

# Sun Vail Condominium Association

## House Rules and Regulations

605 A Building, 625 B Building, 645 C Building,  
665 D Building, 685 E Building  
North Frontage Road West  
Town of Vail  
Eagle County  
Colorado

Revised on April 7, 2025

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# **Sun Vail Condominium Association**

## **Section 1: Introduction**

1.1 These House Rules and Regulations, (House Rules) are authorized under the Declaration and Bylaws of the Sun Vail Condominium Association, (Association.) These House Rules may be amended by the Board of Directors, (Board) or the general membership with a majority vote. These House Rules must be consistent with the Declaration and Bylaws which are senior governing documents. Copies of House Rules must be provided to the membership at least 30 days prior to their effective date. This most recent version of the House Rules was approved by the Board on the date of page 1 and are available to the membership at all times on the Association website at [premier.mcneillproperties.com](http://premier.mcneillproperties.com).

## **Section 2: General Topics**

### **2.1 Management**

The Board has the authority to hire a managing agent to operate the Association. The Managing Agent or their phone information may change from time to time and is listed on the Association website. The Board of Directors' phone numbers and email addresses are also available on the website. You also can locate the registered agent of record for the Association with the Colorado Secretary of State's office at [www.sos.state.co.us](http://www.sos.state.co.us). The Managing Agent is here to assist all of the homeowners with questions or concerns that relate to Sun Vail.

## **Section 3: Condominium Units**

### **3.1 Residential Use**

The Association is a residential property consisting of sixty individual dwelling units. Use of the units is limited to non-commercial residential occupancy as governed by the Town of Vail zoning guidelines.

### **3.2 Occupancy**

The Association hereby limits the occupancy for individual units to six adults maximum for a two-bedroom unit and eight adults maximum for a three bedroom unit (2 unrelated adults per bedroom, per Town of Vail code). Children under the age of five are not counted. The occupancy limit is for overnight use. Occupancy during parties is not limited within the unit so long as the use and scope of the party is allowable under Town of Vail zoning or fire restriction guidelines and is contained within the unit itself.

### **3.3 Pets**

Owners of units are allowed to have up to two pets, either dogs or cats or other domesticated animals. No reptiles, rodents or farm animals are allowed on the property. There is no weight restriction on dogs. Cats are not allowed to roam outdoors. All pets must be under the direct control and supervision of the Owner at all times when the pet is on the common elements of Sun Vail. No pets shall be leashed and left unattended on limited common elements, (decks or patios). Pet waste shall immediately be removed from common and limited common elements and disposed of by the Owner in appropriate trash receptacles. No pets are allowed in the fenced pool/spa area at any time. Renters or guests of Owners are not allowed to have pets on the Association property or within the individual units. No pet shall be permitted to make noises for such a time as to disturb other owners. The Association and any other owner shall be indemnified

and held harmless for any loss, claim or liability arising by reason of keeping or maintaining such pet. Pet owners are responsible for any damage, injury and disturbance caused by their pet.

### **3.4 Leasing and Guests**

All renters must abide by the rules of the Association. Owners of units are ultimately responsible for their renters, visitors and guests if their renters, visitors or guests violate any rules of the Association or cause damage to the Association property. All Owners and Owner rental agents shall be required to provide each and every guest and renter with a copy of the most recent "Sun Vail Condominium Association (SVCA) Guest/Renter Information and Rules Fact Sheet" as prepared by the SVCA managing agent.

Owners who rent or lease their Unit must execute and return a signed copy of the Sun Vail Owner Rental Agreement acknowledging the terms, conditions, duties, and obligations regarding leasing in accordance with the governing documents. Copies of the Rental Agreement are available on the Association's owner website portal, from the Association's management company, or upon request.

It is the responsibility of an owner to obtain a temporary parking permit for any guest or renter from the management company.

Owners may rent their units according to the zoning guidelines of the Town of Vail. Owners are not allowed to subdivide their unit with partial rental, loaning or gift to someone else of a portion of the unit itself, or any of the rights of access to their parking, pool access, or any use of the common areas.

### **3.5 Noise and Disturbances**

No owner or guest shall make or permit any disturbing noises at any time which disturbs others. As a general reference, the volume of stereos, televisions, musical instruments and voices shall be considered too loud, regardless of the time of day, if anyone complains about the noise level. If someone is creating excessive noise or disturbance, please call the management company during regular business hours at 970-476-4262 (Monday through Friday 9am to 5pm) or call the Vail Police Department at 970-479-2201 if the disturbance occurs outside of regular business hours.

### **3.6 Access by Management & Emergency Services**

All Owners shall provide three copies of their current keys and alarm access codes to the Managing Agent at all times. These keys will be used by the fire department, on site emergency lock boxes, and management company offices. Failure to provide a key will result in a locksmith charge to re-key your condo at the unit Owner's expense.

### **3.7 Deliveries**

Packages or furniture should only be delivered by contractors capable of delivering the items all the way into the unit. Please make arrangements with your supplier or delivery company to move heavy items directly into your unit and schedule with management.

### **3.8 Maintenance**

All Owners are required under the governing documents and these House Rules to maintain their unit in a clean, safe and livable environment. If the source of any damage is caused by elements from within an Owner's unit, a unit Owner, or their guest, visitor, renter to the common elements, or another unit, that Owner will be responsible for the total cost of repair. The Association may maintain or repair, at an Owner's expense, any toilets, plumbing fixtures or appliances in that Owner's unit, if in the reasonable judgment of the Association, the Owner's failure to maintain or repair such items is wasting water, increases the risk of damage to other units or common elements from water leaks, gas leaks, smoke damage or other causes. Periodic inspections may take place for water waste or leaks, gas leaks, electrical problems, insects, rodents, roof leaks etc. by the Association with or without notice.

Mold growth, water seepage, or leaks are the unit Owner's responsibility to repair when they originate within the Owner's airspace unit. Leaks, electrical repairs, or maintenance originating within the common walls not caused by the unit Owner will be repaired by the Association as a common area expense.

### **3.9 Insurance**

All unit Owners are required to maintain adequate insurance for the full replacement value of their airspace unit not covered by the Association's insurance responsibilities as well as for their unit's contents and for general broad form general liability insurance against claims and liabilities arising in connection with the ownership, existence or use of their unit.

Limits of liability will be at least \$1,000,000 for any injuries or death sustained by any person in a single occurrence and at least \$1,000,000 for property damage resulting from any occurrence. A copy of that policy shall be delivered to the Association listing the Association as an additional insured, with a 30-day notice of cancellation provision.

If any damage is caused to the Association common elements or another unit from water leaks, smoke damage, fire, or other losses originating in an Owner's unit regardless of liability or negligence, the unit Owner shall be responsible for the total cost of repairs. Unless otherwise required by law, the Association is not obligated to make an insurance claim against the master policy for damage caused or originating within an Owner's airspace unit. If an Owner's claim falls within the Association's insurance responsibilities set forth in the Declaration, the Owner must contact the Managing Agent immediately. Owners may NOT file claims against the Association's insurance policy directly. The Owner must (1) contact the Managing Agent in writing about the specific claim and the underlying facts; (2) provided the Association a reasonable opportunity to inspect the damage; and (3) given the Association at least fifteen (15) days to respond in writing to the Owner.

Unit Owner(s) are responsible for damages caused by them, their renters, visitors, service providers or guests regardless of liability or negligence or failure to provide proper maintenance or safety. Although the Association is obligated to maintain certain insurance coverages to protect the common elements and structure of the buildings and improvements, the Association is not responsible for the acts or failure to act by an individual unit Owner, or an Owner's, renters, visitors, service providers or guests. Some losses may not be recoverable under the Association

policy due to deductible limits. The Association maintains insurance coverage for the common elements, building structures, electrical wiring up to the point where the service feeds the breaker box in the unit, common plumbing up to the point where the plumbing enters the unit, exterior windows and doors, interior and exterior framing including the unfinished drywall. Unit Owner(s) shall insure their personal property and contents including floor coverings, wall coverings, appliances, artwork, plumbing fixtures cabinets, furniture, interior doors and trim, and electrical fixtures. Every owner should carry Loss Assessment coverage in the event that they need to cover the cost of the deductible (either on their HO-6 policy or the association's policy). The Association deductible on its policy may be billed to the individual homeowner if, in the sole discretion of the Board, the individual unit Owner or the Owner's renters, visitors, service providers or guests caused the damage or claim.

### **3.10 Signs**

Entry door signs will be allowed at the discretion of the Board of Directors. The cost to repair or remove any signs deemed undesirable will be at the unit Owner's expense. No exterior leasing or for sale signs are allowed by Town of Vail zoning. No window or balcony signs are allowed, except that no more than one political campaign sign for each political office or ballot issue in an election may be placed in the Owner's entryway for the period beginning forty-five (45) days prior to and ending seven (7) days after the election.

### **3.11 Window Coverings**

Exterior window coverings visible to the outside must be of good quality, retail grade window products that color coordinate consistently within the unit and the property. Draperies should be lined in a neutral color. Venetian blinds or other shades may be disallowed if the color is noticeably objectionable.

### **3.12 Flooring**

Units located above the first floor pose a potential noise problem for the condo underneath. Therefore, all upper floor units must have attached carpet flooring and at least  $\frac{1}{2}$  inch carpet underpad. If you install any hard-surfaced flooring material (such as wood, stone, laminate, tile, etc), a sound-deadening underlayment must be installed below the hard-flooring surface.

### **3.13 Architectural Changes and Construction**

All architectural changes and construction must comply with the requirements set out in Article 15 of the Declaration. Owners doing remodeling work in their units must have all applicable permits from the Town of Vail. Failure to obtain a permit and the necessary approvals may cause your construction to be halted or returned to its original condition at your cost. Permits must be posted on the entry door. The Town of Vail will require the Association to approve all remodeling that changes the exterior of the unit or the structural integrity of the building. Owners must submit your 'Application for Approval for Construction and Architectural Changes' and architect's plans to the Board for review as early as possible (see Appendix 'A'). When the Board meets to discuss your plans, or calls a special meeting, you will be invited to attend. Some approvals may be possible by an email vote. The quality of your plans being submitted will increase the likelihood of a faster decision by the Board. An 'Association Indemnity Agreement' will have to be signed prior to final Board approval (see Appendix 'B'). The Town of Vail will also require similar plans to be submitted. No construction is allowed on weekends. Remodeling work hours are

limited to 8:00AM to 6:00PM Monday through Friday. Contractors must pick up a parking pass at the office. Excessive trash will require your contractor to obtain their own dumpster and locate it in the parking lot at a location designated by the Managing Agent. Appliance disposal needs to be arranged and paid for by the unit Owner.

### **3.14 Hazardous Activities and Materials**

No Owner shall install, operate, or permit to be installed or operated, any hazardous materials, heavy machinery or equipment, except normal household appliances, in their unit. No flammable materials, fireworks, explosives or any other hazardous materials may be stored or used within the community.

## **Section 4: Limited Common Elements**

### **4.1 Balconies and Patios Use**

Use of balconies and patios is limited to the designated unit and their occupants. Owners may keep outdoor furniture in good condition and seasonal potted plants on their balconies and patios.

### **4.2 Storage**

Owners may store personal items on their decks so long as those items are not visible above the railing. Permitted items include bicycles, skis, coolers, luggage and boxes. Examples of disallowed items include appliances, canoes or kayaks.

### **4.3 Maintenance of Common Elements**

The Association maintains all the common elements including limited common elements. Owners shall not modify or change their patios or decks without written permission from the Board. Any Owner that makes Board approved modifications will be responsible for continuing to maintain those modifications or return them to their original condition. The Association will not sweep or shovel snow from balconies or patios that are limited common elements.

### **4.4 Barbecue Grills**

Gas or propane grilles are allowed. No wood or charcoal grills are allowed by the Association or the Town of Vail codes. Please be courteous to your upstairs and downstairs neighbors by avoiding excessive smoke and placing a mat beneath the grill to trap droppings.

### **4.5 Firepits**

Open flame fire appliances (i.e: gas, propane, charcoal, wood burning appliances, including fire pits, chimineas, etc.) are PROHIBITED on Sun Vail patios, decks, balconies and any other common elements.

### **4.6 Antennas and Satellite Dishes**

Except as otherwise required by law, no visible antennas or satellite dishes are allowed.

### **4.7 Exterior Lighting**

Patio or balcony lighting is limited to one non-permanent un-attached fixture for grilling purposes. White holiday light strands within or on a unit, may be visible from the exterior of a unit from Thanksgiving until January 31<sup>st</sup> of the following calendar year. No flashing light strands or

permanent light strands are allowed. No lighting that shines outside your patio or deck is allowed. The maximum wattage for exterior lighting is 100 watts combined.

#### **4.8 Flags, Flowerboxes and Decorations**

Owner(s) may display a U.S., Colorado or service flag from their balcony or patio when they are in residence. Maximum flag size is 3'x5'. Each unit is limited to a total of no more than three of the following items that are visible to the outside; hanging flower baskets, hummingbird feeders (and only if such feeder is in compliance with Town of Vail ordinances), and decorative items of all types. No visible item shall be larger than a three-gallon container or 864 square inches. No birdseed feeders are allowed due to bird droppings on upper floors and bear danger on lower floors.

#### **4.9 Unit Entryways**

Unit entryways are part of the common elements. Entry mats, benches, decorations or rugs may be allowed at the discretion of the Board. The Association may or may not designate entry rugs or mats for all the units. Entryways shall not be used for the storage of any items and objects including furniture, bikes, strollers, packages and trash or trash bags of any kind.

#### **4.10 Doors**

Unit doors are part of the common elements. No exterior door changes are allowed. All unit doors must be of the same color. Owner preferred locksets are permissible as long as the Managing Agent has 3 sets of keys, or the entry code to permit entry at any time.

#### **4.11 Adjacent Patio Landscaping**

The first-floor patios have adjacent landscaping which is maintained as part of the Association property. Owners may plant annual flowers in these bedding areas after receiving permission from the Managing Agent.

### **Section 5: Common Areas**

#### **5.1 General Use**

The common areas are for the use of all Owners and their guests or renters. No Owner may subdivide their unit by giving use to anyone other than their occupants. Please help keep the property clean of litter or trash.

#### **5.2 Parking Lot**

The parking lot is unassigned surface parking. All vehicles must display a valid parking permit in the front windshield. Each unit is allowed two Owner parking permits. Additional vehicles may be allowed temporary parking on a space available basis at the discretion of the Managing Agent. Vehicles left in the parking lot for more than two weeks must leave a set of keys with the Managing Agent. Temporary parking permits for guests and renters are available from the Managing Agent and must identify arrival and departure dates and the unit number where the guests/renters are staying. Parking is not permitted in front of garage doors (including vehicles of garage owners). Vehicles left for more than two weeks during the winter months should make arrangements to have their vehicles dug out and started on a regular basis at the cost of the owner. No vehicles shall have car covers or tarps. Abandoned vehicles will be towed at the owner's expense. Oversized

vehicles, commercial vehicles, trailers, recreational vehicles, boats and motor homes are NOT PERMITTED. No camping is allowed in the parking lot. An Owner or unit occupant, who is a member of a volunteer fire department or is employed by a primary provider of emergency fire-fighting, law enforcement, ambulance or emergency medical services may park a commercial vehicle that is required by their employer to be available at their residence, if the vehicles meets the following conditions: (1) it weighs ten thousand pounds or less, (2) it has an official emblem or other visible markings of an emergency service provider, and (3) it can be parked only on the south side of the parking lot without obstructing emergency access or reasonable needs of the other residents. Improperly parked vehicles will be ticketed or towed.

### **5.3 Limitation of Association Liability for Parking**

The Association assumes no responsibility for damage or theft of any vehicle or its contents while parked within the Sun Vail Community.

### **5.4 Stairwells**

The stairs are attached directly to the bedroom walls of units. Please use care to tread quietly on the stairs and be quiet in the stairwells. Trash is not permitted in the hallway or stairwells. It looks bad, it smells bad, and the Town of Vail may fine you \$1000 for your first offense. Bears and raccoons do visit the property on a regular basis. All personal belongings including bicycles, skis and other toys are not permitted to be left in the hallways and stairwells.

### **5.5 Sidewalks**

Please help keep our property beautiful. If you see a gum wrapper or a cigarette butt, please pick it up. We all can help out.

### **5.6 Landscape Areas**

The common area landscaping is a common element and maintained by the Association. Owners are not permitted to alter landscaping. No cutting trees or bushes, or planting items in the common areas is permitted without prior, written approval from the Managing Agent.. Violators may be fined for the total cost of repairs or replacement.

### **5.7 Trash**

Trash dumpsters are located in the parking lot near both the east and west entries. Please place all trash in the dumpsters and not outside your door. Trash is not permitted in the hallway or stairwells. It looks bad, it smells bad and violates the Town of Vail Municipal Code. The Town of Vail may fine you \$1000 for your first offense. Bears and raccoons do visit the property on a regular basis.

### **5.8 Mailboxes**

The mailboxes are located next to the trash enclosures. Home delivery can be started with the USPS if you are residing at Sun Vail on a full-time basis. Go to the Vail Post office in order to pick up a key. You must take something with your address on it, such as a deed or utility bill to the USPS office to establish your mail delivery service.

### **5.9 Garages**

The garage structure and the land on which it is located are not owned by the Sun Vail Condominium Association. Ownership of the garages is governed by a separate HOA known as the Garage Building Association. Parking is not permitted outside of garage doors

### **5.10 Swimming Pool and Spa Deck**

Owners, their guests and renters must observe all posted pool and spa rules and hours of operation. No glassware is allowed on the pool/spa deck area. No pets, no smoking, no running or diving, all children must have an adult supervisor present at all times. There is no lifeguard on duty, swim at your own risk. All pool and spa area visitors must be accompanied by an owner, owner's guest, or an owner's authorized tenant, who is currently residing overnight in the owner's unit.

### **5.11 Trespassing**

All pool and spa area visitors must be accompanied by an Owner, or an Owner's authorized tenant, or Owner's guest, who is currently residing overnight in the owner's unit. If you see someone trespassing, please call either the Town of Vail police at 970-479-2201 or the Managing Agent at 970-476-4262 if during regular business hours (Monday through Friday, 9am to 5pm).

### **5.12 Group Parties or Gatherings**

The common areas are intended for the use of all residents. Owner(s) wishing to utilize the pool area or grounds for their own function may do so, so long as that use does not interfere with other residents. Groups larger than the size of your unit's occupancy limit must contact the Managing Agent and obtain approval no less than 1 day in advance. Amplified music is limited to daylight hours and at a level that will not disturb other residents. Liquor and other beverages must be in non-breakable containers. Function areas must be restored to their original condition at the party's conclusion.

This House Rules & Regulations was adopted by the Board of Directors this 7th day of April, 2025

SUN VAIL CONDOMINIUM ASSOCIATION,  
A Colorado nonprofit corporation,

By: Sherry Jantz 4/18/2025  
Title: President SVCA BOD