

THE GREENS OF ARROWHEAD AT VAIL HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED RULES AND REGULATIONS

WHEREAS, The Greens of Arrowhead at Vail Homeowners 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 Association Board of Directors hereby adopt the following Amended and Restated Rules and Regulations ("Rules") effective as of 2/14, 2017.

IDENTIFICATION OF KEY ISSUES

- **All Violations of these Rules shall be subject to fines pursuant to the Association's Enforcement policy.**
- **All Owners must treat other Owners, Members of the Board of Directors and Management Staff with Respect.**
- **Use of Putting Greens. See Section 2.3 for detail.**
- **Landscaping Regulations. See Section 6.02 for detail.**
- **Owner must provide key to Management. See Section 4.0 for detail.**
- **Owners are required to make sure all guests and renters know about Rules. See Section 5.0 for detail.**

Article I.
USE RESTRICTIONS

1.0 Declaration Article III of the Declaration provides authority for the Association to adopt Rules and Regulations related to the Greens and the Units.

1.1 Obstruction of Access Ways. There shall be no obstruction of access to the Common Area or public accessed portions of the Property. The walkways, sidewalks, driveways and roads shall not be used for any purpose other than ingress to and egress from the Units.

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

1.3 Hot Tubs. Exterior hot tubs are prohibited unless approved in advance by the Association in writing and the Owner enters into an indemnification agreement with the Association for the hot tub. Hot tubs will only be considered for the following Units: 4 Ambleside, 14 Ambleside, 24 Ambleside, 337 Windermere, 357 Windermere and 373 Windermere.

1.4 Sporting Equipment. Sporting equipment such as soccer balls, goals or nets, basketball hoops and targets shall only be permitted upon a Lot when in use and under no circumstances shall any sporting equipment or devices be left outside overnight or be permanently affixed to a Lot of Unit.

Article II.
COMMON AREA

2.0 General. Common Area is 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 Garbage. All Owners, Guests and Contractors will only dispose of garbage in their own trash receptacles that shall be animal proof and meet all governmental and quasi-governmental requirements. Trash shall only be left outside for pick up on the trash day and shall not be left overnight under any circumstances. Trash receptacles shall be promptly moved into the Unit garage upon trash pickup occurring. If the garbage is not normal day-to-day garbage (e.g. remodeling trash, hazardous materials, etc.) or large items, the Owner, guest or contractor shall arrange for and dispose of said garbage separately with a trash company at Owner's sole expense. If the Association incurs any additional cost to dispose of a large item or address any trash removal for an Owner, guest or contractor the cost shall be billed to the Owner who left the items.

2.2 Use of a Patio. Each Owner shall have the right to place upon the patio of such Owner's Unit the following items: patio furniture, gas grills, gas fire pits, plants and flower boxes 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. Each Owner shall be responsible for keeping their Patio in a clean, safe and attractive condition.

2.3 Putting Greens. The Putting Greens shall be used with respect and treated with care and shall only be used for the purpose intended and are subject to the additional following regulations on use. Violations should be reported to the Managing Agent and, if after business hours, to Arrowhead Public Safety at 970-926-2588:

2.3.1 Shirts and shoes are required to be worn at all times on the Putting Greens.

2.3.2 There shall be no use of the Putting Greens after dark.

2.3.3 No running or playing on the putting Greens other than for putting purposes.

2.3.4 No golf carts allowed on the Common Areas;

2.3.5 No fishing, swimming, wading, playing or other such activities are allowed in the ponds, water features and streams adjacent to the Putting Greens;

2.3.6 Children under 12 must be directly supervised by an adult (18 years or older) at all times with there to be at least one adult for every 5 children;

2.3.7 Managing Agent must be notified in writing no less than 10 days prior to any large function (10 or more) to be hosted by an Owner;

2.3.8 No Pets are permitted upon the Putting Greens or in ponds, water features and streams;

2.3.9 Cutting of flowers or shrubbery located upon Common Area or the Putting Greens is strictly prohibited;

2.3.10 No sporting equipment shall be used, other than golf related, upon the Putting Greens.

2.4 Driveways. The driveways are required to be maintained, repaired and replaced by the Owner.

2.4.1 The Association only performs snow removal of driveways and entry sidewalks after 2 inches of snow per snow storm.

Article III.

NUISANCES AND CONDUCT OF OWNERS

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 Owners or their Guests.

3.1 Communication and Conduct. The Board of Directors encourages an open, factual, positive, respectful and constructive discourse among Owners in order to foster a cordial and amicable environment within the community. Impolite or unprofessional engagement of the Managing Agent's staff detracts from the ability of the Managing Agent to effectively manage the community. For this reason and to further these purposes the following is applicable:

3.1.1 Owner Issues and Complaints. If an Owner has an issue or a complaint in regard to the Association and its governance and operation, the Owner shall follow the following process. This includes any complaint about the Managing Agent's staff and operation of the Common Area. Failure to follow this process can lead to the imposition of fines and penalties as provided for under the Association's Enforcement Policy.:

- 3.1.2.1 A complaint or issue can be delivered to the Board of Directors as follows:
- 3.1.2.1.2 By email to greensatarrowhead@gmail.com;
- 3.1.2.1.3 Or dropping a written Suggestion or Complaint to Managing Agent's offices.

3.2.1 Emergency Communication. If an emergency arises, such as an irrigation leak, an Owner may contact Managing Agent staff via phone or in person, but such communications shall occur politely and respectfully and shall be followed with a written submission of the Complaint or Suggestion to the Board of Directors.

3.2.2 Board Response. The Board of Directors shall contact the submitting Owner if more information is necessary and shall make all reasonable attempts to assist in resolving the issue.

3.2.3 Owner Website. The Association shall have the Managing Agent develop and maintain an up-to-date, effective and secure website for the use of the Owners. The Association shall make its best efforts to have the Owner website contain the information required to be maintained by the Association for

easy access to Owners of the documents referenced in the Association Records Policy as being required to be provided to Owners at C.R.S. §38-33.3-317 as well as C.R.S. §38-33.3-209.5. In addition, the Association intends to make available upon the website the following:

- 3.2.3.1 The name of the Association's Managing Agent, if any;
- 3.2.3.2 A valid physical address and telephone number for both the Association and the Managing Agent;
- 3.2.3.3 The Colorado Condominium Ownership Act ("CCIOA") and amendments.
- 3.2.3.4 The current Declaration, Bylaws, Articles of Incorporation, Rules and Regulations, Responsible Governance Policies adopted pursuant to Section §38-33.3-209.5, and other policies adopted by the Board;
- 3.2.3.5 An "Agenda Request Form" for Owners to request that the Board place specific matters on the agenda for consideration at the next annual Owners meeting.
- 3.2.3.6 The term expiration date for each of the then-serving members of the Board and any resignations

Article IV.

UNIT ACCESS FOR IRRIGATION

4.0 **Key to Unit.** A key to each Unit shall be available at Arrowhead Public Safety within thirty (30) days of enactment of these Rules to be used to turn on and blow out irrigation systems only.

Article V.

GUESTS, LESSEES AND OCCUPANTS OTHER THAN OWNERS

5.0 **Rules Notification.** 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.**

5.1 **Owner Liable.** An Owner shall be liable for any violation of the Association's Governing Documents 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 from the guest or other party 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.

Article VI.

UNIT AND LOT MODIFICATIONS

6.0 Exterior Changes.

6.01 General. Under no circumstances shall an Owner or a Guest make any exterior changes or modifications to a Unit or the Common Area unless approved in advance expressly by the Board of Directors in writing ("Exterior Change") as well as approval from the Arrowhead Design Review, and then only strictly to the extent and subject to the terms and conditions of said written approval. The Owners request shall be in the same format as required by the Arrowhead Design Review.

6.02 Landscaping. An Owner is permitted to plant flowers and ground cover upon their Lot, which is part of the Exterior Maintenance Area subject to the following:

6.02.1 All such plantings shall be the sole responsibility of the Owner to plant, replace, and maintain. If the Association landscaper is utilized for this purpose the Owner shall insure that the Owner is billed separately for and pays for said services and costs. Any costs that are billed to the Association shall be invoiced to the Owner.

6.02.2 No disturbance of existing landscaping shall occur without the prior express written consent of the Board of Directors and submittal of a landscape plan for such approval. There shall be no deviations from approved landscape plans except upon further submittal for approval by the Board;

6.02.3 No adjustments or modifications to the irrigation systems shall be made by an Owner. An Owner may only request permission to install drip lines. Any request for the same shall be made in writing to the Association and any costs related thereto shall be borne solely by the Owner;

6.02.4 At no time will any changes to drainage, swales, ditches or slope be made by an Owner;

6.02.5 Owners shall indemnify and hold harmless the Association from all such landscaping and related irrigation installed or utilized by an Owner.

6.02.6 The Association will remove dead and/or dying shrubs and trees on the individual owner lots. Shrub replacement will only occur by the Association if

the shrub has died due to lack of irrigation. Tree replacement on individual lots will be the responsibility of the individual Owner.

6.02.7 The Association landscape contractor will maintain the irrigation system not including the individual flower pot drip lines. All costs associated with these drip lines will be the responsibility of the Owner. In the event of property damage caused by a leak or malfunction of the irrigation system, damage will be covered by the individual owner and/or his insurance company.

Article VII.

DEFINITIONS

7.0 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.

7.1 Guest. For purposes of these Rules, the term "Guest" shall mean any individual who is present at the Property 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.

7.2 Property. For the purposes of these Rules, the term "Property" shall mean the entirety of The Greens of Arrowhead Project described in the Declaration, including, but not limited to, any Common Area and/or Units thereon.

7.3 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.

7.4 Owner. For the purposes of the these Rules, the term "Owner" shall have the same meaning as set forth in the Declaration, which includes, 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.

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

7.6 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 VIII. MISCELLANEOUS PROVISIONS

8.0 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 fines, 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.

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

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

8.3 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.

8.4 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.

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

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8.6 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.

8.7 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.

8.8 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's fees and legal costs incurred by the Association in defending against said claim.

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

8.10 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 Greens of Arrowhead at Vail Homeowners Association's Amended and Restated Rules and Regulations are adopted as of 2/14, 2017

THE GREENS OF ARROWHEAD AT VAIL HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS

By [Signature]

By [Signature]

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THE GREENS OF ARROWHEAD AT VAIL HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS

By _____

By _____

By _____