

**SANDSTONE CREEK CLUB CONDOMINIUM ASSOCIATION, INC.
1020 VAIL VIEW DRIVE
VAIL, CO 81657**

**RULES AND REGULATIONS
PERTAINING TO OCCUPANCY
(AMENDED AND RESTATED)**

PREAMBLE

The Board of Directors, pursuant to the By-Laws, Articles of Incorporation, and the Declaration reserves the power to establish, make, communicate, and enforce compliance with such rules and regulations as may be necessary, including the levying of fees, charges, costs, expenses, penalties and fines, as appropriate, to insure performance and adherence to such rules and regulations adopted for the operation, common good, use and occupancy of this Club including the right to amend the same from time to time without notice. Owners (members), their guests, tenants, lessors, lessees, renters, trades, families, agents, employees, visitors, invitees, or exchanges are subject at all times to such rules and regulations.

REVISED AND ADOPTED BY THE BOARD OF DIRECTORS IN JANUARY 20, 2001
SECOND REVISION ADOPTED BY THE BOARD OF DIRECTORS ON OCTOBER 1, 2005
THIRD REVISION ADOPTED BY THE BOARD OF DIRECTORS ON NOVEMBER 15, 2013
FOURTH REVISION ADOPTED BY THE BOARD OF DIRECTORS ON APRIL 23, 2016

TABLE OF CONTENTS

	Page
1. Definitions	1
2. Accounts	2
3. Animals	2
4. Barbeque Facilities	2
5. Bicycles, Skateboards, Roller Skates, Rollerblades, Hover Boards & Drones	3
6. Check-in Times	3
7. Check-Out Times	3
8. Clubhouse and Game Room	4
9. Clubhouse Units	4
10. Common Areas	4
11. Employees of the Club	4
12. Exercise Room	4
13. Fireworks	4
14. Furniture Rental	4
15. Games, Toys, Sports Equipment and Movies	5
16. Hazardous Materials	5
17. Hours of Operation	5
18. Housekeeping Services	5
19. Key, Damage, Telephone and Security Deposit	5
20. Laundry Room	5
21. Lost and Stolen Personal Property	6
22. Occupancy	6
23. Occupancy Levels	6
24. Pass Key to Each Unit	6
25. Patios, Decks and Balconies	7
26. Pool Towels	7
27. Quiet Enjoyment	7
28. Recyclable Materials and Solid Waste	7
29. Repair Or Replacement Of Damage	7
30. Right Of Entry	8
31. Room Maintenance	8
32. Skis, Boots, Snowshoes, Snowboards, etc.	8
33. Smoking In The Units and Common Areas	8
34. Swimming Pool, Hot Tubs, Steam Room, Sauna and Deck	8
35. Tennis, Pickleball, Miniature Golf Volleyball, Basketball and Racquetball Courts	9
36. Trash and Garbage	9
37. Vehicle Parking	9
38. Violations	10
39. Welcome Party	10
40. Wiring or Equipment	10
41. Additional Rules	10
42. Schedule of Fees, Charges, Penalties and Fines	Exhibit A

1. Definitions:

"Club" shall mean The Sandstone Creek Club Condominium Association, Inc. (The Association) established pursuant to the Condominium and Interval Estate Ownership Declaration for Sandstone Creek Club Condominiums recorded December 18, 1979, Book 292, Page 925, as amended, (Declaration).

"Exchange" shall mean an Occupant of an interval week from Interval International, Resort Condominiums International, or other vacation exchange program.

"Guest" shall mean any person on the Property who is not an Occupant during the current interval week. Such person may be known as family members, agents, employees, visitors, contractors, invitees, etc.

"General Manager" (resort manager) shall be the primary agent of Sandstone Creek Club Condominium Association, Inc.

"Interval Week" (unit interval week) shall mean unit of time beginning on Saturday at 12:00 p.m. and terminating on the following Saturday at 12:00 p.m.

"Occupant" shall mean any person(s) occupying a unit at the Club. The terms "owner", "member", "exchange" and "renter" may be used collectively as "occupant".

"Owner" (member) shall mean the owner of record of an interval week or a condominium unit at Sandstone Creek Club Condominiums.

"Owner (member) in Good Standing" shall mean an owner who is prompt, timely, and current in his/her payment of all obligations, charges, and fees and who is in full compliance with the By-Laws, the Declaration, and the Rules and Regulations of the Association.

"Property" shall mean all the parts of Sandstone Creek Club Condominium Association's premises, general common elements, common facilities, limited common elements, real and personal property, including land, buildings, improvements and all rights, easements and appurtenances belonging to the real property, and all furniture, fixtures and equipment places on the premises.

"Renter" shall mean any person(s) renting an interval week or any portion thereof.

"Unit" shall mean a condominium unit or dwelling at the Club.

Other definitions which may be applicable to the rules and regulations are included in the Articles of Incorporation, the Declaration, and the By-laws. Should any conflict arise between the defined terms included herein and those contained elsewhere, the determination of the Board of Directors shall be final.

2. Accounts:

All charges incurred and any outstanding account balance(s) must be settled in cash, approved credit card or certified funds.

3. Animals:

Except as provided elsewhere in this section, NO ANIMAL(S) OF ANY KIND SHALL BE KEPT, HARBORED, MAINTAINED, OR PERMITTED TO VISIT THE PROPERTY, ANY UNIT ON THE PROPERTY OR STAY IN ANY AUTOMOBILE. The word "animal(s)" shall include, but not be limited to; cat, dog, insect, caged bird, reptile, amphibian, or other animal. If an unauthorized animal is found to be harbored on any part of the property of unit, a daily charge fee will be assessed against the occupant of the unit and the animal must be removed immediately.

Service animals that are being used to assist a disabled occupant and are specifically trained to mitigate the disability are permitted on the property so long as such disabled occupant gives **PRIOR** notice to the General Manager that such service animal will be brought onto the property. In the event the service animal is allowed to be kept on, maintained on, or visit the property, such permission is revocable if, in the judgement of the General Manager or Designee the service animal becomes obnoxious to other occupants or damaging to the property. In this event the occupant having control of the service animal shall be given written notice to correct the problem immediately. If not corrected, the occupant, upon written notice from the General Manager or Designee will be required to remove the service animal from the property. In no event shall the service animal be permitted in any public portions of the Club unless on a leash. The occupant shall indemnify the Club and hold it harmless against any damage or liability of any kind or character whatsoever arising from or as a result of having a service animal at the Club. The occupant shall be responsible for any costs incurred by the Club because of said service animal.

4. Barbeque Facilities:

No barbeque grills of any nature are permitted on the patios, decks or balconies of any unit. Club owned barbeque grills located on the common area property of the Club are available on a first come, first serve basis and shall not be moved.

5. Bicycles, Skateboards, Roller Skates, Rollerblades, Hover Boards and Drones:

Skateboards, roller skates, rollerblades, hover boards, and drones shall not be operated anywhere on or within the property. Bicycles may be ridden only in and out of the property. Bicycles are not permitted in units. Bicycles are permitted in Club designed storage areas. Violation of this policy will result in fines and/or eviction from the property. Occupants are encouraged to use the bicycle rack, which is provided by the Club, and lock the bicycles to the rack. The bicycle's owner or user must provide the lock. The Club is not responsible for lost or stolen bicycles.

6. Check-in Times:

Check-in time for all units begins at 4:00 p.m. and is generally on Saturday.

All association dues and any and all other charges must be paid in full in order to check in. A credit card authorization is required for a damage deposit and for incidental charges that are not paid at check-out.

Occupants unable to check-into their unit during our front desk hours of 7:00 a.m. to 11:00 p.m. daily will need to call the Club to schedule a late check-in. Occupants who do not contact the Club prior to closing at 11:00 p.m. to notify the Club of an anticipated late check-in will be charged a late check-in fee.

7: Check-out Times:

Check-out time is by 10:00 a.m. on the scheduled check-out day.

A late check-out fee shall be imposed on the occupant if the occupant does not vacate the unit by 10:00 a.m. After 12:00 noon, the late check-out fee shall be increased to include one day's rental of the unit according to the then in effect posted rental rates for a non-owner. Any late check-out fees imposed on an occupant must be paid at the time of check-out. Any late check-out fees imposed on a non-owner occupant and not paid at check-out will be charged using the credit card authorization on file. Any late check-out fees imposed on an owner may be added to the owner's assessments, shall constitute a lien, and will be collected in the same manner as any other past due assessments imposed on owners by the Club.

If necessary, the Club may exercise its' right to have said occupant evicted and escorted off the property by the proper authorities.

8: Clubhouse and Game Room:

Person(s) under 12 years of age require adult supervision to use the clubhouse and game room. Person(s) under 16 years of age require adult supervision to use the pool table.

9: Clubhouse Units:

Occupants of the clubhouse units (1023, 1024 or 1025) are not authorized to use or stay in the clubhouse common areas after the clubhouse is closed, except for ingress and egress to their clubhouse unit. Clubhouse doors will remain locked after the clubhouse is closed.

10. Common Areas:

The Club's common areas of sidewalks, driveways, entrances, hallways, and passageways on the property shall not be obstructed or used by the occupant for any purpose other than ingress or egress to the property or units.

11. Owner/Club Employee Relationship:

Employee(s) of the Club shall not be sent off the property by any occupant or guest at any time for any purpose.

12. Exercise Room:

The exercise room may only be used by persons over 18 years of age. The Club requires the signing of a liability waiver when using the exercise room and the exercise equipment. The key for the exercise room may be obtained from the front desk.

13: Fireworks

Pursuant to the Town of Vail Municipal Code, no fireworks of any kind, whether explosive or non-explosive, shall be permitted on any part of the property, including within a unit. Violation of this policy will result in fines and/or eviction from the property.

14. Furniture Rentals:

The Club maintains, for rent on a daily basis, a limited number of cribs, highchairs and rollaway beds. Only some loft and one bedroom units are allowed to have a rollaway bed in the unit. Maximum occupancy cannot be exceeded.

15. Games, Toys, Sports Equipment and Movies:

Games, toys, sports equipment and DVD movies are available for check-out at the front desk for use of occupants. Items checked-out must be returned within 24 hours.

16. Hazardous Materials:

No inflammable, combustible or explosive fluids or articles such as gasoline, kerosene, naphtha, benzene, explosives, gun powder, etc., of any kind deemed hazardous to life, limb, or property by the Club, shall be permitted on any part of the property. Violation of this policy will result in fines and/or eviction from the property.

17. Hours of Operation:

Clubhouse - is open from 7:00 a.m. to 11:00 p.m.

Exercise Room – is open from 7:30 a.m. to 10:00 p.m.

Game Room - is open from 8:00 a.m. to 10:00 p.m.

Guest Laundry Room – is open from 7:30 a.m. to 10:00 p.m.

Swimming Pool, Hot Tubs, Steam Room, Sauna, Pool Deck and Associated Areas – are open from 7:30 a.m. to 10:45 p.m.

18. Housekeeping Services:

The Club provides one mid-week clean for each unit without charge. A mid-week clean will be scheduled for a unit when the occupant stays for five or more days. Daily or other housekeeping services are provided at the then current housekeeping rates. If the General Manager determines a unit was left in an unsatisfactory condition by the occupant, resulting in excessive cleaning time to be incurred by the Club, the Club will charge a cleaning fee for excessive housekeeping services required.

19. Key, Damage, Telephone, and Security Deposit:

The Club requires a deposit upon check-in. Owner occupants may pay said deposit in cash or present a valid credit card for authorization. Non-owner occupants must present a valid credit card for authorization. Checks will not be accepted.

20. Laundry Room:

A laundry room is located in building 1 for occupants.

21. Lost and Stolen Personal Property:

The Club is not responsible for any lost or stolen personal property. Any personal property found will be held by the Club for no longer than thirty (30) days. Thereafter, the Club may dispose of said personal property in any manner appropriate without any liability to any owner or claimed owner of said personal property. The cost to return any personal property found shall be borne solely by its claimed owner.

22. Occupancy Activity:

No occupant shall conduct any trade or business within a unit during an interval week, unless approved in writing by the General Manager.

23. Occupancy Levels:

The maximum occupancy of each unit shall be as follows:

Hotel Room (Lock-off)	Two (2) persons
One (1) Bedroom	Four (4) persons
One (1) Bedroom + loft	Eight (8) persons
Two (2) Bedroom	Six (6) persons
Two (2) Bedroom + loft	Ten (10) persons
Units 1313 & 1411	Six (6) persons
Unit 1024	Four (4) persons

These occupancy levels may not be increased except for children under 3 years of age sleeping in a crib. The maximum occupancy levels are the same levels permitted by governmental authorities for commercial or hotel properties. If the General Manager determines that the occupancy level by an occupant exceeds these safe standards, the occupant will be notified. The occupant must either rent another unit or those persons over the maximum occupancy must vacate the property.

24. Pass Key to Each Unit:

The General Manager, the Board of Directors and the Vail Fire Department shall retain a passkey to each unit, and shall make available all keys to each unit to appropriate governmental authorities as required by law. No occupant shall alter any lock or install a new lock on any door leading into the unit.

25. Patios, Decks, and Balconies:

No articles may be stored on the patios, decks, or balconies and no garments, towels, rugs, household articles, or other items may be hung from the patios, decks, or balconies. No items may be dropped or thrown from the balconies, decks, or patios. The patios, decks and balconies shall be used only for the purposes intended.

26. Pool Towels:

Pool towels are available in the pool area. Used pool towels must be put in the towel bin located in the pool area and not taken to units.

27. Quiet Enjoyment:

Occupants and guests shall exercise reasonable care to avoid making or permitting noxious odors or smells, loud, disturbing, or objectionable noises; using or playing musical instruments, radios, CD players, television sets, amplifiers or any other instruments or devices in such a manner that disturbs other occupants and guests. Quiet hours shall be from 9:00 p.m. to 9:00 a.m. during which time, occupants and guests are asked to keep their activities quiet. Violation of this policy will result in fines and/or eviction from the property.

28. Recyclable Materials and Solid Waste:

All recyclable materials accumulated on the premises shall be placed in a container or containers separate from solid waste. Recyclable materials shall not be placed in solid waste containers. No refuse, solid waste, or compost shall be placed in any recycling container. Recyclable items are paper, card board, plastic, and glass. There is a recycle bin in each condominium as required by the Town of Vail.

29. Repair or Replacement of Damage:

Any damage to the property of the Club (including any personal property or to a unit) caused by the occupant or guest shall be repaired or replaced and the cost shall be charged to the occupant or guest including but not limited to reasonable attorney fees, should it be necessary for the Club to engage an attorney.

Any action by an occupant or guest resulting in damage or injury to a person shall cause that occupant or guest to be responsible to pay any damages sustained and in addition shall be responsible for any costs or expenses incurred by the Club, including, but not limited to reasonable attorney fees should it be necessary for the Club to engage an attorney to enforce the provisions of this paragraph or the Rules and Regulations.

30. Right of Entry:

The Club maintains a right of entry for access to a unit at any time during reasonable hours as may be necessary for maintenance, repair, cleaning, replacement or for emergencies at the any time and without notice to prevent damage to the property and for the inspections involved for the preservation or enhancement of the property. **The occupant hereby acknowledges this “Right of Entry” exists.**

31. Room Maintenance:

Each unit is reserved from 10:00 a.m. Saturday to 4:00 p.m. Saturday by the association for cleaning, minor repairs, restocking and in general preparation for occupancy by unit owners whose unit week starts each Saturday. The units will not be available for occupancy by unit owners during the reserved time.

32. Skis, Boots, Snowshoes, Snowboards, etc.:

Storage and changing facilities for ski/snowboard equipment, boots, etc. are provided for occupants and is located in the clubhouse. Ski/snowboard equipment is not permitted in units. The wearing of ski boots is not allowed in the units, clubhouse, or hallways other than the area between the ski/snowboard locker area and the clubhouse entrance. Ski/snowboard equipment is to be taken to the storage area via the clubhouse main entrance. Violation of this policy will result in fines and/or eviction from the property.

33. Smoking in Units and Common Areas:

Smoking of marijuana is banned on the entire property. This shall include anywhere in the buildings and living units and attached patios, balconies and decks, as well as the grounds within its property boundaries. Eviction for the second violation for use of marijuana on the property. In addition, the smoking of tobacco products as well as “electronic cigarettes and the like” within the buildings, living units, attached patios, balconies and decks and pool area is banned completely. (Revised 10/1/2005 and 11/15/2013)

34. Swimming Pool, Hot Tubs, Steam Room, Sauna, and Deck:

The pool and associated area are open daily, except when inclement weather prohibits safe use. NO LIFEGUARD IS ON DUTY.

A handicap lift is provided for the use by persons needing assistance into and out of the swimming pool. The handicap lift is not a toy and may be used only by persons requiring assistance into and out of the swimming pool.

Persons under the age of 14 years must be accompanied by an adult. Occupants using these areas shall abide by the rules as posted in the pool area. Jumping into the swimming pool from the second floor balcony is not permitted. Diving into the pool is not permitted.

Under no circumstances shall any breakable containers, dishes, etc. of any kind be permitted in the pool area. A fine will be imposed against any person or persons in the event the pool must be drained and cleaned due to such breakage. Such fine shall be levied against the person or persons who, upon investigation conducted by the General Manager or Designee, is found responsible, directly or indirectly, for the presence of the breakable product.

35. Tennis, Pickleball, Volleyball, Basketball and Racquetball Courts:

Use of the tennis, pickleball, volleyball, basketball and racquetball courts shall be on a first come bases. The key for the gated courts may be obtained from the front desk.

36. Trash and garbage:

Garbage, trash and other refuse shall be deposited, with care, in the common garbage facilities and garbage disposals. Prior to check-out, occupants must dispose of any garbage, trash or other refuse in the common garbage dumpsters. Recycling bins are provided in the garbage dumpster areas. There is a recycle bin in each condominium as required by the Town of Vail.

37. Vehicle Parking:

Each residential unit shall be allowed to park one vehicle on the property in designated areas. Additional vehicle parking is allowed on a space available basis.

Recreational campers and trucks, used or owned by an occupant, which are longer than 22 feet, or which could be classified as a box van, or which in the opinion of the General Manager, cannot be parked on the property without impeding other parking spaces or areas, may not be parked in any parking space or area on the property.

Loading or unloading spaces shall be used only for the time necessary to load or unload vehicles. Handicap parking spaces are available and may be used only by vehicles that have a lawfully designated "handicap" sign. No vehicle belonging to or under the control of an occupant shall be parked in such a manner as to impede or prevent ready access to any part of the property. Parking spaces may not be used for the storage of boats, trailers or other recreational equipment. All vehicles parked at the Club must have current vehicle registration and be mechanically operable. Vehicles may not be stored at the Club and may not be placed on blocks. It is prohibited to change oil or perform other maintenance work

on vehicles parked at the Club. Recreation vehicles, vans or cars may not be used for overnight sleeping while parked on club property.

Any traffic flow markings and signs regulating traffic on the property shall be strictly observed. The Club shall have the right and authority to tow any vehicle that is parked in violation of these rules and regulations and to charge the towing charge to the owner of such vehicle. Notice of the Club's intent to tow such vehicle shall be placed on the vehicle. Notice shall be given to the owner of such vehicle by the Club, if possible, prior to such towing.

38. Violations:

Any damage occurring to the property resulting from the failure of any occupant, guest, renter, or owner, etc., to observe and follow these rules and regulations shall be charged to the occupant, guest, renter, or owner, as appropriated. Violations will result in fines and/or eviction from the property.

39. Welcome Party:

The Club currently sponsors a weekly welcome party for the current week's occupants. The number of tickets for the welcome party issued to the occupant shall not exceed the maximum occupancy level for said unit occupied. Tickets may be purchased from the front desk at a price established by the Club. Owners (members) in Good Standing and their accompanying guest may come to the welcome party during an interval week other than their own interval week, with prior notice, approval by the General Manager, and the purchase of ticket(s) from the front desk at the established price. The welcome party may be canceled at any time, without notice or liability.

40. Wiring or Equipment:

No occupant shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines, or air conditioning equipment be installed on the exterior of any unit or any part of the property of the Club, including any part of the balconies, or that protrude through the walls or the roof of the property.

41. Additional Rules:

The General Manager is authorized to establish additional rules and regulations for any condition or situation not described above that may, in the General Manager's sole determination and opinion, be necessary for the common good, prevent damage to the club property, or that may be necessary for the maintenance, repair, cleaning, replacement,

quite enjoyment, or to prevent inconvenience or distress to occupants of the Club or the Club staff, or for emergency repairs for the preservation or enhancement of the property and are incorporated, as modified from time to time, herein.

42. Schedule of Fees, Charges, Penalties and Fines:

Exhibit A, attached, lists the current fees, charges, penalties and fines imposed by the Club.

SANDSTONE CREEK CLUB CONDOMINIUM ASSOCIATION, INC,
SCHEDULE OF FEES, CHARGES, PENALTIES AND FINES

EXHIBIT A

Item Number	
3. Unauthorized animal(s) on property	\$150.00 per day and per occurrence, removal of animal + cleaning fee
5. Bicycles, skateboard, roller skates, Rollerblades, Hover boards & Drones	\$100.00 per violation
6. Late Check-in fee	\$75.00
7. Late Check-out fee	
Late Check-out after 10:00 a.m.	\$75.00 per hour
Late Check-out after 12:00 noon	200% of one day's rental rate
13. Firework materials	\$100.00 per violation and /or eviction
15. Games, toys, equipment and movies	\$25.00 per item
16. Hazardous material	\$100.00 per violation and/or eviction
18. Housekeeping charge	\$100.00 + current rate per hour
19. Key, damage, telephone and security deposit	\$100.00
23. Occupant level in excess of maximums	\$100.00 each person each night
26. Pool towels not returned	\$10.00 each
27. Quiet enjoyment	\$75.00 per occurrence and/or eviction
32. Skis, boots, snowboards	\$25.00 per occurrence
33. Smoking	\$150.00 per occurrence + cleaning fee Eviction for the second violation for use of marijuana
34. Glass in swimming pool	\$500.00
35. Welcome party	Current approved rate