TIMBER RIDGE VILLAGE OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

The following Rules and Regulations apply to all Owners and their Permittees with respect to the use of the Units and any other portion of the Project. Capitalized terms not specifically defined herein shall have the meaning ascribed to such terms in the Condominium Declaration of Timber Ridge Village (the "***Declaration***"). These Rules and Regulations shall constitute the "***Rules***" described in the Declaration.

GENERAL

1. Each Owner shall heat his/her/its Unit so as to maintain a minimum temperature in the Unit of no less than fifty-five degrees (55°) Fahrenheit from October 1st of each year to May 31st of the following year to minimize any damage that could result from the freezing of pipes, both individual and common, that pass near or through individual Units. In order to mitigate the growth of mold and mildew during warmer months of the year resulting in damage to any portion of the Project, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the air conditioning in an "on" position and at a maximum temperature setting of eighty-five degrees (85°) Fahrenheit (except during power failures or periods when air conditioning equipment is broken) whenever the temperature is forecasted to or does reach ninety degrees (90°) Fahrenheit or above. In addition, each Owner must change its heat pump filter a minimum of two times annually to optimize system performance. The requirements set forth in this Section 1 must be satisfied even when a Unit is not occupied.

2. All rubbish, trash, garbage or other refuse and recycling (collectively, "***Trash***") shall be regularly removed from the Unit and shall not be allowed to accumulate therein. Each Unit at all times shall be kept in a clean, sightly and wholesome condition. Except on the scheduled day of collection, no Trash shall be placed on the Common Elements outside the Unit. The Board may require any Owner to arrange for trash removal of excessive amounts of Trash. In no event shall any hazardous materials, including, without limitation, flammable or toxic materials (paint, stain, thinners, gasoline, and medical waste), be placed in the Association trash or recycling facilities.

3. There are a number of parking spaces located throughout the Community that are not assigned to an Owner and are available for guests ("***Common Parking Spaces***"). The Association may monitor use of the Common Parking Spaces and adopt additional rules or requirements for use of the Common Parking Spaces as deemed reasonably necessary or desirable, which may include the requirement to obtain a temporary parking pass for the use of a Common Parking Space. Illegally parked vehicles, derelict vehicles and vehicles parked in unauthorized spaces, including spaces owned by other Owners or within Common Parking Spaces may be fined, towed or booted at the vehicle owner's expense, with or without notice. The additional rules and regulations for parking are as follows:

    i. **Assigned Parking**

    Each Unit has the exclusive use of the Parking Space(s) allocated to that Unit pursuant to the Declaration, applicable amendments, and Exhibit E, as amended in accordance with the Declaration.

    Owners, occupants, and tenants shall park only in the Parking Space(s) allocated to the applicable Unit.

Parking in a Parking Space allocated to another Unit without authorization from the Unit entitled to use that Parking Space and compliance with Association vehicle-registration requirements is prohibited.

ii. **Assigned Parking – Vehicle Registration and Permits**

All vehicles parked in an assigned Parking Space within the Community must be registered in the Association's designated parking management system and display a current Association-issued parking permit.

Owners are responsible for registering vehicles used by the Owner and the Owner's occupants and tenants and for ensuring compliance with these Parking Rules.

Permits shall be clearly visible from outside the vehicle and displayed in the manner prescribed by the Association.

Failure to comply with vehicle-registration and permit display requirements constitutes a parking violation.

Vehicle registrations and permits are vehicle-specific. Registration information must be updated before a new or replacement vehicle is parked within the Community.

iii. **Common Parking Spaces**

Common Parking Spaces may be identified by Association signage as "Reserved Parking."

Owners, occupants, tenants, and guests are prohibited from using Common Parking Spaces for more than twelve (12) hours in any twenty-four (24) hour period.

The Association may monitor the use of Common Parking Spaces and adopt additional reasonable requirements for their use.

iv. **Common Parking Space Vehicle Registration**

All vehicles parked in Common Parking Spaces must be registered under the applicable Unit in the Association's designated parking management system before parking, unless otherwise authorized by the Association.

Owners are responsible for ensuring that their occupants, tenants,

guests, contractors, and invitees comply with applicable registration requirements and these Parking Rules.

v. **Unauthorized Parking**

A vehicle may be considered unauthorized or otherwise in violation of these Parking Rules if it:

- Is parked in a Parking Space not allocated or otherwise authorized for that vehicle;
- Is not registered in the Association's designated parking management system where registration is required;
- Fails to display a required parking permit in an assigned Parking Space;
- Is parked in a fire lane or designated no-parking area; improperly occupies an accessible parking space; blocks a sidewalk, driveway, entrance, or other access area; or is otherwise parked in violation of posted signage or these Rules;
- Interferes with emergency access, maintenance operations, snow removal, or the reasonable use and enjoyment of the Common Elements;
- Constitutes an Abandoned Motor Vehicle under applicable Colorado law; or
- Is a commercial vehicle, recreational vehicle, boat, trailer, or oversized vehicle exceeding twenty (20) feet in overall length, unless otherwise permitted by law or approved in writing by the Association.

vi. **Enforcement**

The Association, or its authorized management company or parking enforcement contractor, may take any lawful enforcement action for violations of these Parking Rules, including but not limited to:

- Fines.
- Issuing written or adhesive warning notices.
- Requiring the immediate removal of a vehicle.
- Immobilizing a vehicle using a wheel lock or similar device, where permitted by law.
- Towing or causing the vehicle to be towed at the vehicle owner's sole expense, in accordance with applicable Colorado law.

Nothing in these Rules obligates the Association to provide advance notice or a warning before taking enforcement action where advance notice or a warning is not required by applicable law.

4. No part of the Common Elements or parking spaces may be used for storage, vehicle repair, construction or any other purpose unless specific written permission for such use is given by the Board.

5. The balconies, terraces, stairways and windows shall be used only for the purposes intended, and no objects, including by way of illustration, but not limitation, flags (except those permitted by the Act), banners, grills, umbrellas, bicycles, laundry garments, towels, awnings, canopies and all other objects, may be located on a balcony or terrace serving a Unit. The Board may adopt additional rules or policies concerning the type, color and material of exterior furniture that is permitted on balconies and terraces. Objects shall not be permitted to hang over or be attached to any exterior surface of a balcony or terrace wall or to otherwise protrude outside of the vertical plane formed by the exterior surface of a balcony or terrace wall. Owner use of any hazardous or potentially hazardous substances including, but not limited to paint, stains, solvents, sprays, propane, or other chemicals, is strictly prohibited within or on any Common Elements, including balconies, terraces, stairway sand windows.

6. The rooftop decks and community rooms within each Building shall be available for use by all Unit Owners and Permittees between the hours of 7:00 a.m. and 10:00 p.m. every day. The Board may adopt additional rules or a separate policy relating to the rental and use of such spaces (by members of the Community or by third parties) and may charge a reasonable fee for the same.

7. Satellite dishes, antennas or wiring shall not be affixed to the exterior of the Building or balconies or terraces adjacent to Units. Rather, upon approval of the Board, satellite dishes may be affixed on the inside perimeter of a balcony or terrace adjacent to a Unit, provided that they are affixed to the balcony or terrace in such a way that wind or other elements will not blow or move them around or off the balcony or terrace.

8. Owners shall be responsible for obtaining, maintaining, and keeping in good repair all window treatments. No window coverings shall be of a bright color as reasonably determined by the Board. Owners are encouraged to obtain approval of window covering colors prior to purchase and installation if not backed by a neutral/earth tone color.

9. Owners shall not change the color of the entry doors to any Units unless authorized by the Board.

10. Owners may not place any film on the surface of, or tint, any window surface in a Unit or on a Unit balcony.

11. The sidewalks, driveways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Project unless otherwise authorized by the Board.

12. The Board or Managing Agent may retain a key to each Unit within the Project. If keys to any door are lost, the Owner shall immediately notify the Managing Agent, and the Managing Agent shall replace the door core and keys. Any Owner shall not re-key doors on his or her own. The Owner shall be responsible for all expenses associated with re-keying any door, which shall initially be a fee to Managing Agent in the amount $100.00 (as may be modified from time to time by the Managing Agent). Failure to comply with the requirements of this paragraph could result in forced entry by the Managing Agent. If an owner chooses to replace your lock with a numeric keypad, the owner must use a Schlage Encode Smart WiFi Deadbolt with a Century Trim and Satin Nickel finish (Schlage Model BE489WB CEN 619) and reuse the lock cylinder from your original lock.

13. Each unit will be provided with key fobs for access to the Timber Ridge Village buildings at closing based on unit size: two (2) fobs for Studios, One-Bedroom, and Two-Bedroom units; three (3) fobs for Three-Bedroom units; and four (4) fobs for Four-Bedroom units. Malfunctioning or defective fobs

may be exchanged at no charge. Replacement fobs due to loss, damage, or requests for additional fobs will be available for a fee of $30 per fob.

14. All supply hoses serving appliances shall be properly installed and "burst resistant."

15. In addition to the restrictions set forth in the Declaration the following rules apply with respect to pets. Any dogs kept by an Owner must be registered with the Association and proof of rabies vaccination is required. Pets may not engage in offensive or prolonged noises such as persistent barking. Owners should report any persistent barking or other offensive or prolonged noises to the Board or Managing Agent. If a Pet(s) becomes noisy, menacing or obnoxious to other residents, and the Owner is unable to correct the problem after written request or notice by the Managing Agent or an officer of the Association, the Owner will be required to permanently remove the Pet(s) from the Community. Fines may also be imposed as deemed reasonable by the Board. Pets are not permitted to run free outside of a Unit at any time. When outside of a Unit, pets should be on leashes at all times when being walked by their Owners. Owners of pets must pick up the waste created by their pets immediately. Owners are responsible to prevent pets from damaging or soiling any landscaping, hallways, buildings or property owned by others. Pets may not be tethered to any of the Common Elements. A pet owner is fully responsible for all cleaning and repair fees if the Association or Managing Agent determines (in its sole discretion) that such Owner's pet is responsible for any damage anywhere in the Community.

16. The storage of flammable or hazardous material that may unreasonably jeopardize the safety and welfare of any person or property is not permitted on or in the Project.

17. Owners shall solely use LED bulbs (specifically, "9W MAX LED PAR20" bulbs) in all recessed can fixtures in the Unit and shall not replace the bulbs in the recessed can fixtures with non-LED bulbs. Non-LED bulbs cannot be used in the Units per manufacturer requirements and Town of Vail energy regulations.

18. No person shall do or permit anything to be done within the Project or bring or keep anything therein that would conflict with health and safety laws or with any insurance policy of the Association or with any rules of the Association or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Project.

19. No waterbeds are allowed in any Unit.

20. No Owner shall make or permit any disturbing noise within his Unit or the Common Elements, nor shall any Owner permit to be done anything that does or may unreasonably interfere with the rights, comforts or convenience of other Owners or occupants. No amplified sounds of any nature may be emitted from any balcony, deck or terrace within the Project, and no stereo or stereo speakers may be used on any such balcony, deck or terrace. Quiet hours for radios, stereos, etc. are from 11:00 pm to 8:00 am. Following completion of construction of the entire Community, construction noise will only be allowed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Following completion of construction of the entire Community, no noise-generating construction will be allowed on weekends. The restrictions on construction related noise shall not apply to the initial construction of any portion of the Community by Declarant.

21. Except for signs that may be erected by Declarant related to the development and sale of Units, and except for signs and flags prohibited from regulation as set forth in the Act, no signs, advertising posters, flyers, political placards, banners, flags, stickers, billboards, speakers, lighting, awnings, canopies or shutters of any kind shall be erected, placed, or permitted to remain on the Project without the prior written consent of the Board, nor shall any advertisement, announcements, or solicitation of any kind be distributed or passed out in any part of the Project, without prior written consent of the Board.

22. No awnings, trellis or other structure or projection shall be attached to the terraces or outside walls of the building without the prior written consent of the Board.

23. Each Owner shall obtain the prior written consent of the Board (in addition to any approvals required by the Town) prior to replacing a washer-dryer vent to ensure that it shall be the same in appearance and function as the vents originally installed by the Declarant.

24. All deliveries and moving of furniture, fixtures, equipment and other household items to and from the Units shall be made through designated walkways only and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or occupants of any other Units. All deliveries and moves shall be conducted during designated moving hours.

25. Owners shall not place a load on any floor exceeding the floor load per square foot area that the floor was designed to carry and that is allowed by law or that may, in the reasonable opinion of the Board, constitute a hazard to or may damage the Building.

26. No grills are allowed anywhere on the Project.

27. Bicycles must be stored in Units, locked at outdoor bike racks or stored in the common bicycle storage rooms located within each Building, but are otherwise not allowed to be stored on or in any other Common Element. E-bikes must be stored in the bicycle storage rooms located within each Building and shall not be stored in Units.

28. Scooters, mopeds, motorcycles and other gas-powered vehicles are not allowed to be stored in Units, or in Limited Common Elements, except for the relevant Owner's parking space.

29. In the event an automotive lift is located within a Parking Space, the lift shall be privately owned by the applicable Unit Owner and shall not be owned, maintained, inspected, or controlled by the Association. Each Unit Owner shall be solely responsible for the condition, maintenance, repair, safe operation, and use of any automotive lift located within such Owner's Parking Space.

    All automotive lifts shall be operated in accordance with the applicable manufacturer's specifications, rated capacities, operating instructions, and safety recommendations. No lift shall be modified, overloaded, or used in a manner inconsistent with its intended design or manufacturer requirements.

    Each Unit Owner shall be responsible for maintaining access to the applicable manufacturer's operating guidelines and safety information for such Owner's lift and shall ensure that all use of the lift by the Owner, occupants, guests, tenants, invitees, or other Permittees complies with such guidelines and these Rules.

    Appropriate personal protective equipment shall be required during lift operation, including, at a minimum, closed-toe footwear, eye protection, and gloves where appropriate or where recommended by the manufacturer.

    The following uses are prohibited: (a) exceeding the lift's rated capacity; (b) use of the lift by unauthorized individuals; (c) commercial, business, or repair-for-hire use of the lift; (d) use inconsistent with manufacturer recommendations; (e) parking or storing electric vehicles on the lift at any time; and (f) using or operating any lift that the Owner knows, or reasonably should know, is unsafe or in need of repair.

    Electric vehicles are permitted only on the lower level of the Parking Space and shall not be parked or stored on the lift at any time.

Upon transfer of a Unit or Parking Space containing or served by an automotive lift, the succeeding Owner shall be responsible for compliance with these Rules before operating or permitting operation of the lift. The obligations set forth in this section shall apply to all current and future Owners, occupants, tenants, guests, invitees, and Permittees.

The Association may, but shall not be obligated to, restrict use of any lift that presents a visible safety concern, violates these Rules, conflicts with applicable law or insurance requirements, or creates an unreasonable risk to persons or property. The Association's adoption or enforcement of these Rules shall not be construed as assuming responsibility for the inspection, maintenance, condition, safety, operation, or use of any privately owned lift. To the fullest extent permitted by law, all use of any automotive lift shall be at the sole risk of the applicable Unit Owner and user.

30. Smoking is prohibited in and around all Common Elements, including, without limitation, balconies or decks allocated as Limited Common Elements to individual Units.

31. Showing of Units for sale or lease by Owners may be conducted at any hour as long as showings do not unreasonably disturb other residents. For-sale signs, open house signs, for-lease signs and other signage are prohibited within the Project except for signs erected by Declarant. Open houses must be monitored by Owner.

32. An Owner shall have the right to lease his/her/its Unit in its entirety upon such terms and conditions as the Owner may deem advisable; provided, however, that: (a) such lease shall comply with all requirements and limitations set forth in the Deed Restriction; (b) no Owner shall lease for transient, bed and breakfast or hotel purposes; (c) all leases shall be in writing and shall provide that the lease is subject to the terms of the Association Documents and a copy of these Rules shall be provided to the lessee with the lease; (d) Units may be leased only for the residential uses; (e) any failure of a lessee to comply with the terms of any of the Association Documents shall be a default pursuant to the lease enforceable by the Association as a third-party beneficiary, whether or not the lease contains such a provision; and (f) any Owner who leases his/her/its Unit shall, within three (3) days after the execution of such lease, forward a copy of the same to the Association. In order to assure Owners of eligibility of the Project for any Agency financing, the Association may adopt additional rules with respect to rental of Units to non-Owners.

RENOVATION AND CONSTRUCTION PROCEDURE

1. Work hours for contractors and/or Owners undertaking renovation work will be 8:00 am 5:00 pm Monday through Saturday or on Sunday with prior Board approval.

2. Contractors must have a certificate of insurance for liability and workers' compensation insurance on file with the Managing Agent's office prior to the commencement of work. Insurance requirements for all contractors performing work on behalf of any Owner are attached hereto as *Exhibit A*.

3. Owners are responsible for any damage caused by their actions as well as the actions of their contractors and agents.

4. There is no contractor parking allowed on the Property.

5. Materials, supplies, tools and equipment may not be stored in or on the Common Elements at any time, including but not limited to, driveways and balconies.

6. Association trash and recycling receptacles are not to be used by Owner or contractor for renovation debris. All such debris is to be removed from the Property by Owner or contractor on a daily basis.

7. The Association may charge an Owner for any damage to any Common Elements or adjacent Units and for any cleaning fees incurred as a result of construction activities by or for the benefit of such Owner.

The foregoing Rules and Regulations have been approved and adopted by Timber Ridge Village Owners' Association, Inc, a Colorado nonprofit corporation, effective as of the 14th day of September, 2026.

TIMBER RIDGE VILLAGE OWNERS ASSOCIATION, INC, a Colorado nonprofit corporation

By: _____
Michael O'Connor, President

EXHIBIT A
to
TIMBER RIDGE VILLAGE OWNERS' ASSOCIATION, INC.
RULES AND REGULATIONS

Contractor Insurance Requirements

1. INSURANCE COVERAGES

A. Workers' Compensation. Workers' Compensation insurance with statutory limits in compliance with the laws of the State of Colorado, along with Employer's Liability insurance, including Occupational Disease coverage, meeting the requirements and minimum limits listed below:

$500,000	Bodily Injury Each Accident;
$500,000	Each Employee; and
$500,000	Aggregate – Policy Limit.

Such insurance shall include "other states" insurance, so as to include all states not named on the declarations page of the insurance policy, except for the monopolistic states.

Association requires all parties to carry this insurance regardless of eligibility for waiver or exemption of coverage under state statute.

B. Commercial General Liability. Commercial General Liability insurance must be written for the following policy limits:

$1,000,000	Per Occurrence, Combined Single Limit for Bodily Injury and Property damage;
$2,000,000	General Aggregate; and
$2,000,000	Products/Completed Operating Aggregate.

Coverage shall be written on the Standard Insurance Service Office (ISO) Policy form or its equivalent, and shall include broad form contractual, broad form property damage, personal injury, premises operations, products/completed operations, independent contractors and subcontractors), fire legal liability, and coverages for XCU.

General Liability, including products/completed operations, must be carried for a minimum of three years from completion of Contractor's Work on-site, or as required by the Contract Documents.

C. Umbrella and Excess Liability. Umbrella and Excess Liability insurance must be written for the following policy limits:

$2,000,000	Per Occurrence; and
$2,000,000	Annual aggregate limit.

Coverage must follow primary policy form.

D. Commercial Automobile Liability. Commercial Automobile Liability insurance covering the use of all owned, non-owned, and hired automobiles used in connection with work by contractor at the Project, both on and off the jobsite, containing combined single limit of $1,000,000 per accident.

E. Pollution/Professional Liability. Association will determine on an individual contract basis what, if any, coverage shall be carried and what minimum limits will be required.

F. Equipment Policy. Equipment Policy providing coverage for contractor's equipment and tools brought onto the Project.

2. CONDITIONS

A. All of the above insurance shall be endorsed to contain the following wording:

> "This insurance will not be cancelled without at least thirty (30) days advance written notice to Timber Ridge Village Owners' Association, Inc."

B. Such other insurance as the contractor may carry with respect to its operations and/or property is at its own expense and risk.

C. All insurance companies providing coverages must be acceptable to the Association.

D. Such insurance shall be primary and non-contributory with any other insurance and shall be in a form and from insurance companies acceptable to Association.

E. The required insurance limits may be provided through a combination of primary and umbrella/excess policies.

F. All policies of insurance, as allowed by statute, that are in any way related to the work or services by contractor at the Project, including those that are secured and maintained by consultants and contractors, shall include a provision providing that each party and their insurance carriers shall waive all rights of recovery under subrogation or otherwise, against additional insureds.

3. CERTIFICATES AND THIRTY-DAY NOTICE

Each contractor, prior to commencing with any work at the Project, shall provide certificates of insurance, in a form and with content acceptable to Association, evidencing compliance with the insurance requirements throughout the duration of such work and shall provide a copy of the policy upon request. The insurance required shall be with licensed and qualified insurance companies acceptable to the Association.