

October 26, 2018

Dear Owner,

Attached is a copy of the recently approved Rules and Regulations for Highland P.U.D. Association.

If you have questions, please contact me by email at [david.mcdaniel@vacationclub.com](mailto:david.mcdaniel@vacationclub.com).

Sincerely,

*David McDaniel*

General Manager

Marriott's Streamside at Vail

RULES AND REGULATIONS  
FOR  
HIGHLAND P.U.D. ASSOCIATION

These Rules and Regulations (“Rules”) for Highland P.U.D. Association (“Association”) are adopted by the Board of Managers of the Association (“Board”) on September 26, 2018 in accordance with the Declaration, Articles of Incorporation and bylaws of the Association and Colorado law, and supersede any and all previous Rules of the Association. The primary purpose of these Rules is to protect Members and Guests (defined below) from annoyance and nuisance. These Rules may be enforced by the Board of Managers or the Management Company (“Manager”). All Members and Owners shall be referred to together as “Members.” A Member’s occupants, renters, exchangers, tenants, licensees, employees, agents, guests, family members, dependents and visitors shall be referred to together as “Guests.” As used in this document, “Property” refers to all property owned by Highland P.U.D. Association, including the Common Area and club house. Members and Guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not. Neither the Board nor Manager shall be responsible for any noncompliance or violation of these Rules by said Members and Guests. The terms used herein with initial capital letters shall have the meanings given to them in the Declaration, except as expressly otherwise provided herein.

- FACILITIES. The recreational and other facilities that are part of the HPUD Common Area are for the exclusive use of Members and Guests. Members and Guests shall observe all posted Rules governing the use of the Common Area whether or not they are expressly set forth in this document. Members and Guests may be asked to leave the Property for noncompliance with any of the Rules. Any damage to the buildings, recreational facilities, equipment or furnishings of the Property caused by any Members or Guests shall be repaired at the expense of the Member or Guest responsible.

- GENERAL CONDUCT. Members and Guests are required to use the Common Area in an appropriate and reasonable manner. Public intoxication, loud or obnoxious activities, and rough housing are not permitted on the Property. No one is permitted on the roof of any building within the Property for any purpose without the express approval of the Manager.

- NOISE. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Members or Guests to abate the noise transmission. In order to ensure the comfort of all Members and Guests, radios, stereo and television sets, and any and all other such audio equipment generating noise, should be turned down to a minimum volume so as not to disturb other persons on the Property between the hours of 10:00 p.m. and 8:00 a.m. All other unnecessary noises between these hours should be avoided.

- USE OF SWIMMING POOL and HOT TUBS AND OTHER RECREATIONAL FACILITIES. Member’s and Guest’s use of any swimming pool, hot tubs, fitness center, or other exercise or recreational facilities made available to them, do so at their own risk. Persons using recreational facilities must be appropriately attired. All Members and Guests shall obey the posted rules and comply with local and state ordinances then in effect. Children under fourteen (14) years of age using any swimming pool or other available recreational facility in any area of the Property must be accompanied and supervised by a responsible adult. Swimming in

the pool and use of the hot tubs is permitted only during the posted hours of operation. **No lifeguard will be in attendance at the pool or hot tubs. No glass** containers are allowed within the pool or hot tub areas.

- SMOKING. Smoking shall only be permitted in designated outdoor areas. Smoking of any substance is prohibited in any building on the Property. This policy applies to all Members, Guests, employees, agents, consultants, contractors, tenants, and invitees. The term “smoking” shall include inhaling, exhaling, burning or using i) any tobacco product, *e.g.*, cigarette, cigars, or similar products, ii) any alternative nicotine products; iii) electronic cigarettes, vaping or other similar products, and iv) marijuana or any similar product, in any manner or any form, whether or not such use is legalized in the State of Colorado. Failure to comply with this non-smoking policy by the Member or Guest shall result in a cleaning fee equal to the lesser of \$250.00 or the maximum amount permitted by applicable law, which shall be a personal charge assessed to the Member or Guest, following any applicable procedural requirements.

- PARKING. No vehicle belonging to any Member or Guest shall be parked in any unauthorized area or in such manner as to impede or prevent access to the vehicle of another Member or Guest or any fire lane. Members and Guests shall obey all posted parking regulations. Vehicles parked in any unauthorized areas or impeding another Member’s or Guest’s parking space or any fire lane are subject to being towed away at the sole expense of the Member or Guest. No repair of vehicles shall be made within the Property. No one shall store or leave boats, trailers, mobile homes, recreational vehicles on the Property without written consent of the Manager. Members and Guests may not park vehicles in spaces designated for handicapped persons unless they fall within this category of individuals. The Association or Manager shall have the right to notify local authorities of any such violations. No vehicle shall be parked at any time in a manner that will prevent proper snow removal from the Property.

- ANIMALS. No livestock, or other live animals, birds, fish, reptiles, poultry, or pets of any kind, shall be kept or allowed on the Property. This provision is not applicable to assistance animals defined by the Americans with Disability Act and the Federal Housing Administration. Nothing herein shall hinder full access to the Property by individuals with a disability.

The Association desires to make reasonable accommodations for persons with disabilities, in accordance with applicable law and subject to certain terms and conditions. Accordingly, the Association has implemented the following supplemental rules for all persons who bring service animals onto the Property pursuant to this Section:

- A service animal may not be secured or left unattended within the Property. A service animal not under the control of its handler shall be removed from the Property.
- Members or Guests will immediately remove service animal’s droppings from the Property and dispose droppings in a sanitary fashion.
- A service animal found to pose a direct threat to the health or safety of any Members or Guest, employee or other person at the Property shall be

immediately removed upon Manager's request to the person with the service animal.

- Members or Guests with a service animal are responsible for any and all damages to persons and/or property caused by the service animal, including, without limitation, any damage to the Property.

- SIGNS. No Member or Guest may erect, affix, or place any signs, electrical or otherwise, or post any handbills or other advertising matter on any part of the Property. No signs, signals or lettering shall be inscribed or exposed on any part of the buildings on the Property, except with the prior written approval of the Manager. In contemplating its approval, the Manager shall have the right to consult with a design professional prior to making its decision and the cost thereof shall be borne by the Member or Guest requesting the sign, signal or lettering.

- DESTRUCTION OF OR MISSING PROPERTY. Neither Members nor Guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings or improvements of the Property. The Member or Guest shall be responsible for any such damage along with any theft or breakage of or damage to the Property and shall reimburse the Association for all costs and expenses to repair or replace such damage.

- OBSTRUCTIONS. Except for housekeeping and service carts, all areas intended for common use must be kept open and shall not be obstructed in any manner. Skis, ski poles, bicycles, kayaks, sailboards and other large or bulky sports or other equipment shall be stored in areas designated by the Association or Manager. No part of the Common Area may be used for storage, vehicle repair, or construction, unless written permission is given for such use by Manager.

- CLEANLINESS. All garbage and refuse from the Common Area and the Project shall be deposited with care in garbage containers intended for such purposes only at such times and in such manner as the Association or Manager shall direct.

- SOLICITATION. There shall be no solicitation by any person anywhere on the Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the Manager.

- GUESTS. Guests should check in at the club house front desk upon arrival. Members will be responsible for compliance by Guests with these Rules.

- STORAGE OF DANGEROUS ITEMS. No flammable, combustible, or explosive fluid, chemical or substance, shall be kept in or within any part of the Property, except as required for normal household use.

- USE OF TRANSPORTATION. The Association's shuttle system is a community amenity that runs on an approved schedule. Members and Guests desiring to use the shuttle should make every attempt to show up and load prior to a scheduled departure time. Harassment of the driver will not be tolerated and may result in suspension of use privileges.

• VIOLATIONS OF RULES AND REGULATIONS. Violations of these Rules should be reported to Manager. Violations may result in fines imposed by the Association after notice and opportunity for a hearing. Fines shall be levied as follows: 1<sup>st</sup> offense- notice of infraction; 2<sup>nd</sup> offense - \$50.00; continued infractions - \$100.00. The Board may levy a fine, not to exceed \$500.00 for violation of any of these Rules and may seek judicial enforcement of such Rules by injunction or other means.

If a Member or Guest is found to be in violation of these Rules, the Manager may deny the Member or Guest access to specific areas of the Property, i.e., Common Area that may include the recreational facilities, and transportation services.

• COMPLAINTS. Complaints regarding the Property, services or violations of these Rules shall be made to Manager.

• COMPLIANCE WITH LAWS. No person shall do or permit anything to be done within the Property, or bring or keep anything therein which would conflict with health and safety laws or with any insurance policy of the Association or with any rules of the sub-associations or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Property.

HIGHLAND R.U.D. ASSOCIATION

By

Al Batey 26 Sept 18  
Al Batey, President