

The Riverwalk Ruby Building Association Rules and Regulations

TABLE OF CONTENTS

I. INTRODUCTION	3
II. DEFINITIONS	3
III. COMMON AREAS	4
IV. MINIMAL HEATING	4
V. REFUSE REMOVAL	5
VI. UNIT ACCESS	5
VII. ANTENNAS AND SATELLITE DISHES	5
VIII PETS	5
IX. HAZARDOUS MATERIAL	6
X. NUISANCES	6
XI. SIGNS	6
XII. DELIVERIES	6
XIII. UNIT MOCIFICATIONS	6

ARTICLE I
INTRODUCTION

The following rules and regulations for The Riverwalk Ruby Building Association, promulgated by the Executive Board of the Riverwalk Ruby Building Association, Inc. pursuant to Section 11.1 of the Condominium Declarations for The Riverwalk Ruby Building Association (the Association) and adopted by unanimous vote of the Executive Board become effective January 1, 2009, shall govern the use and occupancy of all Units and shall be deemed in effect until amended by the Executive Board, and shall apply to and be binding upon all Owners and their Tenants. These Rules and Regulations are adopted by the Executive Board pursuant to Section 4.4.2 of the Bylaws of the Association (the Bylaws"). These rules and regulations may be amended and/or supplemented from time to time by the board of directors.

All Owners shall, at all times, obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their tenants, employees, families, guests, invitees, servants, and persons over whom they exercise control and supervision. These Rules and Regulations are subordinate to and designed to further the purposes and intent of the Declaration of Covenants, Conditions, and Restrictions for the Association, as amended (the "Declaration"). In the event that there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall control.

These Rules and Regulations are designed to make living and working in the Ruby Building pleasant and comfortable and to ensure harmonious relations. As neighbors, all of us have rights and obligations. The regulations that we impose upon ourselves as Owners are of the mutual benefit and comfort for everyone in the building. Objectionable behavior is not acceptable even if it is not specifically covered in these rules. It is the responsibility of Owners to see that their relatives, employees, guests, or lessees do not violate these rules.

Rules and regulations to be effective must be enforceable. According to section 4.4.1 of the Bylaws and the building enforcement policy, the executive board may impose penalties and fines for all violations by owners, their tenants, employees, families, guests, invitees, servants, and persons over whom they exercise control will be acted on as follows:

Fine Schedule. The following fine schedule has been adopted for all recurring covenant violations:

First violation	Warning letter
Second violation (of same covenant or rule)	\$100.00
Third violation (of same covenant or rule)	\$500.00
Fourth and subsequent violations (of same covenant or rule)	\$1,000.00

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

Subsequent Violations. subsequent violations are defined as violations of Owner obligations that are uninterrupted by time. Each day of noncompliance with such violations constitutes a separate violation. *For example: the failure to remove an unapproved exterior improvement or the continuous parking in a fire lane.*

If an Owner is determined as having a continuous violation, in accordance with the terms of this Policy and depending on the nature and severity of the violation, such Owner may be subject to a daily fine of \$50.00 each per day per covenant if not corrected, following a notice and opportunity for a hearing as set forth in the enforcement policy.

ARTICLE II
DEFINITIONS

The following rules and regulations, except as otherwise expressly stated, apply to all Owners and their families, Tenants, employees, agents, invitees, and guests with respect to the use of the condominium units, commercial space, common areas, and any other portion of the Ruby Building. For purposes of these rules and regulations, "Tenant" shall mean persons under a valid lease for a commercial or residential unit; "Guest" shall mean all persons other than owners and tenants, including their employees. Terms not specifically defined in these rules and regulations shall have the meaning attached to such terms in the declaration for the Riverwalk Ruby Building Association.

ARTICLE III
COMMON AREAS

The lobbies, balconies, stairways, patios and hallways shall be used only for the purpose intended, and shall not be used for drying, hanging or storing objects. The lobbies, stairwells and hallways 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 Executive Board. Entrances to each unit must not be used for storing personal effects or any other items. Decorating items must be in harmony with the general hallway décor and approved by the board. Items on residential patios may include such things as patio furniture, grills, decorative flowers and seasonal decorations are to be removed after an appropriate length of time.

No person shall do or permit anything to be done within the Project, 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 Association or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Project.

No part of the Common Elements or garage may be used for storage, vehicle repair, construction or any other purpose unless the Executive Board gives specific written permission for such use. If, in the judgment of the Executive Board, any item must be removed from the applicable area of the Common Elements, the Owner of said item shall be charged for the cost of such removal.

There shall be no obstruction of the Common Area, nor shall anything be kept, placed, used or stored on any part of the Common Area by Owner, Guests or Tenants without the prior written approval of the Ruby Association. Nothing shall be altered on, constructed in, or removed from the Common Area by any Owner without the prior written approval of the Master Association

No activity may be performed within Common Area which may cause damage and/or leave trash without prior written approval of the Board of Directors. Unit Owners shall take reasonable measures at all times to clean up after their employees, family guests, Tenants, invitees, pets and persons over whom they exercise control.

Radios, stereos, speakers, or any other apparatus which generates noise are prohibited. Any activity conducted which may cause complaints of undue noise from other Owners or Tenants within any general common element is also prohibited.

ARTICLE IV
MINIMAL HEATING

The Owner of each Unit in the Project shall heat such Unit so as to maintain a minimum temperature in the Unit of no less than 55 degrees Fahrenheit from October 1st to May 30th of the year in order to minimize any damage which could result from the freezing pipes, both individual and common, which pass near or through individual Units within the Building. This minimum heating requirement must be met even when the Unit is vacant.

ARTICLE V
REFUSE REMOVAL

Disposition of garbage and trash shall be only by the use of trash dumpsters located in the parking garage that are provided by the master association. Residential units shall use the trash chutes located

on each level – all items too big to fit down the chute must be brought down to the dumpsters by the owners. All trash must be wheeled in a closed container through the common elements of the association or personal dumpsters, no bags shall be dragged or thrown over balconies into the dumpsters.

ARTICLE VI
UNIT ACCESS

The Managing Agent may retain a passkey to each Unit within the Project for the fire department KNOX Box and managers lock box for maintenance purposes. If a Unit Owner changes a lock on any door, the Owner should immediately provide the manager with new keys.

ARTICLE VII
ANTENNAS AND SATELLITE DISHES

Any antenna, satellite or other wiring erected on the exterior walls of the Building without the prior consent of the Executive Board in writing is subject to being removed without notice or compensation.

ARTICLE VIII
PETS

Pets are not allowed to run free outside of an owners unit at any time. When taking your pet for a walk and before leaving your unit you must have your pet on leash. To protect the rights and safety of the other owners and visitors to the Ruby Building that leash must be attached at all times while the pet is in any of the interior common areas (hallways, elevators and stairwells) of the Ruby Building. Failure to have your pet leashed will place you in violation of the rules and regulations of the Ruby Association. The board will strictly enforce this rule and will use all of the tools available to enforce strict compliance. Owners of pets must pick-up the waste left by their pets immediately. Owners must take all reasonable steps to prevent their pet from damaging any landscaping, or portions of the building owned by others.

ARTICLE IX
HAZARDOUS MATERIAL

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

ARTICLE X
NUISANCES

No Unit Owner shall make or permit any continuously disturbing noise within his Unit or on the Limited Common Elements by himself, his family, guests, invitees, employees, agents or lessees, nor do or permit to be done anything that does or may interfere with the rights, comforts or convenience of other Unit Owners or occupants. Riverwalk at Edwards and the Ruby Building are part of Eagle County which has a noise compliance regulation that we must follow. For more details on this regulation go to the eagle county website.

No activity may be performed within or outside of any Unit, which causes any noxious odors outside of the Unit. Unit Owners shall take reasonable measures at all times to control all unreasonable noxious odors from emanating the Unit or from the deck of a Unit.

ARTICLE XI
SIGNS

Except as authorized in writing by the Executive Board, no sign, advertisement or other lettering shall be exhibited, inscribed, painted or affixed by any Owner or other person on any part of the outside or inside of the Common Elements of the Project, 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 Executive Board.

ARTICLE XII
DELIVERIES

All deliveries and moving of furniture, fixtures, equipment and other items to and from the Units shall be made by authorized entries and elevators only and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or occupants of any other Units. Please contact the managing agent for elevator pads for major items or appliances being moved up the building elevator. All deliveries left in the common areas must be removed from this area and stored in the owners unit as soon as possible.

ARTICLE XIII
UNIT MODIFICATIONS

With respect to modifications to a Unit as outlined in article XII line item 12.1 after the initial purchase, build-out, furnishing and decorating of a Unit. The Owner of such Unit shall have the right to do repairs and modifications inside their own unit. When an owner is doing interior modifications that will alter the interior of the unit and those alterations have the possibility through builder error to impact an owner in an adjoining unit or the association's common areas. (a) The Owner of the unit being remodeled or altered shall submit detailed plans, specifications and drawings to the board for review. All plans must be prepared by a licensed architect, with a letter that shows the proposed modifications will not in any way interfere with an adjoining owners unit or adjoining association common space. (b) The Owner shall be required to sign an indemnity agreement and provide certificates of insurance referenced therein. The contractor must provide proof of insurance. (c) the Owner shall be required to deposit \$1,500.00 with the Executive Board toward any cleaning and repair to Common Elements which may be necessary as a result of the construction work associated with the remodel; (d) the Owner will permit the Executive Board to post Notices of Non-liability pursuant to C.R.S. 38-22-105; (e) the Owner will provide the Executive Board copies of all necessary permits required by Eagle County; (f) any additional space for material storage/lay down that may be required outside of the Unit's boundaries shall be approved solely by the Executive Board.

Construction and remodeling which may cause excessive noise shall be limited to the daytime hours of 9:00 am to 4:30 pm Monday through Friday and from 9:00 am to 1:00 pm on Saturdays. No excessive remodeling noise is permitted on Sunday.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ th day of December, 2008.

Riverwalk Ruby Building Association
A Colorado non-profit corporation

Board President