**RAINBOW VILLAGE CONDOMINIUMS**

**RULES AND REGULATIONS**

Amended November 17, 2012

Amended November 23, 2013 (firewood)

Amended July 30, 2014 (Changes to common Elements - flower Gardens)

Amended November 22, 2014 (Notice of change of occupancy to the Management Company / owners to provide rules within 30 days)

The Rainbow Village Homeowners Association, in an effort to make Rainbow Village as pleasant, clean, and well run as possible without imposing undue hardship on individual condominium owners, tenants, or guests, has adopted these Rules and Regulations. It is the Association’s intent to allow all owners and occupants the freedom to enjoy the use of their units and of the Rainbow Village common areas without restriction or disturbance, provided such use does not interfere with others’ rights to do the same. These Rules and Regulations exist only to ensure that one person’s actions or activities do not unjustly interfere with the safety, privacy, or rights of another, and to ensure the continued security, accessibility, attractiveness, structural integrity, and value of Rainbow Village Condominiums.

Any violations of these Rules and Regulations will subject Owners to possible penalties and assessments against their Units, as provided in Section V, and these penalties will not preclude further action as allowed by law.

1. **GENERAL RULES AND REGULATIONS:**
   1. **Residential Use Only**

Use of units in Rainbow Village Condominiums is limited to residential purposes.

* 1. **Fire Hazards**

Owners shall not permit anything to be done or kept in the units which could increase the premiums for fire and other casualty insurance on the unit or the building as a whole.

* 1. **Items on Common Areas**

Those portions of the General Common Elements used for ingress and egress from the Condominiums Units, including stairs, stairways, stairwells, hallways, and exterior walkways, shall not be obstructed or used for any other purposes. These areas shall not be used for the storage or placement or any items including, but not limited to, furniture, appliances, firewood, trash, or trash receptacles, pets, plants, boxes, shopping carts, bicycles, motorcycles, recreational vehicles, ski and snowboard equipment, ladders, and baby carriages.

**Bike Racks**

Bike racks will be made available for common area storage of bicycles. Weather permitting, the bike racks will be made available from April 1st to November 15th. These bike racks will be located in an area to provide for the best access and use by as many residents as possible. The racks are not to be moved from the specified area as determined by the board of directors. Bikes are to be stored in the racks in a neat and orderly fashion. Bikes must be removed from the rack to alternate storage by November 15th to allow for removal of racks for winter storage. Bikes not removed from the bikes racks by November 15th may be subject to being labeled as abandoned. During the time when the bike racks are not available, bikes must be stored appropriately in accordance with the all other rules and regulations.

* 1. **Loud Noise and Disturbance**

No owner, owner’s family member, tenant, guest, employee, or other invitee or occupant, including pets, shall make or allow to be made any disturbing noises in the building or on the premises, nor do or permit to be done anything that would interfere with the rights, comforts, or convenience of others. Musical instruments, radios, televisions, tape players, stereos, compact discs, or the like must not be played on the premises between the hours of 10:00pm and the following 8:00am if they shall disturb or annoy other owners or occupants of Rainbow Village Condominiums.

* 1. **Ski Boots**

Ski boots clomping on exterior walkways and stairs are very noisy, hazardous for wearers, and cause considerable wear. Please refrain from wearing ski boots in these areas.

* 1. **Window Treatments**

No exterior window shades, awnings, window guards, or gutters shall be installed except as shall be installed or approved by the Board of Directors.

* 1. **Signage**

No signs, billboards, or advertising devices of any nature except as may be authorized by the Board shall be erected or maintained on any part of the General Common Elements. The Association may erect signs or notices for identification purposes in accordance with applicable state and municipal laws or codes. “For Sale” signs shall not be placed in windows or upon doors or other exterior surfaces of the Common Elements without the prior written approval of the Board of Directors.

* 1. **Water Closets**

The water closets and other plumbing and sewer apparatus shall not be used for any other purpose other than that for which they were constructed and intended, and no sweepings, rubbish, rags, papers, ashes, or other substances shall be thrown or placed therein. Any damage to the property of others, including the Common Elements, resulting from misuse of such facilities, of any nature or character whatever, shall be paid for by the Unit Owner responsible.

* 1. **Damage to Common Elements**

If any owner, tenant, guest, or other invitee causes damage to a building or to Common Elements in any way, including by moving or carrying articles therein, said owner shall be responsible for repairing the damage or replacement of the damaged property.

Unit owners will be held liable for any water leakage that originates from their specific unit’s plumbing. This includes: water heaters, dish washers, toilets, bathroom and kitchen sinks, washer hook ups, as well as the drain associated with said unit. It is the responsibility of each unit owner to keep their plumbing in good working order. If a unit’s plumbing leaks or gets clogged, causing a leak or blockage, the unit owner will be held liable for any damage to any other unit or association property.

* 1. **Changes to Common Elements**

Any garden addition or any change to any common area of any kind by a unit owner must be first requested in writing and approved in writing by the board of directors before any change can be made. Further; any alterations that have been made, or will be made in the future, are and will be the property of the association in perpetuity and may not be altered or removed without board approval.

* 1. **Repairs within the Units**

Each unit owner shall promptly perform all maintenance and repair work within each unit which if not so performed would adversely affect any common Element or any other unit or contents thereof, and each unit owner shall be responsible for all damages that any failure to maintain or repair may cause.

* 1. **Unsightly Objects**

Unsightly objects and materials shall not be placed upon the General Common Elements. No part of the General Common Elements may be used for storage or dumping of garbage, trash, or other waste. Nothing shall be thrown or emptied by the owners or their family, friends, tenants, or other invitees, out of the windows or doors, or down the stairways, or in the Common areas, nor shall anything be hung from outside of the windows, on the decks, or placed on the outside window sills. Specific exceptions must be authorized in advance, in writing, by the Board of Directors. Where a difference of opinion regarding the definition of “unsightly objects” occurs, the Board of Directors will have the final, binding word.

* 1. **Pets**

Dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, subject to these Rules and Regulations and to all applicable government ordinances and laws. As provided in Paragraph I.B. above, pets must not be allowed to make loud or disturbing noises. Dogs must be leashed at all times when outside a unit and the pet’s owner must confine the dog for excretion to such areas as may be designated by the Association. Owners must pick up their animals’ droppings even in the marked areas. In no instance can a pet be chained or tied within the Common Elements. Pets constituting a nuisance may be ordered by the Board of Directors to be kept within the Unit of the Owner or ordered expelled from the General Common Elements.

* 1. **Lighting Apparatus**

No owner, occupant, tenant, or guest shall interfere in any manner with any portion of the lighting apparatus in or about the General Common Elements.

* 1. **Antennas and Dishes**

No radio or television antenna, aerial, dish, or similar connection shall be installed by the owners or occupants outside of their respective units. Any aerial erected on the roof or exterior walls of the building, without the written consent of the Board of Directors, is subject to removal without notice and at the unit owner’s expense.

* 1. **Master Keys**

The Manager must retain a passkey to each unit. No owner, tenant, or other occupant shall alter or allow to be altered any lock or install a new lock on any door leading into a unit without the owner or occupant providing the Manager with a key for the Homeowner’s Association’s use and keeping to the master key system.

* 1. **Management’s Right to Access**

Employees or agents of the Association may enter any building or unit or access any part of the premises at any time exclusively to conduct Association business. Notice will be given at least 48 hours in advance if the agent needs to enter a unit in a non-emergency situation (i.e. chimney sweeping, deck inspection, and so on).

* 1. **Waste and Trash**

1. No discarded items, trash, garbage, or other refuse may be deposited in or on any area of the General Common Elements except within approved dumpsters or other designated and appropriate receptacles.
2. Fireplace ash, which constitutes a significant fire hazard, must be deposited in designated containers located next to the dumpsters.
3. Certain items (i.e. large appliances, hazardous materials) are restricted by law and must not be deposited in dumpsters. (Contact local authorities for disposal of restricted items. Owners are responsible for any charges or fees.)
4. Rainbow Village encourages recycling. Bins for newspaper and aluminum cans are located near the dumpster. Owners responsible will be billed for additional pickups or charges due to unusual use of dumpsters, for example, disposal of large quantities of construction or remodeling waste, furniture, and so on.
5. All acceptable refuse and materials must be deposited *within* dumpsters. Do not place furniture, carpet, mattresses, or other items which may have value near the dumpster in hopes that someone else might pick them up. If you do not want it, dispose of it properly.
   1. **Decks – Neat and Attractive**
6. Decks (Limited Use Common Areas) must present a neat and attractive appearance. Questions of what constitutes “neat and attractive” will be resolved by the Association President, whose decision will be binding.
7. The following items may be kept on unit decks, as long as they present a neat appearance: patio furniture, barbecues, firewood (see section II), and bicycles. Other items must be approved by the Association President in writing. Items specifically prohibited include clotheslines, laundry, and large appliances.
8. Kayaks will be allowed to be stored on decks as long as: they are not longer than 12 ft, do not exceed the space of the limited common area of the unit deck, and do not block the egress of the unit sliding door. Kayaks must also be kept in a neat and orderly fashion as determined by the board of directors. Kayaks are specifically prohibited from being stored in common areas.
9. Barbecues present a real fire hazard to all homeowners and occupants. Gas grills are strongly encouraged. Please use extreme caution with charcoal grills.
10. Inconspicuous child-restraint barriers (i.e. brown rubberized chain-link fence or clear Plexiglas) may be installed inside deck railing only with specific written approval by the Association President prior to installation. No other modifications or additions to the decks, permanent or temporary, are permitted.
    1. **Firewood**
11. Firewood may be stored on decks, subject to provisions of Paragraph I.R.2.
12. Firewood may be stacked no higher than the top of balcony railings. Not only is additional height unsightly, but the weight of the wood would jeopardize the balcony structure and the occupants below.
13. On Ground Level Decks, Firewood may not block egress, be stacked higher than 60 inches (amended November 23, 2013) and or be stored in front of the moving side of the sliding glass patio door. Firewood must be kept on the concrete deck area of the unit patio and not stored in any common area. Fire wood may not be cut or split in the common areas. Firewood retaining devices may not be attached to the patio in any way.
14. Silverthorne Fire Code prohibits the storage of firewood at the entrances to the units.
15. Other than on decks, firewood may not be stored on or in any Common Elements.
16. **PARKING AREA REGULATIONS.**
17. **Parking Passes and Registration**

Vehicles parked in any of the Rainbow Village Parking lots must have a visible, valid parking pass issued by the association or will be subject to being towed at the owner’s expense. Each unit will have available three valid, numbered parking passes that if lost or stolen can be replaced by purchase from the Association at a price determined by the board of directors. Vehicles must also have a valid registration and be in working order.

1. **Park in Designated Areas**

Any vehicle parked or located such that it impedes or prevents ready access to other parking spaces, the Common area driveway, or walkways, may be towed immediately, with no notification given, at the owner’s expense.

1. **Electrical Outlets**

Vehicles may not be plugged into any Common Area utility outlets. Such activity constitutes theft and subject the vehicle owner to legal action. Vehicle may be towed immediately, without notice, at owner’s expense.

1. **Parking that obstructs dumpsters or a fire hydrant is expressly prohibited.**  If such a situation occurs and results in the Association being charged for extra garbage pickups, the unit owner responsible will be billed for these charges and the unit will be subject to sanctions according to Section V of these Rules and Regulations. Vehicles parked so as to interfere with fire hydrant access or dumpster activity are subject to immediate towing, with no notification, at the vehicle owner’s expense.
2. **Vehicles blocking other vehicle(s)**

A vehicle blocking another vehicle may be towed immediately, with no notification, at the vehicle owner’s expense.

1. **Vehicles obstructing snow removal**

Vehicles obstructing snow removal from drives or parking lots will be given a notice affixed to the windshield or other conspicuous area. If the vehicle has not been moved within 24 hours of notification, it will be towed away at the vehicle owner’s expense.

1. **Abandoned Vehicles**

Vehicles in non-operative condition, unregistered vehicles, and any vehicles left in the same space for 7 days will be considered abandoned. A notice will be affixed to such vehicles. If not moved within 24 hours of notification, such vehicles will be towed at owner’s expense. Exception: if a vehicle is inoperative for good reason (waiting 2-3 days for parts, for example), or if vehicle’s owner will be away for a length of time, the owner of the vehicle should notify the property manager. Arrangements may be made to minimize the possibility of the vehicle being towed.

1. **Working on vehicles in Association Parking lot(s)**

Working on vehicles, except for emergency repairs, is not permitted on Rainbow Village property. Any vehicle leaking oil or other hazardous substance must be removed and vehicle owner must clean all traces of oil or other substance. Such vehicles are subject to immediate towing at owner’s expense, without notification, and the unit owner responsible will be billed for cleanup charges and will be subject to penalties according to Section IV.

1. **Other Vehicles**

Parking or storage of trailers, large trucks, commercial vehicles, heavy equipment, campers, mobile homes, all terrain vehicles, boats, recreational vehicles, snowmobiles, farm equipment, and horse trailers is prohibited without the prior written permission of the Board of Directors in each instance. Questions of definition of the above will be resolved by the Association President.

1. **Motorized vehicles**

Motorized vehicles may not be used for recreational purposes on driveways, lawns, or other Common Elements.

1. **PROCEDURE FOR ARCHITECTURAL APPROVAL FOR MODIFICATIONS TO**

**RAINBOW VILLAGE CONDOMINIUMS.**

In order to obtain approval of modification plans, the following must be reviewed and

Approved by the Board of Directors:

1. Complete detailed plans including dimensions and detailed specifications, all drawn to scale, including materials to be used.
2. The name of the contractor and evidence of contractor’s bond ability.
3. Copies of all applications for building permits and inspection for code compliance.
4. Evidence of Builder’s Risk Insurance.
5. Personal letter of request by unit owner for modifications.
6. Personal guarantee by owner stating that all work performed will be completed satisfactorily.
7. Owner must have written approval from the Board of Directors before beginning modification. It should be noted that the Board is unlikely to approve any architectural modification to the exterior of Rainbow Village Condominiums.
8. Upon completion of modification, an inspection by Board members or the Property Manager will be conducted. Owner will be contacted prior to this inspection.
9. **ENFORCEMENT OF THESE RULES AND REGULATIONS.**

The Board of Directors hopes that all affected persons will embrace these Rules and Regulations as reasonable and necessary for the peaceful enjoyment of all owners and occupants of Rainbow Village Condominiums, and that compliance will be voluntary. However, the Board also recognizes that such Rules and Regulations sometimes require teeth.

1. **Owners are responsible.**

Fines, penalties, and charges stipulated in these Rules and Regulations will be assessed against the units involved, regardless of who occupies the Unit or commits the infractions. It is therefore the responsibility of all owners to ensure that family members, guests, employees, tenants, and all other invitees are familiar with and adhere to these Rules and Regulations.

Owners are required to formularize new tenants with the rules and regulations by providing the tenants with the current rules and regulations and they must notify the management company, all within 30 days of a change of occupancy.

Rental agents and representatives shall be notified by owners that as agents for owners they are bound to enforce the Rules and Regulations of Rainbow Village Condominiums, including participation in civil and criminal background checks. Rainbow Village owners shall immediately take necessary action to prevent continuation of violations of the Rainbow Village Condominiums Rules and Regulations.

1. **Penalty Schedule.**

The Board of Directors has the authority to institute a schedule of reasonable charges against owners or their authorized agents for any and all violations of these Rules and Regulations, as well as the Bylaws, Condominium Declarations, and Articles of Incorporations. The Board shall implement reasonable procedures, including notice of alleged violations where required and opportunity to be heard by a grievance committee. All fees, charges, and penalties imposed by the Board and costs incurred by the Association in enforcing the Rules and Regulations, Bylaws, Declarations, and Articles of Incorporation shall be charged to the violating owner. The following PENALTY SCHEDULE will be followed in the event of any applicable violation:

**FIRST VIOLATION**: Written Warning

**SECOND VIOLATION**: $25 assessment against the unit.

**THIRD VIOLATION**: $50 assessment against the unit.

**FOURTH VIOLATION**: $100 assessment against the unit.

**FIFTH VIOLATION**: $150 assessment against the unit.

1. **Notification of Violation.**

Management or the Board of Directors will make a reasonable attempt to notify an owner of any violation, prior to imposing penalties. Due and fair notice shall be deemed given in any of the following cases:

* 1. Immediately, once a person to person contact is made between a member of Management or of the Board of Directors and the Owner or Owner’s authorized agent, explaining the nature of the violation.
  2. Immediately, once contact is made by telephone directly with the Owner or Owner’s authorized agent, explaining the nature of the violation.
  3. Immediately upon acknowledgement of notification of violation by Owner or Owner’s authorized agent, in person, by telephone, or in writing.
  4. Immediately, once written notification of violation is delivered to the hands of the Owner or Owner’s authorized agent.
  5. On the date of receipt for delivery of notice of the violation by certified mail, Federal Express, or other courier.
  6. Three (3) working days after the postmark of a certified letter to the last known address of the Owner or Owner’s authorized agents, which letter gives the notice of the violation.

1. **Continuous violations** Each day that a violation continues after notice shall be considered a separate violation as regards the assessment of penalties.
2. **Remedial Action.** The Board shall have the authority to take any remedial action it deems appropriate in the event of a violation of these Rules and Regulations or the Bylaws, Declarations, or Articles of Incorporation, including assessment of charges and penalties, the filing of a lien, the filing of and action for injunction or money judgment, or filing of a suit for unlawful detainer.
3. **AMENDMENT OF THESE RULES AND REGULATIONS.**

The Homeowner’s Association or Board of Directors reserves the right to amend these Rules and Regulations from time to time as may be deemed necessary for the safety, care, and cleanliness of the premises and for securing the comfort, convenience, and enjoyment of owners and occupants. These Rules and Regulations are supplemental to and subject to Rainbow Village Condominiums Declarations and Bylaws. Where there is a conflict, the Declarations and Bylaws shall be the prevailing authority.