property manager have full responsibility and authority to enforce these rules.
- B. All owners, guests and tenants shall comply with requests of the management regarding these rules. Violators are subject to procedures which may result in a penalty assessment against the owner or unit.

- C. Property manager will have access to any unit, as provided in the Association By-Laws.
- D. Property manager is not responsible to taking or delivering personal messages. Emergency messages will be taken and delivered if possible.
- E. Property manager is not responsible for rental related problems (i.e., housekeeping, wood, linens, key access).
- F. Property manager will not hold or release keys to individuals for access to apartments.
- G. Property manager is not responsible for showing rental or sales property.
- H. Property Manager has full authority to enforce all rules at the direction of the Board of Managers.

RESOLUTION OF RULES VIOLATIONS

EAST BAY ASSOCIATION

PREAMBLE

- I. The East Bay Association (EBA) shall keep a list of House Rules which will supplement all rules found in the Articles, By-Laws and in the Declaration of the EBA. Copies of the current House Rules are sent to all owners, are posted in the individual units and in the clubhouse and are on file with the property manager (Columbine Management and Real Estate Co., 303-468-9137, 348 Lake Dillon Drive, P.O. Box 2590, Dillon, CO 80435).

- II. Any rule change shall be approved by a majority vote of a quorum of Board of Managers (BOM), and shall take effect immediately. Owners will be notified of such changes. Notice to one owner shall be deemed to be notice to all owners of the unit, and each owner is responsible for knowing the rules. Failure to exercise his responsibility is not a defense to remediation, assessments, fines, or to legal action.

- III. A violation of an article, By-Law, Declaration, or House Rule by a tenant or a guest shall be deemed to be the acts of the owner for the purposes of assessment of penalties, for assessing remediation costs or costs of other remedies. If a unit has multiple owners, enforcement may be against the property or any one owner.

- IV. House rules shall remain in perpetual effect, or until amended or repealed.

- V. Violations of a local ordinance or state statute may be enforced by the locality without regard to any remedies pursued by the EBA.
- VI. The procedures described below shall not apply to those sections of the Articles, Declarations and By-Laws dealing with assessments and the payment thereof.
- VII. Although any owner may seek relief from an alleged violation through the courts, the BOM of the EBA hereby establishes the following procedures for the resolution of alleged violations of noncompliance with the Articles, Declarations, By-Laws, or the House Rules by an owner, a guest or a tenant. The procedure for dealing with alleged violations involves three levels to be pursued in the following sequence: (i) informal verbal notification of the owner, guest or tenant by the property manager (or the property manager's agent, such as the resident manager), followed by (ii) verbal and written notice to the owner by the property manager, and finally (iii) a formal hearing. Progression through these stages will be terminated at the stage in progress when the alleged violation is satisfactorily addressed.
- VIII It should be noted that if a violation of the parking rules has occurred, and the vehicle operator is either unwilling or unavailable to rectify the situation, that the property manager may arrange for the vehicle to be towed by a professional at the expense of the

vehicle owner/operator (as specified in the House Rules). Repeated parking violations will be cause for initiation of the Formal Written and Penalty Assessment Process described below, in addition to towing as necessary.

INFORMAL RESOLUTION OF ALLEGED VIOLATIONS

In the event of an apparent violation of the rules contained in any of the documents mentioned above, the property manager should be notified. He/she will request an owner, guest, or tenant to cease, desist or correct any act or omission which appears to be in violation of these rules. Prompt correction or adequate explanation of the alleged violation to the satisfaction of the property manager will terminate the Rules Resolution Process. This verbal request should be considered to be a friendly reminder that the occupants of the unit appear to have violated EBA rules. However if occupants refuse or continue to violate the rules, the property manager has full authority to take whatever legal action necessary to enforce the rules. This includes requesting police intervention if required.

FORMAL WRITTEN NOTICE AND PENALTY ASSESSMENT

- I. If the alleged violation is not corrected, or if it is repeated on another occasion, the property manager should be notified. If the manager is satisfied that there is a violation, the manager shall notify the owner in person or by telephone, and may, but is not required to do so, also notify the tenant or the guest responsible for

the violation. A written notice of the complaint also shall be sent to the owner by Certified Mail, return receipt requested. The notice shall give details of the alleged violation, the date the violation was detected, and the amount of the assessment which might be levied after an opportunity for the owner to be heard.

- II. Service on one owner of a unit shall be service on all owners. Service by mail shall be complete and effective five (5) days after notice is mailed to an owner's last known address (service date). No order, penalty or decision adversely affecting the rights of the owner shall be made unless the owner was served as provided herein, and given an opportunity to be heard as described below. Note that it is not necessary for the owner to actually receive the notice, only that the notice be mailed as stated above. The BOM may rely on the accuracy of the address list of owners kept in the offices of the property manager. It is the owner's obligation to keep the property manager notified of any change of address. Failure to do so will not affect the validity of service.
- III. If, within five (5) days after the service date the owner has not rectified the apparent violation to the satisfaction of the BOM or the property manager, or has not requested a hearing, then the assessment described in the written complaint is automatically levied.

HEARING

- I. If the BOM or the property manager is notified within five (5) days after the service date that the owner desires a hearing, the property manager will schedule this hearing with at least 1 member of the BOM and the property manager or his/her agent (the Panel). The owner must participate in the hearing, and may have witnesses present. The hearing may be conducted in person or by means of a telephone conference, and will normally take place within fourteen (14) days from the service date. Failure of the owner to participate in a scheduled hearing will result in decision against the owner.

- II. The Panel may confer with witnesses or with other members of the BOM or the management company before rendering a decision. A final decision will be made within five (5) days after the hearing, and the owner will be notified verbally and in writing of the Panel's decision.

ASSESSMENT OF PENALTIES

- I. If the hearing is decided against the owner, then a penalty will be assessed and the owner notified in writing.

II. The penalty for violating any of the rules shall be:

First offense:	\$ 25.00
Second offense:	\$ 75.00
Three or more offenses:	\$100.00

If, after the opportunity to be heard, a violation or series of violations is deemed to have occurred, the fine (s) shall be assessed from the date of the first violation. Where the violation is a single incident (e.g. loud noise or glass containers in the hot tub area), the above penalties are meant to apply. Where the offense is a continuing on (e.g. an unauthorized pet kept on the premises, or continuing noise complaints) the penalty may be \$25.00 per day until resolution of the violation. Assessments of penalties may be waived in part or adjusted downward at the exclusive discretion of the BOM on a case-by-case basis. Waiver or adjustment in one case will set precedent in any other case involving similar circumstances.

III. Any fine or penalty assessed as a result of a written notice and the waiving of a formal hearing, or as a result of the Panel's decision following a hearing as aforesaid, if not voluntarily paid to the EBA before the next scheduled payment of dues, will be added to the next billing statement and is payable within 30 days thereafter. Any unpaid amount shall be charged against the owners property and will be collectible as any other debt charged against the property. Nothing herein shall operate to limit the Association's remedies.