

Rules and Regulations of  
Forest Park at Wilderrest Association  
(Amended 10/06/21)

These Rules and Regulations have been duly approved by the Executive Board (“Board”) of the Forest Park at Wilderrest Association (“Association”). Unless otherwise indicated, all capitalized terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Forest Park at Wilderrest dated as of March 27, 1998 (“Declaration”). Fines, penalties or enforcement remedies set forth in these Rules and Regulations are not intended to be exhaustive, and the Board expressly reserves all of its rights and remedies under the Declaration, the other Association Documents, and applicable law.

Water Leak Prevention

1. As the owners of townhomes located at high altitude in Colorado, all Owners of Residential Units (“Units”) at Forest Park at Wilderrest (“Forest Park”) must be especially vigilant and proactive about the prevention and repair of water leaks, both inside and outside of their Units.
2. An automatic water shut-off valve has been installed by the Association in each Unit, along with a private wireless network necessary to monitor and control the valve. These “Moen Flo” valves are usually visible in the laundry/furnace room or the crawlspace where the water main enters the Units. Owners must take all steps necessary to operate their Moen Flo valves remotely (e.g., download, install, and learn to operate the phone app). Any problems with a Moen Flo valve or private network must be reported to the Manager immediately. Contact the Manager for information and instructions regarding the installation and use of the Moen Flo valve or network.
3. The water main to each Unit must be closed whenever the Unit will be vacant for more than 24 hours. If, for any reason, the water main cannot be closed remotely by the automatic shut-off valve, the Owner must take all steps necessary to close the water main by hand.
4. Hot water heaters with tanks must be replaced every 10 years. Upon request, each Owner must provide the Board or the Manager with documentation sufficient to show the type and date of installation of the Unit’s hot water heater. The date of manufacture is printed on most hot water heaters.

Vehicles & Parking

5. Vehicular access and parking areas are limited at Forest Park by local zoning regulations and the Association Documents, as well as the unique location, size,

and topography of our community. Parking can be especially difficult in the winter, when ice and snow further reduce the amount of available space.

6. For each Unit at Forest Park, one automobile, motorcycle, SUV or truck ("Vehicle") may be parked in the garage, and a second Vehicle may be parked immediately in front of the garage. For Units that also have a parking space adjacent to the garage and entry area, a third Vehicle may be parked in that location.
7. Owners may not park Vehicles in any other locations at Forest Park without the prior written approval of the Board or the Manager. Vehicles parked in violation of these rules or the Association Documents may be towed without warning at the vehicle owner's expense.
8. Boats, ATV's, snowmobiles, motor homes, recreational vehicles, campers, storage containers, over-sized vehicles, and trailers of all types are not allowed on the roads, land or parking areas at Forest Park, except on a temporary basis and only with the prior written approval of the Board or the Manager.

#### Trash & Recycling

9. Dumpsters are provided at Forest Park for the disposal of normal household waste only. Construction debris, furniture, appliances, carpets, carpet pads, tires, paints, stains, hazardous materials, flammable liquids and similar items shall not be placed in or around the dumpsters.
10. Recycling bins are provided for the disposal of the items listed on the outside of the bins. (No glass or plastic bags!) Non-recyclable items placed in the bins will be rejected by the Association's waste hauling vendor, which may cause the Association to incur extra charges.
11. Any violations of these Trash & Recycling Rules will result in the imposition of fines against the responsible Owner for the greater of (a) \$100, or (b) the costs incurred by the Association to clean up and remove any improperly discarded or recycled items.

#### Animals & Pets

12. The Board "in its sole discretion" has the authority to remove pets from Forest Park for "**objectionable noise**, endanger[ing] the health or safety of, or constitut[ing] a nuisance or inconvenience to the occupants of other [Units]." See Declaration, Section 8.11 (emphasis supplied). Owners who object to the conduct of any pet must notify the Board or the Manager in writing, with the dates, times, and other details of the relevant incident(s).

13. Pets must be leashed and accompanied by an adult or responsible teenager whenever they are outside at Forest Park. The tethering of pets outside is not permitted.
14. Owners must clean up after their pets and dispose of fecal waste in a sanitary manner.
15. Owners must reimburse the Association for permanent damages to any property (including landscaping) caused by any pet(s).
16. Section 8.11 of the Declaration contains further restrictions with respect to animals and pets at Forest Park, including a prohibition against tenants bringing dogs onto the premises. Any violation of the Declaration or these rules with respect to animals and pets shall result in the imposition of fines of \$100 per day for each violation.

#### Quiet Enjoyment, Safety & Insurance

17. **The hours between 10 pm and 7 am are “Quiet Hours,”** when all sound must be contained within the Units. At all other times, Owners (as well as their agents, guests and tenants) are responsible for preventing their own noises, voices, odors, lights, and activities from disturbing the peaceful possession or quiet enjoyment of Forest Park by the Owners or occupants of other Units.
18. All work on the interior or exterior of a Unit shall take place only between the hours of 7 am to 6 pm on Mondays through Saturdays. No work shall be performed on Sundays or national holidays.
19. Forest Park is located in an alpine environment and subject to many unpredictable dangers, including wildlife, wildfires, snow, ice, falling snow and ice from roofs, mudslides, and other natural conditions. Owners, agents, guests, tenants and other persons who enter upon the premises at Forest Park do so at their own risk and are responsible for their own safety.
20. Owners must obtain and maintain sufficient insurance to fully cover water leaks and other physical damage to the interiors of their Units. At a minimum, each Owner’s H06 policy must have building property coverage of \$140,000 for two-bedroom units and \$180,000 for three-bedroom units. Owners must provide written proof of insurance to the Board upon request.

## Exterior Repairs, Alterations, Maintenance & Condition

21. The Association's responsibility for exterior building repairs and maintenance is "limited to resurfacing or painting of the exterior (including decks and porches) and roof repair[.]" See Declaration, Section 9.1.
22. Owners are responsible for all other repairs and maintenance to the exteriors of their Units, including without limitation the repair, maintenance and (if necessary) replacement of all windows, doors (including garage doors), doorbells, locks, utility connections, lights, posts, non-roof vents, hose bibs, deck supports, deck boards, deck railings, and deck railing caps. See Declaration, Sections 9.1.A & 9.5.
23. The Association typically paints all decks when the entire complex is painted every five to seven years. In the interim, Owners are required to paint their own decks, railings, and rail caps as needed to achieve a uniform appearance and prevent deterioration of the decking materials. Owners must use the Sherwin Williams paint specified on the Manager's website.
24. The express written consent of the Board is required before any Owner may make an addition to or alteration of any portion of the exterior of a Unit, including without limitation the installation or alteration of outdoor lighting, irrigation systems, hose bibs, skylights, radio or television antennae, satellite dishes, hot tubs or spas. The replacement of an exterior item with an identical or substantially identical item does not require further Board approval.
25. Only outdoor furniture and decorative items compatible with the design and style of Forest Park may be located on balconies, porches, or decks, except that (a) barbecue grills may be located on the upper rear decks, and (b) hot tubs and spas (if approved by the Board) may be located on the lower rear decks. No items of any kind may be stored or temporarily located under or below the lower rear decks if they are visible from the outside. Owners are solely responsible for the structural integrity of their decks and railings, including without limitation the deck's ability to handle the weight of hot tubs, spas, furniture and people.
26. Hot tubs and spas must be maintained in good working condition and covered when not in use. The color and design of hot tubs, spas and covers must be consistent with the Forest Park complex. Owners must promptly make such repairs or replacements as necessary to eliminate any aberrant noise or vibration from faulty motors or jets. Owners must reimburse the Association upon demand for any costs, expenses, or damages resulting from the improper installation, use, service, drainage or removal of their hot tubs and spas.

27. No clothing, swimsuits, towels, laundry or unsightly items shall be placed, hung or kept on the decks or deck railings, or on any other location visible from outside the Unit.
28. Window coverings shall be maintained in good repair and present a color of white, off-white or natural wood when closed and viewed from outside the Unit. Sheets, blankets, bedspreads, towels and similar materials shall not be used for window coverings.
29. Garage doors shall be maintained in good repair and remain closed except when vehicles are entering or exiting a Unit's garage or for short periods of time in connection with nearby outdoor activities.
30. No sign, billboard, poster or advertising of any kind, including signs for the sale or lease of any Unit, shall be placed, erected, or displayed anywhere within Forest Park, including the porches, decks, windows and exterior walls of the Units. Small, temporary signs needed to identify an open house, party, or similar event may be placed outside a Unit only during daylight hours and in such a manner that does not inhibit safety, traffic or parking.
31. All work performed on Unit exteriors must be performed in accordance with applicable state or local codes, rules, regulations, and standards. Owners must ensure that all contractors performing work on Unit exteriors (including the installation of hot tubs and spas) are licensed and insured, and that any necessary permits have been obtained. Copies of all licenses, insurance certificates, and permits must be provided to the Board or the Manager upon request.

#### Interior Repairs, Alterations, Maintenance & Condition

32. Owners must properly maintain and repair the interiors of their Units, and keep all plumbing, electrical, hot water and heating systems in good working condition.
33. All work performed on Unit interiors must be performed in accordance with applicable state or local codes, rules, regulations, and standards. Owners must ensure that all contractors performing work on Unit interiors are licensed and insured, and that any necessary permits have been obtained. Copies of all licenses, insurance certificates, and permits must be provided to the Board or the Manager upon request.
34. For repairs, additions, or alterations to Party Walls or interior structural elements, the prior written approval of the Board is required. Owners seeking Board approval must submit such drawings, plans, specifications and other

details as the Board, in its sole discretion, requires regarding the nature, kind, shape, height, materials and location of the proposed work. Any reasonable costs incurred by the Board in making such decision shall be assessed to the Owner.

### Outside Landscaping and Common Areas

35. Owners are prohibited from (a) placing, installing or maintaining any fences, barriers, enclosures, animal pens, animal tethers, posts, poles, clotheslines, hammocks, benches, mailboxes, ditches, trenches, walkways, stairs, playhouses, sheds or similar structures on any portion of Forest Park, (b) planting or placing any grasses, shrubs, bushes, small trees, plants or other vegetation or landscaping (“Plantings”) in any location other than the garden areas immediately adjacent to the Unit entrances (“Garden Areas”), and (c) grading, regrading, or altering the surface contours of any Lots or Common Areas.
36. Within the Garden Areas, Owners are permitted to cut, mow, trim, prune, remove, or relocate any Plantings, but may not introduce any new Plantings taller than four feet (or expected to grow taller than four feet) without Board approval. All irrigation systems in the Garden Areas also must be approved in advance by the Board.

### Unit Rentals

37. Owners who rent their Units must provide the Board or the Manager with the name and contact information of a local individual designated to be available twenty-four hours per day, seven days a week, to immediately respond to and resolve any issues arising from the rental property (“Responsible Agent”).
38. Non-emergency issues concerning short-term rentals at Forest Park may be reported to the Summit County STR Complaint Hotline: 970 406-4499. By law, the Responsible Agent must resolve any complaints within sixty minutes, or within thirty minutes if the problem occurs between 11:00 p.m. to 7:00 a.m., including visiting the Unit if necessary.
39. Pursuant to the Association Documents, **“no dogs shall be allowed to be kept by any tenant”** at Forest Park. See Declaration, Section 8.11 (emphasis supplied). For service dogs or emotional support dogs, Owners must provide the Board or the Manager with documentation sufficient to support the exemption (e.g., ESA therapist letter, support dog certification, etc.) in advance of the tenant’s arrival.
40. Tenant occupancy shall be limited to two persons per bedroom plus two persons.
41. Owners also must provide a copy of these Rules and Regulations to their tenants or long-term guests.