

WINFIELD ARMS CONDOMINIUMS RULES AND REGULATIONS

Revised November 1, 2019

Revised April 6, 2021

Revised December 22, 2022

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1. General Principles

- a. Winfield Arms Condominiums (the "*Winfield*") is a 26-unit residential building with limitations on rentals.
- b. The Rules and Regulations of the Winfield ("*R&Rs*") are designed to maintain property values, enhance the communal living experience and support ordinances adopted by the City of Aspen (the "*City*"), as well as the Declaration of Covenants, Restrictions and Conditions ("*Declarations*"), Bylaws and Governance Policies (collectively, "*Governing Documents*") of the Winfield Arms Condominium Association, Inc. ("*Association*"). Each of the Governing Documents are available for review and inspection at www.winfieldarms.org.
- c. These R&Rs are subject to amendment and additions by the Association's Board of Directors ("*Board*").

d. The Board may levy fines for infractions of any R&Rs, as more particularly set forth in these R&Rs and in Section 7B of the Governance Policies.

e. Deeded owners (“Owners”) are responsible for informing their paying tenants (“Tenants”) and their non-paying family members and guests (“Guests”) of the R&Rs, for enforcing the R&Rs, and jointly and severally with their Tenants or Guests, for paying any fines resulting from violations by such Owners, Tenants, or Guests.

2. Certain Definitions

a. General Common Elements: Everything except the interior of the Owners’ units (each a “Unit” and collectively, the “Units”), including front sidewalk, entry and side walkways, yards, trash and recycling areas, hot tub area, driveway, garage, entrances, halls and stairways, and storage units (see Declarations, Page 2, Section 1.g.).

b. Limited Common Elements: Those parts of the Common Elements reserved for the exclusive use of the Owner of a Unit, including balconies, individual parking spaces in the garage and alley, and garage storage units (see Declarations, Page 3, Section 1.h.).

c. Common Personal Property: Movable property that is the common property of all Owners, including folding tables in laundry rooms, artificial plants in foyer, framed pictures hanging in hallways, and chairs and barbeque utensils in the hot tub/barbeque area.

d. Managing Agent: Diane Spicer of Aspen Places 970-925-2860
Diane@AspenPlaces.com Contact the Managing Agent for security issues, maintenance issues, emergencies, and violations of the R&R’s.

3. Complaints, Concerns, Suggestions

a. Any Owner or such Owner’s Tenants and Guests (each a “Resident” and together, “Residents”) may submit a complaint, concern or suggestion to the Managing Agent and may send a copy to the President of the Association (“President”). Complaints should be submitted to the Managing Agent in writing and/or via e-mail within a reasonable time after the incident and should include: the Resident or other person violating the R&Rs, the time, date, and nature of the complaint or incident, any known witnesses, and any photographs.

b. The Managing Agent promptly will notify the Owner and his/her Tenant or Guest, if applicable, of any complaint, and, with the Board’s prior approval, of any fine imposed or other remedial measures required. If requested, the Owner will have an opportunity for a hearing before the Board regarding the complaint, and any fine or other remedial measure imposed.

c. Residents are encouraged to notify the Managing Agent of any complaints, violations of the R&Rs, or other problems regarding maintenance, cleanliness, or management of the Winfield.

4. Non-Emergency Communications & Emergency Communications

- a. If an Owner has an issue, the Owner should communicate the issue to the Property Manager. The Property Manager will handle the issue, and, if appropriate, involve any applicable Tenant, any other applicable Owner, and/or the Board.
- b. If a Tenant has an issue, the Tenant should communicate the issue to the Tenant's Owner. The Tenant's Owner should then communicate the issue to the Property Manager. The Property Manager will handle the issue, and, if appropriate, involve any applicable Tenant, any other applicable Owner, and/or the Board.

In case of emergencies: Call 911

Fire Department: 970-925-5532
Police Department: 970-920-5090

If/When necessary, call the Property Manager to arrange for posting notices on doors, or calling or emailing Owners and Tenants. 970-925-2860

5. Security

- a. Incidence Reporting: For the safety, wellbeing and protection of all Residents and the physical building, all Residents are responsible for reporting violations of the R&Rs, suspicious activities, and breaches of building security such as, but not limited to, threatening behavior by Residents or their guests, theft of personal or Common Personal Property, damage to General and Limited Common Elements, violations of the no smoking policy, acts of vandalism, disturbances, and/or excessive noise. All such matters should be reported as soon as possible in writing and/or via e-mail to the Managing Agent.
- b. Emergencies: *Residents should call 911 for immediate attention in the event of an emergency.*
- c. Cameras: Security cameras are monitored by the Managing Agent and may be monitored by the Board. Any reported violation of the R&Rs, incident, altercation, theft, breach of security, or property damage will prompt a review of the security camera video by the Managing Agent and/or the Board.
- d. East Side Door: The door at the east entrance of the Winfield is to remain unlocked from 7:00 AM to 10:00 PM, seven days a week.

6. Keys

- a. Access: The Managing Agent retains a master key that opens all Units and may enter any Unit in case of an emergency (see e.g., Declarations p.13 - *Reservation for Access*).
- b. Changes: Before altering any existing lock or installing a new lock on any door to a Unit, the Resident for that Unit shall notify the Managing Agent. Lock changes can only be performed by Bill's Lock Repair 970-379-1988 or other locksmith approved by the Managing Agent, who will key the new lock to the master. Before changing any key code requiring access to a Unit, the Resident for that Unit shall provide the new key code to the Managing Agent.
- c. Lockouts: If a Resident is locked out of their Unit, the Resident may call on a 24- hour basis, Diane Spicer, Managing Agent 303-956-005. A charge of \$100.00 per incident is payable at the time service is rendered.

7. Noise and Nuisance

- a. Residents and their guests shall avoid making or permitting loud, disturbing, or objectionable language or noise, and using, playing, or permitting musical instruments, radios, phonographs, television sets, amplifiers, or any other instruments or devices in a manner that disturbs or may tend to disturb Residents of other Units.
- b. Amplifiers and other musical instruments shall not be played or permitted between the hours of 10:00 PM and the following 7:00 AM.
- c. Noise Restrictions on Remodels and Renovations: An Owner making modifications or alterations to their Unit shall abide by all noise restriction limitations from 7:00 PM to 7:00 AM, Monday through Saturday, all day Sunday, and all day on holidays.
- d. Violations of the Noise and Nuisance R&R's may result in a warning and/or, if approved by the Board in its sole discretion, a fine of \$150 or more per incident, such fine to increase if the violation persists or is repeated.

8. Pets

- a. Only Owner-occupied Units may have a dog. Owners are permitted a maximum of one dog and one cat. Exceptions will only be made to the one dog, one cat policy where the Owner can demonstrate that s/he had more than one dog and/or cat at the time s/he purchased the Unit, that the such purchase occurred prior to November 1, 2019, the date of this Section 7a was adopted, and that the dogs and/or cats at that time have not been replaced such that the new pets would violate the policy. Tenants and Guests will be allowed one cat with the prior written

consent of the Owner. Owners and their Tenants and Guests will be liable jointly and severally for any fines or violations of the pet policies by the Owners' Tenants or Guests.

b. Prior to permitting any pet in a Unit, the pet must be registered with the Managing Agent on the Resident Information Form (see Appendix A).

An Owner has the right to refuse to lease or permit use by Tenants or Guests who have pets. If the Owner gives prior written permission, service and emotional support pets may be permitted for Tenants or Guests consistent with Federal and State law, provided that the Owner and his/her Tenant or Guest strictly comply with the Assistance Animal Rules ("AARs"), including providing the Managing Agent with the documentation required by the AARs, which documentation must be received and approved by the Managing Agent at or prior to the time the pet is permitted to enter the Unit. Owners requesting service dogs shall register the dog with the Managing Agent on the Resident Information Form (see Section 7.b.), and provide all required documentation, prior to the time the pet is permitted to enter the Unit. If an Owner fails to comply with this Section 7c, the Board in its sole discretion may impose a fine of \$150 or more per incident, such fine to become a daily fine or increase in amount if the violation persists or is repeated.

d. The Owner and his/her Tenant or Guest are jointly and severally responsible for cleaning up after a pet and for the cost of all damage or injury caused by the pet.

e. The Owner and his/her Tenant or Guest, jointly and severally, are required to maintain control of the pet and ensure that the pet is not a nuisance, a hindrance, a danger, or a disturbance to other Residents. Permission for Owners or their Tenants and Guests to have a pet is revocable in the Board's sole discretion if the pet is a nuisance, a hindrance, a danger, or in any way a disturbance to any other Resident.

f. If any pet poses a danger to any Residents, the Owner or his/her Tenant or Guest must immediately remove the pet from the Winfield property.

g. Any complaint regarding any pet should be in writing and/or provided via e-mail to the Managing Agent and may be copied to the President. The Managing Agent will promptly notify the Owner and his/her Tenant or Guest of the complaint.

h. If the Managing Agent receives a second written complaint regarding a pet, which the Board determines to be valid, the Board may in its sole discretion revoke any permission to keep the pet at the Winfield, and the Owner or his/her Tenant or Guest will have a maximum of 15 days to remove the pet from the Unit and from Winfield. Any Owner or his/her Tenant or Guest whose permission to keep a pet has been revoked may appeal such revocation to the Board. Until the Board rules on the appeal, the Owner and his/her Tenant or Guest may not keep the pet in the

Unit or on the Winfield property and must comply with any conditions imposed by the Board pending the outcome of such appeal.

i. In the case of a pet posing a danger and ordered removed, if the pet is not removed from the Unit within 15 days of the removal notice, the Board in its sole discretion may impose a fine of at least \$250.00 per day until the Managing Agent confirms that the pet has been removed. The Owner and his/her Tenant or Guest shall have the burden affirmatively to prove to the Managing Agent that the pet has been removed.

j. If, within one year of a first violation of the pet policies, the Owner or his/her Tenant or Guest commits a second violation of the same or similar nature as the first violation, the Board in its sole discretion may impose a fine of \$250 or more per incident, such fine to become a daily fine or increase in amount if the violation persists or is repeated. The imposition of a fine shall not preclude an action for injunctive relief and/or for damages.

k. If a violation of the pet policies continues for more than 30 days without abatement, the Association may file an action in order for the fine to continue accruing (see City Code Section 5-30 to Section 5-33 - *Animals and Fowl*).

l. All of the foregoing pet policies in this Section 7 apply to pets possessed or owned by subtenants

9. Smoking

a. The Winfield is a totally non-smoking property. No smoking of any kind is allowed on the physical property, including without limitation, in individual Units, on balconies, patios, General and Limited Common Elements, in the hot tub area, entry and side walkways, front sidewalk, lawns, and parking spaces.

b. For violations, the Board in its sole discretion may impose a fine of \$150 or more per incident, such fine to increase in amount if the violation persists or is repeated.

10. Common Elements

a. Residents shall not obstruct passageways and General or Limited Common Elements for any purpose other than ingress to and egress from the Units.

b. Residents shall not place articles on or in any of the General or Limited Common Elements, except for articles of Common Personal Property.

c. Owners and their Tenants and Guests shall be jointly and severally responsible for paying for any repairs for damage they cause to the General or Limited Common Elements or Common Personal Property.

d. Unauthorized items left in General or Limited Common Elements are subject to seizure and may be discarded. If items are seized and discarded, the Board in its sole discretion may impose a fee of \$150.00 or more per incident, may be imposed. The Association shall have no liability for any personal property of Residents, authorized or unauthorized, left in any General or Limited Common Elements or that are seized and discarded.

e. No Resident shall post any advertisement or poster of any kind in or on any part of the Winfield, except on the Laundry Room bulletin boards.

11. Packages

Packages left in the entry or hallways are unsightly, create trip and other hazards, and are an invitation for unauthorized persons to enter Winfield Arms to try to abscond with them.

Accordingly, all Owners/Tenants shall be responsible to pick up or arrange for others to pick up packages left in the entry or the hallways within 48 hours of delivery.

If the package is not picked up within 48 hours, maintenance personnel will take a photograph of the package and send it to the Property Manager. Promptly, the Property Manager will notify the Owner/Tenant for the addressee of the package that it has been picked up and will be held for one week at the office of the Property Manager for pick up or for other arrangements.

After one week, if the Owner/Tenant has not picked up the package or made other suitable arrangements for it, the Property Manager will provide the package to a local charity, and, if no charity wants it, will discard it. At the same time, the Property Manager will notify the Owner/Tenant of the disposition of the package, including, if applicable, the name of the charity that took the package. Thereafter, the Property Manager and Winfield Arms will no longer have any responsibility for the package.

In the Property Manager's discretion, the Property Manager may charge the Owner of the Unit to which the package is addressed a reasonable storage and handling fee, which will become a lien on such Owner's Unit if not paid within 30 days. In no event will the Property Manager open the package unless instructed to do so in writing by the addressee.

12. Balconies and Patios

Balconies, terraces, and patios shall be used only for the peaceful enjoyment of Residents and their invited guests and shall not be used for hanging garments or other articles, or for cleaning rugs, household articles, or other items. Personal

items on balconies, terraces, and patios shall not be visible from General Common Elements.

b. No rugs or other materials shall be dusted or cleaned from windows, balconies, decks, or patios by beating, shaking, or otherwise.

13. Bicycles

a. Identification: All bicycles of Residents stored or left in the bicycle shed or outside bicycle rack must be identified by name and Unit number.

b. Spring Clearance: Each spring, or more frequently, if necessary, Residents will be notified that bicycles without current identification that are stored or left in the bicycle shed or outside bicycle rack will be removed.

c. Bicycle Shed: Only bicycles belonging to Residents may be stored in the bicycle shed located on the west side of the Winfield, and Tenants and Guests must remove their bicycles from the bicycle shed when their occupancies end. A Unit door key provides access to the bicycle shed. The Managing Agent keeps a master key that also opens the door to the bicycle shed.

d. Outdoor Bicycle Rack: The outdoor bicycle rack is for use by Residents and their guests only, and Tenants and Guests must remove their bicycles from the outdoor bicycle rack when their occupancies end.

e. Under no circumstances shall bicycles be placed or stored in General Common Elements, and such bicycles may be picked up and discarded after 24 hours' notice, with a disposal fee of \$100.00 per bicycle removed.

f. Bicycles are *not* permitted in the hallways, in individual Units, or chained or locked to the building. A Resident's bicycles may be stored in the underground garage only in parking spaces or individual storage units assigned to the Owner of the Resident's Unit, and Tenants and Guests must remove their bicycles from such spaces and units when their occupancies end.

14. Garbage, Trash and Recycling

a. The garbage dumpster is located at the southwest side of the Winfield and is to be used only by Residents for their normal household waste. The dumpster is not to be used for furniture, appliances, electronics, paint, demolition waste, or construction waste. The Owner or his/her contractor must arrange and pay for disposal of demolition or construction waste. Residents may call Habitat Restore for furniture donations and pick up.

b. Recycling containers located next to the dumpster are to be used only by Residents and only for recyclable items, such as newspapers, office paper, junk

mail, paperboard, juice containers, phonebooks, paper bags, cardboard, bottles, cans, and plastic containers. Plastic bags and Styrofoam are *not* to be placed in the recycling containers.

15. Hot Tub and Barbecue

- a. The hot tub and barbecue area of the Winfield is available solely for Residents and their invited guests who are accompanied by such Residents. Hours are 9:00 AM to 10:00 PM daily.
- b. No unescorted minors, glass, loud noise or music, or soap products are allowed in the hot tub and barbecue area.
- c. Residents using the hot tub and barbecue area must remove any trash, clean the barbecue grill, and replace the hot tub or fire pit cover after each use.
- d. Smoking is not allowed in the hot tub and barbecue area.

16. Laundry Rooms

- a. Laundry rooms are for Residents only. Hours are 7:00 AM to 10:00 PM daily.
- b. Residents are responsible for keeping the laundry areas clean, including picking up spills, removing lint from the dryers and disposing of empty containers in the outside recycling bins.
- c. Wastebaskets in the laundry rooms are intended only for lint trap debris and the like. No food or other waste may be disposed of in the laundry rooms.
- d. Bulletin boards are available only to Residents and only to post information regarding Winfield and information of general interest to Residents.
- e. Non-residents may not use the laundry rooms, and no Owner, Tenant or other Resident will authorize or permit a non-resident to use the laundry rooms.

17. Parking

- a. All parking spaces in the underground parking garage and outside alley are Limited Common Elements.
- b. Each parking space is restricted to Residents of the Units whose Owners are assigned such space and their invited guests. Illegally parked vehicles will be towed or booted at the vehicle owner's expense.
- c. Each parking space in the underground garage and the outside alley is for a motor vehicle only, except bicycles may be parked in the underground parking

spaces but not in the outside alley parking spaces. The motor vehicles must be licensed, operable, and of a length and width that does not obstruct other parking spaces or the thoroughfare while being at least one foot from any of the building appurtenances (fences, utility boxes, exterior walls, etc.). If a bicycle and motor vehicle are parked in one parking space in the underground garage, they may not protrude into other parking spaces or the thoroughfare.

d. Owners with exclusive use of an underground garage parking space will be allowed a storage unit that does not extend beyond the width of their parking space for which they have exclusive use. The addition of or modification to an existing storage unit must first be approved by the Board in writing.

e. No vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking space or to entrance to or exit from the garage or alley.

f. The Owner is responsible for moving or arranging to move the vehicle when required for plowing, cleaning, maintenance, or emergencies.

g. Users of vehicles will strictly observe City ordinances regarding engine idling and noise restrictions.

h. Assigned parking spaces may be loaned or rented to another Owner in the building, to a Tenant or Guest occupying the Unit assigned to the parking space, or to a non-Owner, but may only be sold to another Owner.

i. If an Owner permits a non-Owner to use a parking space assigned to the Owner's Unit, the Owner is required to provide to the Managing Agent the non-Owner's name, address, email, and telephone number, the vehicle's make, model, color, and license plate number, the duration of such use, and the parking space being used.

18. Storage Lockers

a. Each Unit is assigned one storage locker located in the underground parking garage, and each Owner is responsible for prominently labeling his/her storage locker with his/her Unit number.

b. The Association assumes no liability, nor shall it be liable, for any loss or damage to any article stored or placed in any General or Limited Common Elements or storage locker area.

c. All items must be placed inside the storage locker. Nothing is to be stored above the storage locker.

d. Storage lockers located on the second and third floors of the Winfield remain the property of the Association.

19. Signs

a. No signs, pictures, notices, or other placards may be posted in windows, outdoor or other General or Limited Common Elements without the written permission from the Managing Agent or the Board, including “For Sale” or “For Rent” signs; *provided, however*, any notices required by the City of Aspen may be posted to the extent, and in such manner, as required by the City of Aspen.

20. Short-Term Rental Restrictions & Restricted Use of Owners’ Units by Paying Tenants and Non-Paying Guests

a. Per the Declarations, short-term (less than six months) rentals are limited to two short-term rentals of any length during one calendar year (“*Rental Restrictions*”). The Rental Restrictions mean that an Owner may not lease his/her Unit pursuant to a written, oral, or implied agreement for compensation of money or other thing of value, directly or indirectly, in return for the right to occupy the Unit for less than six months more than twice during the calendar year. If the Rental Restrictions are violated, the Board may impose a fine in an amount to be determined in the Board’ sole discretion. In setting such fine and to deter violations, the Board may take into consideration imposing a fine in an amount that will make the unauthorized rental unprofitable or that effectively requires a disgorgement of the rent paid pursuant to the unauthorized rental.

b. No Unit shall be advertised for short term rentals in violation of the Rental Restrictions, including without limitation on line services that promote daily rentals, such as www.airbnb.com or www.vrbo.com, that are inconsistent with the Rental Restrictions. The Managing Agent and the Board may monitor online and other advertising services for purposes of ensuring compliance with the Rental Restrictions.

c. For security and compliance purposes, prior to permitting occupancy by any Tenant, an Owner must provide to the Managing Agent on the Resident Information Form (see Appendix A) the information requested on that form, including: each Tenant’s name, mailing address, email address, and telephone number; a copy of the lease if in writing or a description of the lease if not in writing; the start and end dates of the lease; and whether any Tenant has a pet.

d. Prior to permitting occupancy of his/her Unit, the Owner must provide the R&Rs to each Tenant by attaching the R&Rs to the lease or by otherwise delivering the R&Rs to the Tenants and must also place a copy of the R&Rs in a prominent place in the Unit. Prior to permitting occupancy, each Tenant must deliver to the Managing Agent a signed affidavit attesting to the fact that the Tenant has read and fully understands the R&Rs (see Appendix B).

e. If the Owner or Tenant fails to provide the Managing Agent with the Resident Information Form and the R&Rs on or prior to the commencement of Tenant's occupancy, the Board in its sole discretion may impose a fine of \$150 or more per incident, such fine to become a daily fine or increase in amount if the violation persists or is repeated.

f. The Rental Restrictions do not apply to the Owner's immediate family members or close personal friends who use the Owner's Unit with the Owner's permission without compensation to the Owner of any kind, directly or indirectly, monetary, or non-monetary ("Guests"). However, to assist in compliance with these R&Rs, the Resident Information Form and R&Rs Affidavit requirement of Sections 8c, 8d, and 8e shall apply to use of the Owner's Unit by Guests.

g. The foregoing requirements and policies for paying tenants and non-paying guests in this Section 8, including Rental Restrictions, Resident Information Form, and other rules, apply to subleases and cannot be circumvented with subleases. An Owner's lease must contain a clause that prohibits subleases without the Owner's knowledge and written consent. Each sublease for less than one-year counts as one short term rental for purposes of the Rental Restrictions; provided, however, that, in exceptional circumstances, the Owner may request that the Board permit a sublease without having it count as an additional short-term rental

21. Fines

a. Notwithstanding anything to the contrary contained herein, the Board has the right in its sole discretion to assess fines against Owners, Tenants, and Guests for violations of the R&Rs in amounts to be determined by the Board in its sole discretion. The amounts listed above for potential fines are advisory and not mandatory.